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 10 public similarly situated

11 UNITED STATES DISTRICT COURT
 12 EASTERN DISTRICT OF CALIFORNIA

13 DAVID WEINER, individually, and on
 14 behalf of other members of the public
 15 similarly situated,

16 Plaintiff,

17 vs.

18 OCWEN FINANCIAL CORPORATION, a
 Florida corporation and OCWEN LOAN
 19 SERVICING, LLC, a Delaware limited
 liability company,

20 Defendants.
 21

Case Number: 2:14-cv-02597-DJC-DB
CLASS ACTION

**PLAINTIFF’S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 SETTLEMENT AND DIRECTION OF
 NOTICE UNDER FED. R. CIV. P. 23(e)**

Hon. Daniel J. Calabretta

Date: January 25, 2024

Time: 1:30 p.m.

Dept: Courtroom 10

Action Filed: November 5, 2014

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NOTICE OF MOTION AND MOTION

TO ALL THE PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on January 25, 2024 at 1:30 pm or at such other date and time as the Court may set, in Courtroom 10 of the Robert T. Matsui United States Courthouse, United States District Court for the Eastern District of California, counsel for Plaintiff David Weiner, on behalf of a proposed Settlement Class of residential home loan borrowers whose loans were serviced by Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC, will and hereby do move the Court for an order granting preliminary approval of the Class Action Settlement and directing notice to the Class under Fed. R. Civ. P. 23(e)(1); appointing Settlement Class Counsel and a Settlement Class Representative; and scheduling a final approval hearing under Fed. R. Civ. P. 23(e)(2). This unopposed motion is based upon this Notice of Motion, the below memorandum of points and authorities in support thereof, the Declaration of Plaintiff’s Counsel Roland Tellis, Esq., the Declaration of Plaintiff’s proposed settlement administrator Gina Intrepido-Bowden of JND Legal Administration, all of the papers and pleadings on file in this action, and upon such other and further evidence the Court may be presented at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After almost ten years of hard fought litigation, and on the eve of trial, Plaintiff David Weiner (hereinafter “Plaintiff” and/or “Settlement Class Representative”) and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (hereinafter “Defendants” and/or “Ocwen”), have reached a proposed class action settlement (the “Settlement”) to resolve allegations that Ocwen misled borrowers into believing they were reimbursing Ocwen for the amounts it paid to vendors for property valuation products known as Broker Price Opinions (“BPOs”) and Hybrids Valuations (“Hybrids”) when, in fact, the products included a hidden vendor “reconciliation” service, which Plaintiff alleges was neither disclosed nor a necessary or appropriate component of the BPOs and Hybrid Valuations. As a result, borrowers were charged tens of millions of dollars for hidden junk fees.

Plaintiff respectfully moves for the Court’s preliminary approval of the Settlement and for approval of the proposed plan to notify the Settlement Class who stands to receive significant relief in exchange for the resolution of their claims.¹ The Settlement is an excellent result for the Settlement Class, and provides comprehensive benefits that address their interests in numerous, complementary ways, including reimbursements to class members that exceed the average amount of the alleged mark-ups at issue in the case, as well as the following:

- a) For a period of *18 months* from the preliminary approval date, Nationwide Settlement Class Members can seek reimbursement by Ocwen of \$60 for each BPO fee and \$70 for each Hybrid fee that Settlement Class Members paid during the class period;
- b) For a period of *18 months* from the preliminary approval date, California Settlement Sub-Class Members who continue to have loans serviced by Ocwen

¹ The Settlement Agreement is attached to the Declaration of Plaintiff’s Counsel Roland Tellis (“Tellis Decl.”) as Exhibit 1. Capitalized terms not defined herein shall have the same definitions and meanings used in the Settlement Agreement.

1 and to whom charges for one or more BPOs or Hybrids were assessed to their
2 mortgage accounts, but not paid, can seek a fee reversal of \$60 for each BPO fee
3 and \$70 for each Hybrid fee assessed;

4 c) An important change in Ocwen’s business practices. Within 30 days after entry of
5 a final approval order, Ocwen shall modify its disclosures to borrowers, and in any
6 applicable fee schedules, to identify the “reconciliation” service included in the
7 vendors’ BPO and Hybrid products; and

8 d) Ocwen’s payment of a Court-approved Class Representative service award, as well
9 as all Court-approved Settlement Administration fees, attorneys’ fees and litigation
10 costs.

11 This Settlement is eminently fair in light of the fact that Plaintiff’s allegations center on
12 unlawfully marked-up property valuation fees, and the proposed reimbursements and reversals
13 due to Settlement Class Members *exceeds* the average amount of the alleged fee mark-ups.
14 Additionally, Settlement Class Members can receive just compensation without the need to
15 provide cumbersome documentation and Settlement Class Members are afforded a lengthy
16 opportunity – a full 18 months - to submit their claims. Finally, the Settlement causes an
17 important change in Ocwen’s business practices which tie directly to Plaintiff’s allegations here.
18 Within 30 days after final approval, Ocwen will modify its disclosures to borrowers in valuation-
19 related correspondence and reports, and in any applicable fee schedules, to identify, as applicable,
20 the “reconciliation” service included in vendors’ BPO and Hybrid Valuation products. Thus,
21 going forward, borrowers will be fully apprised of the nature and scope of the BPO and Hybrid
22 Valuation fees charged by Ocwen.

23 A qualified settlement administrator, JND Legal Administration, has designed a
24 comprehensive direct mail, email and publication notice campaign that builds on the class contact
25 information JND obtained after this Court granted class certification. JND provided notice of the
26 Court’s class certification order to the Settlement Class and is therefore intimately familiar with
27 the case and the class. Additionally, JND will create, maintain and update a settlement website to
28

1 provide information concerning the Settlement and the rights of the Settlement Class. The
2 proposed notice program far exceeds all applicable requirements of law, including Rule 23 and
3 Constitutional Due Process, to apprise Settlement Class members of the pendency of this action,
4 the terms of the Settlement, and their rights to opt out of, or object to, the Settlement.

5 After weeks of intensive settlement negotiations between experienced counsel for Plaintiff
6 and Ocwen -- including two full-day mediations with Hon. Dickran Tevrizian of JAMS and
7 Robert Fairbank, Esq., of Fairbank ADR – and dozens of phone calls, Plaintiff is proud to have
8 reached a Settlement which provides direct and significant benefits to the Settlement Class, while
9 avoiding the risks and delay associated with further litigation, including trial and appeal.

10 Accordingly, Plaintiff requests that the Court grant this motion for preliminary approval, approve
11 the form and manner of notice to the Settlement Class, and set the Final Approval Hearing.

12 **II. BACKGROUND AND PROCEDURAL HISTORY OF PLAINTIFF’S CASE**

13 **A. Factual Background: Plaintiff Alleges Defendants Charged Borrowers for 14 Unlawfully Marked-Up Property Valuation Services**

15 In November of 2014, Plaintiff filed this class action on behalf of himself and hundreds of
16 thousands of similarly situated borrowers, alleging Ocwen, then the nation’s largest loan servicer,
17 misled residential homeowners into believing they were simply *reimbursing* Ocwen for the
18 amounts it paid to vendors for certain property valuations known as BPOs and Hybrid
19 Valuations—when, in fact, such charges included hidden mark-ups. (ECF No. 1.) Thus, Plaintiff
20 alleged the fees charged to—and in many cases paid by—borrowers for the property valuations at
21 issue were neither a fair market price, nor consistent with industry standards. In addition,
22 Plaintiff alleged that by way of a 2009 spinoff, in which Ocwen’s in-house loan servicer, Ocwen
23 Solutions, was spun off into a supposed third-party loan servicer named Altisource, Ocwen
24 concealed from borrowers that their property valuation charges were secretly bundled with
25 additional fees for unnecessary and undisclosed “reconciliations” of their property valuation,
26 which were neither authorized by the Uniform Deed of Trust, nor offered by any other vendor,
27 and only served to line the pockets of Ocwen’s executives who also owned shares in Altisource.

1 **B. Procedural Background: Plaintiff’s and Class Members’ Allegations Survived**
2 **Numerous Legal Challenges**

3 More than nine years ago, Plaintiff, on behalf of a proposed class of hundreds of
4 thousands of mortgage borrowers, filed this class action alleging violations of: (1) California’s
5 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200–17210; (2) the Racketeer Influenced
6 and Corrupt Organizations Act, 18 U.S.C. §§ 1962(c) and (d); and (3) the Rosenthal Fair Debt
7 Collection Practices Act, Cal. Civ. Code §§ 1788–1788.33. (ECF No. 1.) Plaintiff also alleged
8 various state law claims. *Id.* In addition to successfully opposing a 12(b)(6) motion to dismiss, in
9 the first year of litigation, Plaintiff also responded to Ocwen’s attempts to stay the litigation
10 pending the outcome of an appeal in another case (ECF No. 20), and Ocwen’s motion to certify a
11 question for interlocutory review under 28 U.S.C. 1292(b) (ECF No. 48).

12 Following an intense pre-certification discovery process, which included heavy motion
13 practice before a Magistrate Judge, on January 30, 2017, Plaintiff moved to certify a nationwide
14 class (and two sub-classes) of similarly situated borrowers pursuant to Rule 23(b)(3). Plaintiff’s
15 motion explained that common questions predominate because Plaintiff’s claims are premised on
16 classwide evidence of Ocwen’s conduct. (ECF No. 93 at 17.) Plaintiff further explained that class
17 members’ damages could likewise be proven through classwide evidence, including expert
18 testimony and Ocwen’s own records and loan data. (*Id.* at 18–19.) Ocwen opposed certification,
19 arguing that Plaintiff’s classwide evidence was not sufficient to resolve which borrowers actually
20 paid the unlawful fees. (ECF No. 102 at 8.)

21 On September 29, 2017, and “unpersuaded by Ocwen’s claim that the facts here turn on
22 borrower-specific factual circumstances” (ECF No. 102 at 8), this Court held that Plaintiff’s
23 classwide evidence, including his expert report, was “sufficient for purposes of class
24 certification” under Rule 23(b)(3). (*Id.* at 12.) Accordingly, the Court certified the following
25 classes:

26 **Nationwide Class:** All residents of the United States of America who have or had a loan
27 serviced by Ocwen Financial Corporation or Ocwen Loan Servicing, LLC and who paid
28 for one or more Broker Price Opinions or Hybrid Valuations charged by Ocwen Financial
Corporation or Ocwen Loan Servicing, LLC through Altisource, from November 5, 2010

1 through the present.

2 **California Paid Sub-Class:** All residents of the State of California who have or had a
3 loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing, LLC and who
4 paid for one or more Broker Price Opinions or Hybrid Valuations charged by Ocwen
5 Financial Corporation or Ocwen Loan Servicing, LLC through Altisource, from
6 November 5, 2010 through the present.

7 **California Assessed Sub-Class:** All residents of the State of California who have or had a
8 loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing, LLC and to
9 whom charges for one or more Broker Price Opinions or Hybrid Valuations were assessed
10 to their mortgage account by Ocwen Financial Corporation or Ocwen Loan Servicing,
11 LLC through Altisource, from November 5, 2010 through the present.

12 *Id.* at 13–14.

13 On October 13, 2017, Ocwen sought permission to appeal the class certification ruling
14 pursuant to Federal Rule 23(f). (*See* ECF No. 200-1 at 10.) Ocwen argued, *inter alia*, that the
15 district court “failed to conduct the required Rule 23 analysis of whether the elements of each
16 cause of action are appropriate for class-wide determination.” (*Id.*) The Ninth Circuit summarily
17 denied the petition. (*Id.*)

18 On June 29, 2019, Ocwen moved for summary judgment. Citing Plaintiff’s expert report,
19 the Court rejected Ocwen’s argument that Plaintiff’s classwide evidence was insufficient as a
20 matter of law to prove that each class member paid, or will pay, the valuation fees assessed on
21 their loans. (ECF No. 181 at 17–18 (whether fees were paid “still presents a factual dispute”).)

22 On September 20, 2021, with a trial date of March 7, 2022, quickly approaching, Ocwen
23 moved to decertify the class, arguing that that the Supreme Court’s decision in *TransUnion LLC*
24 *v. Ramirez*, 141 S. Ct. 2190, 210 L. Ed. 2d 568 (2021), issued three months earlier, mandated
25 decertification. (ECF No. 194.) The Court agreed and decertified the class on August 3, 2022.
26 Although the Court acknowledged that Judge England previously found Rule 23’s predominance
27 requirement satisfied (ECF No. 219 at 6–8, 10–11), the Court stated that “the crux of the inquiry
28 in the instant matter is whether the Supreme Court’s decision in *TransUnion* changes Judge
England’s finding of predominance.” (*Id.* at 9.) The Court concluded that it did. (*Id.* at 9–12.)

On August 17, 2022, Plaintiff filed a motion for reconsideration of the Court’s August 3,

1 2022, decertification order, arguing that the order had been based on a clearly erroneous
2 interpretation of *TransUnion*. (ECF No. 220.) On February 28, 2023, this Court agreed, granting
3 Plaintiff's motion, and vacating its earlier decertification order. (ECF No. 227.)

4 On May 8, 2023, this Court reset this case for trial on November 27, 2023.

5 **C. Plaintiff Zealously Litigates on Behalf of Class Members**

6 During the pendency of this litigation, Plaintiff, by and through Settlement Class Counsel,
7 undertook significant efforts to litigate this case on behalf of Class Members, including, but not
8 limited to: (1) serving and pursuing numerous discovery requests; (2) filing multiple discovery
9 motions; (3) obtaining substantial discovery; (4) pursuing and obtaining third-party discovery,
10 including the production of over thousands of documents from third-party Altisource; (5) taking
11 and defending numerous depositions; (6) reviewing tens of thousands of documents totaling over
12 1.5 million pages; (7) filing and prevailing on Plaintiff's Motion for Class Certification; (8)
13 successfully opposing Defendants' Motion for Summary Judgment; (9) opposing Defendants'
14 Motion to De-Certify the Class and ultimately reversing the Court's order granting the de-
15 certification via a motion for reconsideration; (10) retaining multiple experts; and (11) serving
16 multiple expert reports. (Tellis Decl. at ¶ 9.)

17 **D. The Settlement Process: The Parties engaged in lengthy, evidence-based**
18 **negotiations.**

19 On July 24, 2018, pursuant to the Court's October 25, 2018, Order (ECF No. 148), the
20 Parties convened at JAMS Los Angeles, before the Honorable Dickran Tevrizian (Ret.). During
21 the mediation, the Parties engaged in good-faith discussions concerning all matters in dispute.
22 Despite their efforts, the Parties were unable to reach a mutually agreeable resolution in this
23 action. However, the Parties remained amenable to further mediation. (*Id.* at ¶ 4.)

24 On July 26, 2023, after five more years of hard-fought litigation, the parties engaged in
25 further settlement negotiations with the assistance of Robert Fairbank, Esq., of Fairbank ADR.
26 (*Id.* at ¶ 5.) Thereafter, the Parties commenced an extensive series of sophisticated remote
27 telephonic settlement discussions, and reached agreement on material terms for a settlement. (*Id.*)

1 They spent the next several weeks drafting and finalizing the settlement agreement and related
2 exhibits, including the comprehensive class notice program detailed below. (*Id.*)

3 **III. THE SETTLEMENT TERMS AND BENEFITS**

4 The Settlement Agreement provides fair and substantial cash compensation and credits to
5 Nationwide Settlement Class Members and California Settlement Sub-Class Members through a
6 streamlined, state-of-the-art claims process.

7 **A. The Class Definitions.**

8 The Settling Parties agree to class certification, pursuant to Fed. R. Civ. P. Rules 23(a)
9 and 23(b)(3), of settlement classes (collectively the “Settlement Class”) defined as follows:

10 **The “Nationwide Settlement Class”**: All residents of the United States of America who
11 have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing
12 LLC (together, “Ocwen”) and who paid for one or more Broker Price Opinions (“BPOs”) or
13 Hybrid Valuations (“Hybrids”) charged by Ocwen through Altisource, from November
14 5, 2010 through September 29, 2017, the date of the class certification order in this action;

15 **The “California Settlement Sub-Class”**: All residents of the State of California who
16 have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids
17 were assessed to their mortgage account by Ocwen through Altisource, from November 5,
18 2010 through September 29, 2017.²

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

20 Per the express terms of the Settlement Agreement, Defendants shall reimburse each
21 Nationwide Settlement Class Member \$60 for each BPO fee and \$70 for each Hybrid fee that
22 Nationwide Settlement Class Members paid during the class period, provided those Nationwide
23 Settlement Class Members submit a valid and timely claim form. (*See*, Tellis Decl., Ex. 1
24 (Settlement Agreement), at p. 9 (§ II.A.))

25 Additionally, Defendants shall reverse and/or credit California Settlement Sub-Class

26 ² The settlement classes include all members of the previously-certified classes by combining the
27 Nationwide Class and the California Paid Sub-class into one “Nationwide Settlement Class,” and
28 by identifying the September 29, 2017 certification date in lieu of “present.” In this regard, the
settlement classes are substantively identical to the already-certified classes. In accordance with
Rule 23(e)(4), the previously certified class members are afforded a new opportunity to request
exclusion.

1 Members who continue to have loans serviced by Ocwen, \$60 for each BPO and \$70 for each
2 Hybrid fee assessed to such members but not paid, provided those Members submit a valid and
3 timely claim form. (*Id.*)

4 Finally, going forward, Ocwen shall modify its disclosures to borrowers, and in any
5 applicable fee schedules, to identify the “reconciliation” service included in vendors’ BPO and
6 Hybrid products. (*Id.* at p. 11 (§ II.B.))

7 **C. Notice and Claims Administration.**

8 The proposed Settlement Administrator—JND Legal Administration—is a well-known
9 firm that has successfully administrated numerous class settlements and judgments. (*See*
10 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Decl.”) ¶¶ 1-8.) Defendants shall pay
11 the fees and costs of the Settlement Administrator to implement the notice program, administer
12 the claims process, mail checks as necessary, and perform the other administrative tasks described
13 in the Settlement Agreement up to \$600,000. (*See*, Tellis Decl., Ex. 1 (Settlement Agreement), at
14 p. 4 (§ I.D.)) JND estimates these costs at \$586,000, with the total based on the final tally of
15 claims administered. These estimates are reasonable and necessary given the size of the Class.

16 **D. Attorneys’ Fees, Expenses, and Service Awards.**

17 After notice is provided to the Settlement Class, Proposed Settlement Class Counsel will
18 apply to the Court for an award of reasonable attorneys’ fees and expenses, calculated on a
19 lodestar basis, to be paid by Defendants. Settlement Class Counsel will also apply for service
20 awards of up to \$12,500 for Plaintiff David Weiner for his efforts and commitment in prosecuting
21 this case on behalf of the Settlement Class. All attorneys’ fees, expenses, and service awards
22 granted by the Court will be paid by Defendants. (Tellis Decl., Ex. 1 (Settlement Agreement) at p.
23 14 (§ IV.A-B.))

24 **IV. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL**

25 **A. The Settlement is a strong and fair result for the Class and should be**
26 **approved.**

27 As the Ninth Circuit has explained, the “settlement or fairness hearing is not to be turned
28

1 into a trial or rehearsal for trial on the merits.” *Officers for Justice v. Civil Service Comm’n*, 688
2 F.2d 615, 625 (9th Cir. 1982). Moreover, a district court should not “reach any ultimate
3 conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it
4 is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation
5 that induce consensual settlements.” *Id.* In this regard, there is a “strong judicial policy that favors
6 settlements, particularly where complex class action litigation is concerned.” *In re Hyundai & Kia
7 Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019).

8 Under Rule 23(e), the Court must determine “whether a proposed settlement is
9 fundamentally fair, adequate, and reasonable,” recognizing that “[i]t is the settlement taken as a
10 whole, rather than the individual component parts, that must be examined for overall fairness.”
11 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (quoting *Hanlon v. Chrysler Corp.*, 150
12 F.3d 1011, 1026 (9th Cir. 1998) (overruled on other grounds)). “At the preliminary approval
13 stage, a court cannot fully assess some of these factors, so a full fairness analysis is
14 unnecessary. *Callaway v. Mercedes-Benz United States LLC*, 2017 WL 11707445, at *5 (C.D.
15 Cal. Nov. 29, 2017) (Selna, J.) (citing *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 665 (E.D. Cal.
16 2008)). “Instead, a court simply needs to ensure that the settlement is **potentially** fair because a
17 court will make a final determination regarding its adequacy at a hearing on final approval, which
18 occurs after any class member has had an opportunity to object or opt-out.” *Id.* (citing *Acosta v.
19 Trans Union, LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007) (emphasis added)); *see also In re
20 Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prod. Liab. Litig.*, 2012 WL
21 7802852, at *6 (C.D. Cal. Dec. 28, 2012) (Selna, J.) (“the Court initially determines whether the
22 proposed settlement seems fair on its face and is worth submitting to the class members”).

23 Accordingly, at the preliminary approval stage, the Court should assess whether “the
24 proposed settlement appears to be the product of serious, informed, non-collusive negotiations,
25 has no obvious deficiencies, does not improperly grant preferential treatment to class
26 representatives or segments of the class, and falls within the range of possible approval.”
27 *Markson v. CRST Int’l, Inc.*, No. 5:17-CV-01261-SB-SP, 2022 WL 1585745, at *2 (C.D. Cal.

1 Apr. 1, 2022) (citation omitted). Rule 23(e)(2) identifies these and several other criteria for the
2 Court to use in deciding whether to grant preliminary approval and direct notice to the proposed
3 class. Each factor supports preliminary approval here.

4 **1. Rule 23(e)(2)(A): Settlement Class Counsel and the Settlement Class**
5 **Representative have and will continue to zealously represent the Class.**

6 Settlement Class Counsel and the Settlement Class Representative fought hard to protect
7 the interests of the Class, as evidenced by the fair and significant compensation available to Class
8 Members through the proposed Settlement. Settlement Class Counsel prosecuted this action with
9 vigor and dedication since Plaintiff's class action complaint was filed in November of 2014. *See*
10 Fed. R. Civ. P. 23(e)(2)(A). As detailed above, Settlement Class Counsel undertook significant
11 efforts to litigate this case on behalf of Class Members, including, but not limited to: (1) serving
12 and pursuing numerous discovery requests; (2) filing multiple discovery motions; (3) obtaining
13 substantial discovery; (4) pursuing and obtaining third-party discovery; (5) taking and defending
14 dozens of depositions; (6) reviewing tens of thousands of documents; (7) filing and prevailing on
15 Plaintiff's Motion for Class Certification; (8) successfully opposing Defendants' Motion for
16 Summary Judgment; (9) opposing Defendants' Motion to De-Certify the Class and ultimately
17 reversing the Court's order granting the de-certification via a motion for reconsideration; (10)
18 retaining multiple experts; and (11) serving multiple expert reports. (*See* § II.C., *supra.*) Through
19 these efforts, Plaintiff and Class counsel zealously and successfully advanced and refined the
20 Class claims.

21 Plaintiff and Settlement Class Representative David Weiner is also actively engaged,
22 having collected and preserved documents and information related to his claims, provided his
23 documents to counsel for production to Defendants, worked with counsel to prepare responses to
24 interrogatories, sat for a deposition, actively monitored progress in the litigation, and worked with
25 counsel to review and evaluate the terms of the proposed Settlement Agreement and has endorsed
26 its terms. Plaintiff has also expressed his continued willingness to protect the Class until the
27 Settlement is approved and its administration completed. (Tellis Decl. ¶ 11.)

1 **2. Rule 23(e)(2)(B): The Settlement is the product of good faith,**
2 **informed, and arm’s-length negotiations.**

3 A “presumption of correctness” attaches where, as here, a “class settlement [was] reached
4 in arm’s-length negotiations between experienced capable counsel after meaningful discovery.”
5 *See Free Range Content, Inc. v. Google, LLC*, No. 14-CV-02329-BLF, 2019 WL 1299504, at *6
6 (N.D. Cal. Mar. 21, 2019); *Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2011 WL
7 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (“An initial presumption of fairness is usually involved
8 if the settlement is recommended by class counsel after arm’s-length bargaining.”). Here, the
9 parties undertook serious, informed, and arm’s-length negotiations over more than nine years,
10 including multiple in-person negotiation sessions and still further remote sessions via telephone.
11 *See* § II.D.; *see also* Tellis Decl. ¶¶ 4-5. These detailed and evidence-based discussions, including
12 the two full-day, contentious and spirited mediation sessions overseen and guided by the
13 Honorable Dickran M. Tevrizian (Ret.) of JAMS ADR, and thereafter Robert Fairbank, Esq. of
14 Fairbank ADR, culminated in in the proposed Settlement now before the Court. *See* Fed. R. Civ.
15 P. 23(e)(2)(B).

16 **a. The detailed factual record shows the Parties’ negotiations were**
17 **appropriately informed and non-collusive.**

18 Where extensive information has been exchanged, “[a] court may assume that the parties
19 have a good understanding of the strengths and weaknesses of their respective cases and hence
20 that the settlement’s value is based upon such adequate information.” William B. Rubenstein et
21 al., 4 *Newberg on Class Actions* § 13:49 (5th ed. 2012) (“*Newberg*”); *cf. In re Anthem, Inc. Data*
22 *Breach Litig.*, 327 F.R.D. 299, 320 (N.D. Cal. 2018) (concluding that the “extent of discovery”
23 and factual investigation undertaken by the parties gave them “a good sense of the strength and
24 weaknesses of their respective cases in order to ‘make an informed decision about settlement”
25 (quoting *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000))). *See Wahl v.*
26 *Yahoo! Inc.*, No. 17-CV-02745-BLF, 2018 WL 6002323, at *4 (N.D. Cal. Nov. 15, 2018)
27 (granting final approval of class settlement where the parties had exchanged “sufficient
28 information to evaluate the case's strengths and weaknesses”).

1 Similarly, a meaningful exchange of documents and information also evidences that the
2 litigation was adversarial, and therefore serves as “an indirect indicator that a settlement is not
3 collusive but arms-length.” 4 *Newberg* § 13:49; *see also In re Anthem*, 327 F.R.D. at 320
4 (“Extensive discovery is also indicative of a lack of collusion”); *In re Volkswagen “Clean*
5 *Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2019 WL
6 2077847, at *1 (N.D. Cal. May 10, 2019) (“Lead Counsel vigorously litigated this action during
7 motion practice and discovery, and the record supports the continuation of that effort during
8 settlement negotiations.”).

9 The extensive record here shows the Settlement Agreement to be well-informed and
10 reached by adversarial parties. With negotiations ongoing, and as described above (§ II.C-D),
11 Defendants in this litigation produced tens of thousands of documents relevant to Plaintiff’s
12 claims totaling more than 1.5 million pages. (Tellis Decl. ¶¶ 9-10.) Further, Plaintiff obtained—
13 and was informed by—over 5,000 pages of documents from third-party Altisource. Settlement
14 Class Counsel have reviewed and analyzed relevant documents produced by Ocwen and
15 Altisource, as well as materials they obtained through their own investigative efforts, in addition
16 to the responses to multiple sets of interrogatories and requests for admission served on
17 Defendants, and other confirmatory discovery, including over two dozen depositions of
18 Defendants’ past and current employees and the parties’ experts, a majority of which took place
19 out-of-state. (*Id.*) Indeed, settlement was only accomplished after fact and expert discovery was
20 closed, and dispositive motions were decided, so that both sides had a fulsome opportunity to
21 evaluate their prospects at trial.

22 This extensive factual record all informed Plaintiff’s understanding of the strengths and
23 weaknesses of his and the Class Members’ claims against Ocwen.

24 **b. Oversight and guidance from multiple mediators further**
25 **supports the adversarial negotiation.**

26 In addition to the detailed record and extent of the investigation detailed above,
27 “[s]ettlements reached with the help of a mediator are likely non-collusive.” *Evans v. Zions*

1 *Bancorp., N.A.*, No. 2:17-CV-01123 WBS DB, 2022 WL 3030249, at *7 (E.D. Cal. Aug. 1, 2022)
 2 (citation omitted). This case was certainly no exception; the parties’ enduring negotiations
 3 occurred under the guidance of respected and experienced mediators, which weighs heavily in
 4 favor of approval. *See Rosales v. El Rancho Farms*, No. 1:09-CV-00707-AWI, 2015 WL
 5 4460635, at *16 (E.D. Cal. July 21, 2015), *report and recommendation adopted*, 2015 WL
 6 13659310 (E.D. Cal. Oct. 2, 2015) (“[T]he ‘presence of a neutral mediator [is] a factor weighing
 7 in favor of a finding of non-collusiveness.’” (citation omitted)); *Pierce v. Rosetta Stone, Ltd.*, No.
 8 C 11-01283 SBA, 2013 WL 5402120, at *5 (N.D. Cal. Sept. 26, 2013) (similar).

9 **c. The significant results for the Class support the lack of any**
 10 **collusion.**

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

19 **3. Rule 23(e)(2)(C): The Settlement provides substantial compensation in**
 20 **exchange for the compromise of strong claims.**

21 The Settlement provides substantial relief for the Class, especially considering (i) the
 22 costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed claims program;
 23 and (iii) the fair terms of the requested award of attorney’s fees. *See Fed. R. Civ. P. 23(e)(2)(C)*.

24 As noted above, the Settlement provides reimbursements of \$60 and \$70 for all BPOs and
 25 Hybrids Valuations, respectively, paid for by Class Members over a seven-year period, and equal
 26 credit for those borrowers to whose loans BPOs and Hybrid Valuations were assessed but for
 27 which the borrowers have not yet paid. These settlement terms are indisputably fair, in light of the
 28 fact that the average alleged mark-up for the BPOs and Hybrid Valuations at issue in the case are

1 \$56 and \$66 respectively, and the issue as to whether the Class Members would be entitled to
2 recovery of the full amount of the BPO and Hybrid fees assessed or just the amount of the
3 markups was heavily disputed but unresolved.

4 **a. The Settlement mitigates the substantial risks, expenses, and**
5 **delays the Class would bear with continued litigation through**
6 **trial and appeal.**

7 The Settlement benefits described above are even more impressive given the inherent
8 uncertainties of continued litigation, especially here, where the Parties stand on the precipice of a
9 costly and heavily contested trial. Class Members' certain and timely receipt of the benefits under
10 the Settlement is an unquestionably reasonable outcome when faced with the challenges ahead.
11 *See Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009 WL 1854965, at *2 (N.D. Cal. June 29,
12 2009) ("The risks and certainty of recovery in continued litigation are factors for the Court to
13 balance in determining whether the Settlement is fair."); *Kim v. Space Pencil, Inc.*, No. C 11-
14 03796 LB, 2012 WL 5948951, at *5 (N.D. Cal. Nov. 28, 2012) ("The substantial and immediate
15 relief provided to the Class under the Settlement weighs heavily in favor of its approval compared
16 to the inherent risk of continued litigation, trial, and appeal, as well as the financial wherewithal
17 of the defendant.").

18 This case, like those cited above, is not without risk. Avoiding a costly and risky trial in
19 exchange for the immediate and significant settlement benefits is a principled compromise to the
20 clear benefit of the Class.

21 **b. Class Members will obtain relief through a straightforward**
22 **claims process.**

23 The Parties were exacting and intentional in their efforts to ensure that the claims process,
24 overseen by the Settlement Administrator who will also act as the Notice Administrator, will be
25 straightforward and efficient, and build from recent experience in administering similar claims
26 processes. (Intrepido-Bowden Decl. ¶¶ 12-35.) The effort required and safeguards incorporated in
27 this process are proportional to the compensation available, and necessary and appropriate to
28 preserve the integrity of the Claims Program.

1 Class Members will submit claims for reimbursement and credit, using the same,
2 streamlined Claim Form developed in consultation with the Settlement Administrators. Claim
3 forms will be available to Class Members via U.S. Mail, e-mail, internet, social media, and other
4 similar agreed-upon manners of dissemination. (*Id.*) Likewise, Class Members may choose to
5 submit their claim either online through a link on the Settlement website, or in hard copy. (*Id.*) In
6 this way, Class Members can choose options that best suit their preferences to participate in the
7 claims program.

8 Notably, Class Members need not meet a high burden to show eligibility for
9 reimbursement or credit. Indeed, the Settlement requires only that Class Members provide basic
10 identifying information during the relevant claim period, and state (via checking a box) whether
11 they paid for—or were assessed—BPO and/or Hybrid Valuation fees during the Class Period.
12 (*Intrepido-Bowden Decl.*, Ex. G at pp. 1-3.)

13 **c. Settlement Class Counsel will seek reasonable attorneys' fees**
14 **and expenses.**

15 Settlement Class Counsel will move for an award of reasonable attorneys' fees and
16 reimbursement of their litigation expenses for work performed and expenses incurred in
17 furtherance of this litigation and its successful result. Fed. R. Civ. P. 23(e)(2)(C)(iii). Class
18 Counsel negotiated the terms and amount of the Settlement separately from the amount of
19 attorneys' fees and costs. Waiting until after the Settlement terms are nailed down before
20 discussing fees is a practice routinely approved by courts as in the Class' best interest. *See See In*
21 *re Volkswagen*, 2016 WL 6248426, at *23. Class Counsel will provide information on the amount
22 of attorneys' fees and costs sought before the preliminary approval hearing, in the class notice,
23 and in a fee application, so that Class Members will have the opportunity to comment on or object
24 under Fed. R. Civ. P. 23(h) prior to the final approval hearing. Class Counsel's fee application
25 and supporting documentation will also be available on the Settlement Website after it is filed.

26 **4. Rule 23(e)(2)(D): The proposed Settlement treats all Class Members**
27 **equitably relative to one another.**

28 The proposed Settlement does not provide preferential treatment to any class member, and

1 “compensates class members in a manner generally proportionate to the harm they suffered on
2 account of [the] alleged misconduct.” *Altamirano v. Shaw Indus., Inc.*, No. 13-CV-00939-HSG,
3 2015 WL 4512372, at *8 (N.D. Cal. July 24, 2015). All Nationwide Settlement Class Members
4 who paid for BPOs and Hybrid Valuations during the Settlement Class Period will be reimbursed
5 \$60 and \$70 respectively, for each property valuation, provided a valid claim is submitted. (*See*,
6 Tellis Decl., Ex. A, (Settlement Agreement), at p. 9 (§ II.A.)) Likewise, all California Settlement
7 Sub-Class Members who had BPOs and Hybrid Valuation assessed to their loans during the
8 Settlement Class Period but who have not yet paid for such valuations will have those
9 assessments credited/reversed by Defendants \$60 for each BPO and \$70 for each Hybrid
10 Valuation, provided a valid claim is submitted. (*Id.* at p. 11 (§ II.B.)) These reimbursements and
11 credits are consistent with the costs of the alleged unlawful markups incurred by Class Members.
12 (Tellis Decl. ¶ 11.) Thus, the benefits are proportionate to the harm each Class Member suffered
13 on account of Defendants’ alleged scheme. These reasonable parameters ensure that the
14 Settlement treats Class Members equitably relative to one another. *See* Fed. R. Civ. P.
15 23(e)(2)(D).

16 Additionally, the Settlement Class Representative will not receive preferential treatment
17 or compensation disproportionate to his respective harm and contribution to the case. Plaintiff
18 David Weiner is permitted to make claims for compensation like any other Class Member.
19 Moreover, Settlement Class Counsel will seek \$12,500 to compensate his decade-long efforts and
20 commitment in prosecuting this case on behalf of the Class, which is well in line with sums
21 routinely approved in other class cases in this circuit. *See Cisneros v. Airport Terminal Servs.*,
22 No. 2:19-CV-02798-VAP-SPx, 2021 WL 3812163, at *9 (C.D. Cal. Mar. 26, 2021) (“Courts
23 have generally found that \$5,000 incentive payments are reasonable.” (citation omitted)); *La*
24 *Fleur v. Med. Mgmt. Int’l, Inc.*, No. EDCV 13-00398-VAP, 2014 WL 2967475, at *8 (C.D. Cal.
25 June 25, 2014) (approving incentive awards of \$15,000 each to two class representatives from
26 \$535,000 settlement).

1 **B. The Court will be able to certify the proposed Settlement Class for settlement**
 2 **purposes upon final approval.**

3 Certification of a settlement class is “a two-step process.” *In re Volkswagen “Clean*
 4 *Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC), 2016 WL 4010049,
 5 at *10 (N.D. Cal. July 26, 2016) (Breyer, J.) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S.
 6 591, 613 (1997)). First, the Court must find that the proposed settlement class satisfies the
 7 requirements of Rule 23(a). *Id.* (citing Fed. R. Civ. P. 23(a)). Second, the Court must find that “a
 8 class action may be maintained under either Rule 23(b)(1), (2), or (3).” *Id.* (citing *Amchem*, 521
 9 U.S. at 613); *see also In re Hyundai*, 926 F.3d at 557 (en banc) (upholding district court’s
 10 preliminary approval and certification of nationwide settlement class).

11 The proposed Settlement Class here readily satisfies all Rule 23(a)(1)-(4) and (b)(3)
 12 certification requirements. *Indeed, through a contested process, this Court already determined*
 13 *that class certification was proper under the circumstances of this case and with substantively*
 14 *identical class definitions for the classes sought here for settlement purposes.*

15 **1. The Class meets the requirements of Rule 23(a).**

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

17 Rule 23(a)(1) requires that “the class is so numerous that joinder of all class members is
 18 impracticable.” Fed. R. Civ. P. 23(a)(1). A “class of 41 or more is usually sufficiently numerous.”
 19 5 *Moore’s Federal Practice—Civil* § 23.22 (2016); *see also Hernandez v. County of Monterey*,
 20 305 F.R.D. 132, 153 (N.D. Cal. 2015). Here, the Court previously held that “the numbers
 21 involved easily satisfy the numerosity requirement . . . Ocwen identified a total of 1,940,778
 22 BPOs charged to 871,189 loans, for a total of \$274,098,507, for which Ocwen was reimbursed
 23 \$132,730,904 by borrowers, during the limited time between November 5, 2010 and November 5,
 24 2015, alone.” (ECF No. 102 at 7.) Separately, Plaintiff’s expert identified 312,227 individual
 25 loans for which Ocwen assessed BPO and Hybrid Valuation fees to borrowers, and that were
 26 identified by Ocwen as “paid.” (Tellis Decl. ¶ 7.) Based on the above, the numerosity requirement
 27 is unquestionably met for purposes of the Settlement Class.

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

3 “Federal Rule of Civil Procedure 23(a)(2) conditions class certification on demonstrating
4 that members of the proposed class share common ‘questions of law or fact.’” *Stockwell v. City &*
5 *County of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014). Commonality “does not turn on
6 the number of common questions, but on their relevance to the factual and legal issues at the core
7 of the purported class’ claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014).
8 ““Even a single question of law or fact common to the members of the class will satisfy the
9 commonality requirement.”” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 369 (2011).

10 Courts routinely find commonality where, as here, the class claims arise from a
11 defendant’s uniform course of alleged fraudulent conduct. *See, e.g., In re Chrysler-Dodge-Jeep*
12 *Ecodiesel Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 17-MD-02777-EMC, 2019 WL
13 536661, at *6 (N.D. Cal. Feb. 11, 2019) (commonality satisfied where claims arose from the
14 defendants’ “common course of conduct” in perpetrating alleged vehicle emissions cheating
15 scheme); *Cohen v. Trump*, 303 F.R.D. 376, 382 (S.D. Cal. 2014) (finding “common questions as
16 to ‘Trump’s scheme and common course of conduct, which ensnared Plaintiff[] and the other
17 Class members alike”).

18 Here, the Court previously found Rule 23’s commonality requirement was met, as “[t]he
19 classwide claims alleged here depend on whether or not the BPOs and Hybrid Valuations charged
20 to Plaintiff and members of the purported class were unlawful. Because Plaintiff challenges
21 Ocwen’s practices on a classwide basis, based on what are alleged to be uniform practices, a
22 finding for Plaintiff under any theory is common to the entire class.” (ECF No. 102 at 8.)

23 **c. Rule 23(a)(3): The Settlement Class Representatives’ claims are**
24 **typical of other Class Members’ claims.**

25 Under Rule 23(a)(3), Plaintiffs’ claims are “typical” if they are “reasonably coextensive
26 with those of absent class members; they need not be substantially identical.” *Parsons v. Ryan*,
27 754 F.3d 657, 685 (9th Cir. 2014) (citation omitted). “The test of typicality is whether other
28 members have the same or similar injury, whether the action is based on conduct which is not

1 unique to the named plaintiffs and whether other class members have been injured by the same
 2 course of conduct.” *Hernandez*, 305 F.R.D. at 159. Typicality “assure[s] that the interest of the
 3 named representative aligns with the interests of the class.” *Wolin v. Jaguar Land Rover N. Am.,*
 4 *LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (quoting *Hanon v. Dataprods. Corp.*, 976 F.2d 497,
 5 508 (9th Cir. 1992)). Thus, where a plaintiff suffered a similar injury and other class members
 6 were injured by the same course of conduct, typicality is satisfied. *See Parsons*, 754 F.3d at 685;
 7 *see also Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012).

8 Here, the Court already determined Rule 23(a)(3)’s typicality requirement is met, holding
 9 “because Plaintiff and class members alike were allegedly overcharged by BPOs and Hybrid
 10 Valuations, it would appear that Plaintiff’s claims and injuries are typical of those suffered by the
 11 purported classes. Resolution of that question therefore also weighs in favor of class treatment.”
 12 (ECF No. 102 at 9.)

13 **d. Rule 23(a)(4): The Settlement Class Representatives and**
 14 **Settlement Class Counsel have and will protect the interests of**
 15 **the Class.**

16 Rule 23(a)(4)’s adequacy requirement is met where, as here, “the representative parties
 17 will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy
 18 entails a two-prong inquiry: “(1) do the named plaintiffs and their counsel have any conflicts of
 19 interest with other class members and (2) will the named plaintiffs and their counsel prosecute the
 20 action vigorously on behalf of the class?” *Evon*, 688 F.3d at 1031 (quoting *Hanlon*, 150 F.3d at
 21 1020). Both prongs are readily satisfied here.

22 Here, the Settlement Class Representative has no interests antagonistic to Class Members
 23 and will continue to protect the Settlement Class’s interests in overseeing the Settlement
 24 administration and through any appeals. *See Clemens*, 2016 WL 1461944, at *2-3. Indeed, this
 25 Court previously held:

26 Plaintiff here is a homeowner who alleges he was subjected by
 27 Ocwen to unlawful BPO and Hybrid Valuations under
 28 circumstances both identical and co-extensive to those inuring to
 the class as a whole. According to Plaintiff, he seeks the same

1 categories of damages and there is no conflict of interest.
2 Significantly, too, Plaintiff states he is ready, willing and able to
3 accept his role as class representative and will dutifully represent
4 the interests of the class. Under these circumstances the Court finds
5 Plaintiff to be an adequate class representative.

6 (ECF No. 102 at 10.) (Internal citations omitted) Thus, the proposed Settlement Class
7 Representative is more than adequate.

8 Similarly, as demonstrated throughout this litigation, Plaintiff’s counsel has undertaken an
9 enormous amount of work, effort, and expense in the furtherance of Plaintiff’s claims. (*See* §
10 II.C-D, *supra*.) They have demonstrated their willingness to devote whatever resources were
11 necessary to reach a successful outcome throughout the over nine years since this litigation began.
12 As this Court previously noted, in finding that Plaintiff’s counsel satisfies the requirements under
13 Rule 23(a)(4), “even Ocwen does not challenge the adequacy of Plaintiff’s counsel. Thus, this
14 prerequisite is satisfied on counsel’s part as well.” (ECF No. 102 at 10.)

15 **2. The Class meets the requirements of Rule 23(b)(3).**

16 Rule 23(b)(3)’s requirements are also satisfied because (i) “questions of law or fact
17 common to class members predominate over any questions affecting only individual members”;
18 and (ii) a class action is “superior to other available methods for fairly and efficiently adjudicating
19 the controversy.” Fed. R. Civ. P. 23(b)(3).

20 **a. Common issues of law and fact predominate.**

21 “The predominance inquiry ‘asks whether the common, aggregation-enabling, issues in
22 the case are more prevalent or important than the non-common, aggregation-defeating, individual
23 issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016). “When ‘one or more of the
24 central issues in the action are common to the class and can be said to predominate, the action
25 may be considered proper under Rule 23(b)(3) even though other important matters will have to
26 be tried separately, such as damages or some affirmative defenses peculiar to some individual
27 class members.’” *Id.* At its core, “[p]redominance is a question of efficiency.” *Butler v. Sears,*
28 *Roebuck & Co.*, 702 F.3d 359, 362 (7th Cir. 2012). Thus, “[w]hen common questions present a

1 significant aspect of the case and they can be resolved for all members of the class in a single
2 adjudication, there is clear justification for handling the dispute on a representative rather than on
3 an individual basis.” *Hanlon*, 150 F.3d at 1022.

4 The Ninth Circuit favors class treatment of fraud claims stemming from a “common
5 course of conduct.” See *In re First Alliance Mortg. Co.*, 471 F.3d 977, 990 (9th Cir. 2006);
6 *Hanlon*, 150 F.3d at 1022-23. Even outside of the settlement context, predominance is readily
7 satisfied for consumer claims arising from a defendant’s common course of conduct. See *Amchem*
8 *Prods.*, 521 U.S. at 625; *Wolin*, 617 F.3d at 1173, 1176 (consumer claims based on uniform
9 omissions certifiable where “susceptible to proof by generalized evidence,” even if individualized
10 issues remain); *Friedman v. 24 Hour Fitness USA, Inc.*, No. CV 06-6282 AHM (CTx), 2009 WL
11 2711956, at *8 (C.D. Cal. Aug. 25, 2009) (common issues predominate where alleged injury is a
12 result “of a single fraudulent scheme”).

13 Here, too, questions of law and fact common to the Class Members’ claims predominate
14 over any questions affecting only individuals, because the common issues turn on a common
15 course of conduct by the defendants. As this Court previously held, “[i]f indeed the BPO and
16 Hybrid Valuation charges are determined to be unlawful through any of the theories espoused by
17 Plaintiff, the same rationale as to the unlawfulness will apply to each potential class member.
18 Because this outcome is best amenable to determination on a classwide basis without any
19 particular individual inquiry, the Court finds that common questions predominate.” (ECF No. 102
20 at 11.)

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

23 Superiority asks “whether the objectives of the particular class action procedure will be
24 achieved in the particular case.” *Hanlon*, 150 F.3d at 1023. In other words, it “requires the court
25 to determine whether maintenance of this litigation as a class action is efficient and whether it is
26 fair.” *Wolin*, 617 F.3d at 1175-76. Under Rule 23(b)(3), “the Court evaluates whether a class
27 action is a superior method of adjudicating plaintiff’s claims by evaluating four factors: ‘(1) the

1 interest of each class member in individually controlling the prosecution or defense of separate
2 actions; (2) the extent and nature of any litigation concerning the controversy already commenced
3 by or against the class; (3) the desirability of concentrating the litigation of the claims in the
4 particular forum; and (4) the difficulties likely to be encountered in the management of a class
5 action.” *Trosper*, 2014 WL 4145448, at *17.

6 Class treatment here is far superior to the litigation of hundreds of thousands of individual
7 borrowers. As the Court previously held, “relative to the cost of litigation each proposed class
8 member’s individual claim is relatively small. This makes adjudication by a class action superior
9 and weighs in favor of certifying a class.” (ECF No. 102 at 13.) (Internal citations omitted.)

10 * * *

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

14 **C. The proposed Class Notice Plan provides the best practicable notice and**
15 **should be approved.**

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

27 The proposed Class Notice Plan readily meets these standards. The Parties created the

1 notice program—including both the content and the distribution plan—with JND Legal
2 Administration, an experienced firm specializing in notice in complex class action litigation. The
3 program includes a Long Form Notice, Publication Notice, and Direct Mailed Notice,
4 supplemental email notice, and a comprehensive Settlement Website that are each clear and
5 complete, and that meet all the requirements of Rule 23. (Intrepido-Bowden Decl. at ¶ 13.) The
6 Parties’ proposed notices are neutral, written in an easy-to-understand clear language, eye-
7 catching, and reflect the exemplars published by the Federal Judicial Center (“FJC”).³

8 The Long Form Notice is designed to explain Class Members’ rights and obligations
9 under the Settlement in clear terms and in a well-organized and reader-friendly format. *See In re*
10 *Hyundai*, 926 F.3d at 567 (“[S]ettlement notices must ‘present information about a proposed
11 settlement neutrally, simply, and understandably.’”); *see also* Intrepido-Bowden Decl., Ex. F
12 (“Long Form Notice”). It includes an overview of the litigation; an explanation of the Settlement
13 benefits; contact information for Settlement Class Counsel; the address for a comprehensive
14 Settlement Website that will house links to the notice, motions for approval, attorneys’ fees, and
15 other important documents; instructions on how to access the case docket; and detailed
16 instructions on how to participate in, object to, or opt out of the Settlement. *Id.*

17 The principal method of reaching Class Members will be through direct, individual notice,
18 consisting of email notices, where email contact information validated by third-party data sources
19 is available, and mailed notices by U.S. first class mail to Class Members. (Intrepido-Bowden
20 Decl. Exs. C (Email Notice), B (Postcard Notice).) The email notice is designed to concisely yet
21 accurately reflect the structure of the Settlement, so as to fully apprise Class Members of their
22 rights and responsibilities under the Settlement. The email notice program was designed (and
23 will be implemented) to avoid spam filters and to be easily readily across all formats, including
24 mobile. The Direct Mailed Notice is similarly structured and provides all basic information about
25 the Settlement and Class Members’ rights thereunder. The Direct Mailed Notice, Publication

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

1 Notice, and email notice all direct readers to the Settlement Website, where the Long Form
2 Notice is available, for more information. Based on their experience, JND anticipates that the
3 Notice Plan will have an expected reach that “is on the high end of the 70-95% reach” standard
4 set forth by the FJC guidelines and “will exceed that of other court approved programs.”
5 (Intrepido-Bowden Decl. ¶ 35.) Thus, the proposed Class Notice Plan easily satisfies due process
6 and Rule 23 and comports with all accepted standards. (Intrepido-Bowden Decl. ¶ 36.)

7 **V. CONCLUSION**

8 For all of the foregoing reasons, Plaintiff respectfully requests that the Court:

9 (1) determine under Rule 23(e)(1) that it is likely to approve the Settlement and certify the
10 Settlement Class; (2) direct notice to the Settlement Class through the proposed notice program;
11 (3) appoint Settlement Class Counsel and a Settlement Class Representative; and (5) schedule the
12 final approval hearing under Rule 23(e)(2).

13 Dated: December 18, 2023

Respectfully submitted,

14 /s/ Roland Tellis

15 _____
16 Roland Tellis (SBN 186269)
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17 Daniel Alberstone (SBN 105275)
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18 Mark Pifko (SBN 228412)
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21 Encino, California 91436
22 Telephone: (818) 839-2333

23 Attorneys for Plaintiff
24 DAVID WEINER, individually, and on behalf of
25 other members of the general public similarly
26 situated

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CERTIFICATE OF SERVICE

I hereby certify that, on December 18, 2023, service of this document was accomplished pursuant to the Court’s electronic filing procedures by filing this document through the ECF system.

/s/ Roland Tellis
Roland Tellis

1 Daniel Alberstone (SBN 105275)
dalberstone@baronbudd.com
2 Roland Tellis (SBN 186269)
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7
8 Attorneys for Plaintiff
9 DAVID WEINER, individually, and on
behalf of other members of the general
public similarly situated

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

12
13 DAVID WEINER, individually, and on behalf of
other members of the public similarly situated,

14 Plaintiff,

15 vs.

16 OCWEN FINANCIAL CORPORATION, a
Florida corporation, and OCWEN LOAN
17 SERVICING, LLC, a Delaware limited liability
company,

18 Defendants.
19
20
21
22

Case No.: 2:14-cv-02597-DJC-DB
CLASS ACTION

**DECLARATION OF ROLAND TELLIS IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT AND DIRECTION
OF NOTICE UNDER FED. R. CIV. P. 23(e)**

Hon. Daniel J. Calabretta

Date: January 25, 2024

Time: 1:30 p.m.

Dept: Courtroom 10

Action Filed: November 5, 2014

DECLARATION OF ROLAND TELLIS

I, Roland Tellis declare as follows:

1. I am an attorney licensed to practice before this Court and all courts of the State of California. I am a partner in the law firm of Baron & Budd, P.C. and I am counsel of record for Plaintiff and Settlement Class Representative David Weiner (hereinafter, "Plaintiff").

2. I have personal knowledge of the following facts, and if called as witnesses, I could and would testify competently to them. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Direction of Class Notice under FED. R. CIV. P. 23(e).

3. After weeks of intensive settlement negotiations between experienced counsel for Plaintiff and Defendants -- including two full-day mediations and dozens of phone calls -- Plaintiff is proud to have reached a Settlement which provides direct and significant benefits to the Settlement Class, while avoiding the risks and delay associated with further litigation, including trial and appeal. A true and correct copy of the Settlement Agreement entered into by the parties is attached here as Exhibit 1.

4. The parties to this case spent considerable time and resources negotiating the terms of the Settlement. I was personally involved in all of the negotiations. On July 24, 2018, pursuant to the Court's October 25, 2018, Order (ECF No. 148), the Parties convened at JAMS Los Angeles, before the Honorable Dickran Tevrizian (Ret.). During the mediation, the parties engaged in good-faith discussions concerning all matters in dispute. Despite our best efforts, the parties were unable to reach a mutually agreeable resolution in this action. However, we remained amenable to further mediation.

5. Thus, on July 26, 2023, after years of hard-fought litigation, we engaged in further settlement negotiations with the assistance of Robert Fairbank, Esq., of Fairbank ADR. Thereafter, we commenced an extensive series of sophisticated remote telephonic settlement discussions and reached agreement on material terms for a settlement. We then spent the next several weeks drafting and finalizing the Settlement Agreement and related exhibits, including the comprehensive class notice program.

6. The Settlement Agreement provides fair and substantial cash compensation and reversals/credits to the Nationwide Settlement Class Members and California Settlement Sub-Class

1 Members through a streamlined, state-of-the-art claims process. Per the express terms of the Settlement
2 Agreement, Defendants shall reimburse each Nationwide Settlement Class Member \$60 for each BPO
3 fee and \$70 for each Hybrid fee that Nationwide Settlement Class Members paid during the class period,
4 provided those Nationwide Settlement Class Members submit a valid and timely claim form. (Settlement
5 Agreement at § II.A.) Additionally, Defendants shall reverse and/or credit California Settlement Sub-
6 Class Members who continue to have loans serviced by Ocwen, \$60 for each BPO and \$70 for each
7 Hybrid fee assessed to such members but not paid, provided those Members submit a valid and timely
8 claim form. (*Id.*) Finally, going forward, Ocwen shall modify its disclosures to borrowers, and in any
9 applicable fee schedules, to identify the “reconciliation” service added by vendors to BPO and Hybrid
10 products. (*Id.* at § II.B.)

11 7. The reimbursements and reversals for BPOs and Hybrids available to Class Members per
12 the terms of the attached Settlement Agreement are consistent with the costs of the alleged unlawful
13 markups incurred by Class Members, as determined by Plaintiff’s Expert Jeff Andrien (“Mr. Andrien”)
14 in his March 6, 2019, expert report, prepared in connection with this litigation. Further, by analyzing
15 Ocwen’s internal loan data, Mr. Andrien identified 312,227 individual loans for which Ocwen assessed
16 BPO and Hybrid Valuation fees to borrowers, and that were identified by Ocwen as “paid.” As noted
17 above, the Settlement provides reimbursements of \$60 and \$70 for all BPOs and Hybrids paid for by
18 Class Members respectively, and equal credit for those borrowers to whose loans BPOs and Hybrids
19 were assessed but for which the borrowers have not yet paid. These settlement terms are objectively fair
20 and reasonable, in light of the fact that Mr. Adrien determined that the average mark-up for the BPOs and
21 Hybrids at issue in the case are \$56 and \$66 respectively, and the issue as to whether the Class Members
22 were entitled to recovery of the full amount of the BPO and Hybrid fees assessed or just the amount of
23 the markups was heavily disputed but unresolved.

24 8. I have a detailed understanding of this case and believe that Plaintiff maximized the
25 recovery he could have achieved for settlement of this matter. Based on my 27 years of complex
26 litigation experience and my personal involvement in the prosecution of this case from start to finish, I
27 believe the Settlement is not only fair, reasonable, adequate, but also is in the best interests of all Class
28 Members in light of all known facts and circumstances and should therefore be given preliminary

1 approval by the Court.

2 9. Prior to reaching the Settlement, Plaintiff, by and through Settlement Class Counsel,
3 undertook significant efforts to litigate this case on behalf of Class Members, including, but not limited
4 to: (1) serving and pursuing numerous discovery requests; (2) filing multiple discovery motions; (3)
5 obtaining substantial discovery; (4) pursuing and obtaining third-party discovery, including the
6 production of over thousands of documents from third-party Altisource; (5) taking and defending
7 numerous of depositions; (6) reviewing tens of thousands of documents totaling over 1.5 million pages;
8 (7) filing and prevailing on Plaintiff's Motion for Class Certification; (8) successfully opposing
9 Defendants' Motion for Summary Judgment; (9) opposing Defendants' Motion to De-Certify the Class
10 and ultimately reversing the Court's order granting the de-certification via a motion for reconsideration;
11 (10) retaining multiple experts, and (11), serving multiple expert reports.

12 10. Defendants in this litigation produced tens of thousands of documents relevant to
13 Plaintiff's claims totaling more than 1.5 million pages. Further, Plaintiff obtained—and was informed
14 by—over 5,000 pages of documents from third-party Altisource. Settlement Class Counsel have
15 reviewed and analyzed relevant documents produced by Defendants and Altisource, as well as materials
16 they obtained through their own investigative efforts, in addition to the responses to multiple sets of
17 interrogatories and requests for admission served on Defendants, and other confirmatory discovery,
18 including over two dozen depositions of Defendants' past and current employees and the parties' experts.

19 11. Plaintiff is also actively engaged in this litigation, having collected and preserved
20 documents and information related to his claims, provided his documents to counsel for production to
21 Defendants, worked with counsel to prepare responses to interrogatories, sat for a deposition, actively
22 monitored progress in the litigation, and worked with counsel to review and evaluate the terms of the
23 proposed Settlement Agreement and has endorsed its terms. Plaintiff has also expressed his continued
24 willingness to protect the Class until the Settlement is approved and its administration completed.

25 12. As reflected in the contemporaneously filed Declaration of Gina Intrepido-Bowden, JND
26 Legal Administration ("JND"), an experienced Class Action Settlement Administrator, has designed a
27 comprehensive direct mail, email and publication notice campaign that builds on the class contact
28 information JND obtained after this Court granted class certification. JND provided notice of the Court's

1 class certification order to the Settlement Class and is therefore intimately familiar with the case and the
2 class. Under the terms of the Settlement Agreement, Defendants shall pay the fees and costs of the
3 parties' proposed Settlement Administrator to implement the notice program, administer the claims
4 process, mail checks as necessary, and perform the other administrative tasks described in the Settlement
5 Agreement up to \$600,000. (*See*, Exhibit 1, at § I.D.)

6 13. In addition, Settlement Class Counsel will apply to the Court for an award of reasonable
7 attorneys' fees and expenses, calculated on a lodestar basis, to be paid by Defendants. Settlement Class
8 Counsel will also apply for service awards of up to \$12,500 for Plaintiff David Weiner for his efforts and
9 commitment in prosecuting this case on behalf of the Settlement Class. All Court-approved attorneys'
10 fees, expenses, and service awards granted by the Court will be paid by Defendants. (*See*, Exhibit 1, at §
11 IV.A-B.)

12 14. Class Members' certain and timely receipt of the benefits under the Settlement is an
13 unquestionably reasonable outcome when faced with the challenges ahead. *See Nobles v. MBNA Corp.*,
14 No. C 06-3723 CRB, 2009 WL 1854965, at *2 (N.D. Cal. June 29, 2009) ("The risks and certainty of
15 recovery in continued litigation are factors for the Court to balance in determining whether the Settlement
16 is fair."); *Kim v. Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at *5 (N.D. Cal. Nov. 28,
17 2012) ("The substantial and immediate relief provided to the Class under the Settlement weighs heavily in
18 favor of its approval compared to the inherent risk of continued litigation, trial, and appeal, as well as the
19 financial wherewithal of the defendant.").

20 15. Plaintiff was not promised a service award, nor did he condition his representation on the
21 expectation of a service award. Plaintiff has communicated that he understands his duties as class
22 representative, has agreed to consider the interests of absent Class members, and has actively participated
23 through discussions with Settlement Class Counsel in this litigation and will continue to do so. He has no
24 interests that would be in conflict with the Settlement Class Members, and he will continue to vigorously
25 protect class interests, as he has done throughout this litigation.

26 ///

27 ///

28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 18th day of December 2023 at Encino, California.
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4

/s/ Roland Tellis

Roland Tellis

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TELLIS DECL.
EXHIBIT 1
(SETTLEMENT AGREEMENT)

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of December 8, 2023, by and between Plaintiff David Weiner (“Plaintiff”), both individually and on behalf of the Settlement Class defined below, and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (collectively “Defendants”) (Plaintiff and Defendants shall be referred to as the “Settling Parties” or “Parties”).

RECITALS

WHEREAS, Plaintiff filed his Class Action Complaint on November 5, 2014 (the “Action”). On November 28, 2014, Defendants filed a Motion to Dismiss, which was subsequently denied by the Court on July 29, 2015.

WHEREAS, on September 29, 2017, the Court certified a nationwide class, and a California sub-class of borrowers. On October 13, 2017, pursuant to Rule 23(f), Defendants petitioned the Ninth Circuit for Permission to Appeal the Court’s class certification ruling. On January 26, 2018, Defendants’ petition was denied.

WHEREAS, on June 28, 2019, Defendants filed a Motion for Partial Summary Judgment, which the Court granted in part and denied in part on May 5, 2020.

WHEREAS, on August 27, 2020, the Court set the case for trial to be commenced on August 31, 2021. On April 12, 2021, this case was reassigned to the Honorable Troy L. Nunley, and trial was reset for March 7, 2022.

WHEREAS, on September 20, 2021, Defendants moved to decertify the class, arguing that that the Supreme Court’s recent decision in *TransUnion LLC v. Ramirez* mandated decertification. The Court agreed and decertified the class on August 3, 2022.

WHEREAS, on August 17, 2022, Plaintiff filed a motion for reconsideration of the Court’s decertification order. On February 28, 2023, this Court agreed and vacated its earlier decertification order. The Court set the case for trial to commence on

November 27, 2023.

WHEREAS, on November 4, 2021, Plaintiff filed a motion to compel testimony of Defendants' corporate witnesses. On October 5, 2023, the Court denied in part and granted in part Plaintiff's motion.

WHEREAS, the Settling Parties have engaged in extensive settlement negotiations, and engaged the assistance of mediators Hon. Dickran M. Tevrizian (Ret.) of JAMS ADR and, thereafter Robert Fairbank, Esq. of Fairbank ADR, including participating in two full-day mediation sessions.

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

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

I. SETTLEMENT PROCEDURES

A. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and

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

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

The “Nationwide Settlement Class”: All residents of the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing LLC (together, “Ocwen”) and who paid for one or more Broker Price Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”) charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action.

The “California Settlement Sub-Class”: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

(collectively the “Settlement Class”). Additionally, the Settling Parties agree to the Court's appointment of Baron & Budd, P.C. as class counsel for the Settlement Class (“Class Counsel”).

C. Preliminary Approval. After good-faith consultation with Counsel for Defendants, and within twenty (20) days after the execution of this Agreement, Class Counsel shall move the Court for entry of an order granting preliminary approval of this Agreement substantially in the form of Exhibit A hereto (the “Preliminary Approval Order”), which order shall (a) preliminarily approve the settlement

memorialized in this Agreement as fair, reasonable, and adequate; (b) approve the proposed class notice in the form attached hereto as Exhibit B (the “Class Notice”), authorize its dissemination to the Class, and determine that such Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution; (c) set a date for a final approval hearing (the “Final Approval Hearing”); (d) set deadlines consistent with this Agreement for execution of Class Notice, the submissions of objections and opt-outs, and the filing of papers in connection with the Final Approval Hearing; (e) require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the deadline set pursuant to (d), as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from doing so and shall bind those Settlement Class Members who remain in the Settlement Class; (f) appoint and approve the Settlement Administrator (as defined below); (g) authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and (h) issue related orders to effectuate the preliminary approval of the Settlement Agreement. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

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

The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for Mail Notice, Email Notice, Website Notice, the Settlement Website, Internet Advertising, administration of Settlement Relief, and providing all other related support, reporting, and administration as further

stated in this Agreement.

Ocwen will coordinate with the Settlement Administrator to provide Mail Notice and Email Notice to the Settlement Class, as provided in this Settlement Agreement, with Class Counsel's participation and oversight. Because the information about Settlement Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, any such information shall be deemed "Confidential-Attorneys' Eyes Only" under ¶ 3 of the protective order entered in this Action [ECF 158], and shall be used only for the purpose of administering this Settlement.

The Notice Plan shall, at a minimum, include direct notice by mail and email, where available, and by publication notice which shall continue periodically for one year from the date of final approval. In addition, a Settlement Website and call center will be established and maintained by the Settlement Administrator during the pendency of the 18-month claims period. The Notice Plan shall ask the Court to find that the proposed form of and method for dissemination of notice to the Settlement Class constitutes valid, due, and sufficient notice to the Class; constitutes the best notice practicable under the circumstances; and complies fully with the requirements of Fed. R. Civ. P. 23 and constitutional due process. The proposed form of notice to the class pursuant to the Notice Plan ("Class Notice") is attached hereto as Exhibit B. The Class Notice shall be in a form substantially similar to Exhibit B to this Agreement (provided that the font size, folding, and other printing elements or presentation may be adjusted to accommodate a booklet format and for efficient envelope and postage considerations). Defendants shall pay all notice and settlement administration costs up to \$600,000, including serving the notices required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

Any Settlement Class Member who does not properly submit a completed Claim Form on or before the Claim Deadline shall be deemed to have waived any

claim to Settlement Relief and any such Claim Settlement Form will be rejected.

The Parties agree to promptly provide each other with copies of objections, opt-out requests, or other similar documents received from Settlement Class Members in response to the Class Notice.

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

G. Dissemination of Class Notice. As soon as practicable after receiving the information in paragraph I.F. above, the Settlement Administrator shall begin the process of mailing, and where available also emailing, the Class Notice to each Settlement Class Member and shall complete that process as soon as practicable. The Settlement Administrator shall format the Class Notice and otherwise administer the notice process in a reasonable manner so as to reach as many Settlement Class Members as reasonably possible.

Within thirty (30) business days after entry of the Preliminary Approval Order, the Settlement Administrator shall also cause any other notices, including publication notice, to be disseminated and published according to the Class Notice plan. In addition, prior to the date of the mailing of the Class Notice, the Settlement Administrator shall cause the Class Notice and this Agreement to be made available on the dedicated settlement website.

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

H. Claim Review Process. As soon as practicable, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Settlement Class.

Within thirty (30) Days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Ocwen with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

The Settlement Administrator shall have sixty (60) Days after the Final Settlement Date within which to process the Claims and remit the appropriate Settlement Relief amounts by check to Claimants from the Settlement Fund.

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

I. Final Approval. Not fewer than twenty-eight (28) days prior to the date set by the Court to consider whether this Settlement should be finally approved, Class Counsel shall submit a motion for final approval (“Final Approval Motion”) of this Agreement by the Court. Class Counsel shall seek entry of the final approval order (“Final Approval Order”) and Final Judgment, which shall be approved as to form and content by Defendants prior to submission by Class Counsel. The Final Approval Order shall (a) find that the Court has personal jurisdiction over all Settlement Class Members, subject-matter jurisdiction over the claims asserted in this action, and that venue is proper; (b) finally approve the Settlement as fair, reasonable, and adequate; (c) give the terms of this Agreement final and complete effect; (d) permanently bar

Plaintiff and all Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims; (e) find that, by operation of the entry of the Judgment, Plaintiff and all Settlement Class Members who have not opted out of the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claim; (f) authorize the Settling Parties to implement the terms of the Settlement Agreement, including entry of an injunction as described herein; (g) retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and the Judgment, and for any other necessary purpose; (h) find that all other requirements necessary to effectuate this Settlement have been met and satisfied; and (i) otherwise enter final judgment in the Action, including any related orders necessary to effectuate the Final Approval of the Settlement Agreement and its implementation. The Settling Parties agree to support entry of the Final Approval Order and the Judgment. The Settling Parties will reasonably cooperate with one another in seeking entry of the Final Approval Order and of the Judgment. The Settlement Administrator shall publish the Final Approval Order and Final Judgment on the settlement website.

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

Class Counsel and counsel for the Defendants agree to exchange drafts of any motions, memoranda or other materials to be filed with the Court in connection with this Settlement at least two (2) days prior to the date any such motion, memoranda or other materials are to be filed with the Court. Upon entry of the Final Approval Order and the Judgment: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the

Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) except as set forth in this Agreement; and (iii) Settlement Class Members who have not opted out shall be permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

II. SETTLEMENT COMPENSATION

In full, complete, and final settlement of the Settlement Class's released claims, Defendants agree to pay compensation to the Settlement Class as follows:

A. Settlement Benefits.

Defendants shall reimburse Settlement Class Members \$60 for each BPO fee and \$70 for each Hybrid fee that Settlement Class Members paid during the class period. Reimbursement shall be made pursuant to the claim form attached hereto as Exhibit C which shall be mailed and emailed, where email is available, to Settlement Class Members and which shall also be made available on the settlement website. Claim forms may be submitted to the Settlement Administrator by mail or electronically, including on the settlement website and by email. The claims process shall remain open for a period of 18 months from entry of the Preliminary Approval Order.

Each Class Member who makes a valid claim shall be mailed a settlement check. All settlement checks shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by the Settlement Administrator and/or Class Counsel prior to the final approval date.

All settlement checks issued shall be void if not deposited within 180 calendar days of their date of issue and shall state on the face of the check that the check will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. The Settlement Administrator shall mail a reminder postcard to each Class Member who has not negotiated a settlement check after 60

calendar days from the mailing of the settlement check.

The Settlement Administrator shall provide periodic reports to Class Counsel and counsel for Defendants reflecting the status of all payments to the Class Members.

Notwithstanding any other provision in this Agreement, the Parties agree that, if any person(s) not on the Class Member list (a) identifies himself, herself or themselves to Class Counsel or counsel for the Defendants as a Class Member or potential Class Member prior to the Final Approval hearing date and (b) the Parties agree that he, she or they are or shall be treated as a Class Member, then the person(s) shall be treated as a Class Member under this Agreement and be bound by its terms, including without limitation the Release provisions.

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

B. Other Settlement Relief

Defendants shall reverse and/or credit California Settlement Sub-Class Members who continue to have loans serviced by Ocwen \$60 for each BPO and \$70 for each Hybrid fee marked as "FB36" during the class period but not marked "paid" in Defendants' loan database at any point, provided those California Settlement Sub-Class Members submit a valid and timely claim form. The reversals and/or credits shall be made pursuant to the claim form attached hereto as Exhibit C which shall be mailed and emailed, where email is available, to Settlement Class Members and which shall be made available on the settlement website. Claim forms may be submitted to the Settlement Administrator by mail or electronically, including through the

settlement website and by email. The claims process shall remain open for a period of 18 months from entry of the Preliminary Approval Order.

Within 30 days after the entry of the Final Approval Order, Defendants shall modify disclosures to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products. Counsel for Defendants shall provide Class Counsel with exemplars of the modified disclosures for their review and approval.

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, Plaintiff and each and every Class Member, 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 (“Settlement Class Releasees”) 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, which are included in or relate to the Action (“Settlement Class Released Claims”).

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

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

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

B. Waiver of California Civil Code § 1542 and Similar Laws. In addition, Plaintiff expressly acknowledges, and each Settlement Class Member will be deemed to acknowledge, that he is familiar with and, upon entry of the Final Approval Order, and Plaintiff and each Settlement Class Member waives and releases with respect to the Settlement Class Released Claims any and all provisions, rights, and benefits conferred (a) by Section 1542 of the Civil Code of the State of California, and any statute, rule and legal doctrine similar, comparable, or equivalent to it, which reads:

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

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

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

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements in Section 11 of this Settlement Agreement.

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

A. Representative Plaintiff Service Award Application. At the time appointed by the Court, and no later than fourteen (14) days before the deadline for the filing of objections to this settlement set by the Court, Class Counsel and Plaintiff shall file a request for a representative plaintiff service award (the "Service Award Application"). Class Counsel and Plaintiff agree that the Service Award Application shall seek no more than \$12,500 and shall be paid by Defendants within ten (10) business days after entry of the Final Approval Order.

Plaintiff acknowledges and agrees that the Court may deny the Service Award Application or award an amount less than \$12,500 to Plaintiff. Plaintiff further agrees that his agreement to this Settlement is not conditioned upon the possibility of receiving a Service Award in any amount and represents and warrants that he supports this Settlement even in the absence of a Service Award.

B. Attorneys' Fees and Expense Applications. At the time appointed by the Court, and no later than fourteen (14) days before the deadline for the filing of objections to the Settlement set by the Court, Class Counsel shall file a motion for payment of: (a) reasonable attorneys' fees; plus (b) reimbursement of reasonable expenses incurred in connection with prosecuting the Action (the "Fee and Expense Application") which shall be paid by Defendants within thirty (30) days after entry of the Final Approval Order. This Agreement, including its terms, effect, and validity, shall not be impacted by the Court's order, if any, related to Class Counsel's request for attorneys' fees and expenses. Class Counsel, Plaintiff, and the Class each hereby agree not to challenge this Agreement or any portion of it on the basis that the attorneys' fees and expenses ultimately awarded were different than the requested amount(s).

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

A. Class Member Exclusions. Any Class Member who wishes to opt out of the Settlement Class (an “Opt-Out”) must serve a timely, signed request for exclusion upon the Settlement Administrator, Class Counsel, and counsel for the Defendants on or before the deadline set by the Court for serving Opt-Outs (the “Exclusion Deadline”). The request for exclusion must include all information specified in the Class Notice, including (a) name and address of the potential Settlement Class Member requesting exclusion; (b) loan number and address of the property bringing the Class Member within the scope of the Class; (c) personal signature by the potential Settlement Class Member requesting exclusion; and (d) statement that reasonably indicates a desire to be excluded from the Settlement. Opt-Outs may opt out of the Class only on an individual basis; so-called “mass” or “class” opt-outs shall not be allowed and shall be of no force or effect. Any potential member of the Settlement Class who properly opts out of the Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be entitled to relief under, or be affected by, the Agreement; (c) not gain any rights by virtue of the Agreement; and (d) not be entitled to object to any aspect of the Settlement.

No later than five (5) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and counsel for Defendants a complete and final list of Opt-Outs. Class Counsel will file with the Court a complete list of Opt-Outs, including the name and address of the person(s) requesting exclusion (the “Opt-Out List”).

If 1,000 or more potential members of the Settlement Class properly and timely opt out of the Settlement, then the Settlement may be deemed null and void upon notice by Ocwen or Class Counsel without penalty or sanction.

The Court shall have jurisdiction to resolve any disputes regarding the validity

of Opt-Outs. Except for those potential members of the Settlement Class who timely and properly file a Request for Exclusion in accordance with Section V, all other potential members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon Final Approval, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief.

B. Class Member Objections. Any Class Member who wishes to object to the Settlement must serve a timely, signed written objection (“Objection”) upon the Settlement Administrator, Class Counsel, and counsel for the Defendants, on or before the deadline set by the Court for filing Objections (the “Objection Deadline”). Each Objection must (a) set forth the Class Member’s full name, current address, and telephone number, (b) contain the loan number and address of the property bringing the Class Member within the scope of the Class; (c) state that the Class Member objects to the Settlement, in whole or in part; (d) state whether the objection applies only to the objector or to the entire Settlement Class; (e) state with specificity the grounds for the objection; (f) provide copies of any documents that the Class Member wishes to submit in support of his or her position; (g) state whether the Class Member intends to appear at the Final Approval hearing; and (h) state whether the Class Member will be represented by separate counsel.

Objections may be served and filed by counsel for a Class Member. Lawyers asserting objections on behalf of Class Members shall: (1) file a notice of appearance with the Court before the Objection Deadline; and (2) file a sworn declaration (a) attesting to his or her representation of each Class Member on whose behalf the objection is being filed, (b) stating whether the objection applies only to the objector(s) or to the entire Settlement Class; (c) stating with specificity the grounds for the objection; and (d) specifying the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a class member. Any Class Member who does not submit a timely Objection in

complete accordance with this Agreement, the Class Notice, and any order of the Court shall not be treated as having filed a valid Objection to the Settlement, and shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means, unless the Court otherwise directs.

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

The Settlement Administrator shall retain copies of all communications from the Settlement Class, including all objections to the Settlement. The Settlement Administrator shall provide copies of these documents to Class Counsel and counsel for Defendants.

C. Termination. Plaintiff, 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 1,000 Class Members; (2) the Court rejects, modifies, or denies approval of any material portion of this

Agreement or the proposed settlement that results in a substantial modification to any material term of the proposed 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 proposed 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 Plaintiff, Defendants or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new trial date such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
2. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, shall be admissible or entered into evidence for any purpose whatsoever; and
3. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect.

VI. MISCELLANEOUS PROVISIONS

A. Plaintiff's Representations and Warranties. Plaintiff represents and warrants that he is the sole and exclusive owner of all of his Released Claims and that he has not assigned or otherwise transferred any interest in any of his Released Claims against any of the Released Persons, and further covenant that he will not assign or otherwise transfer any interest in any of his Released Claims. Plaintiff represents and warrants that he has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

B. Defendants' Representations and Warranties. Defendants represent and warrant that they are the sole and exclusive owners of any BPO and Hybrid fees which are the subject of this Agreement, or any such BPO and Hybrid fees which could have been assessed during the November 5, 2010 to September 29, 2017 time period provided by this Agreement, and have not assigned or otherwise transferred any interest in any such fees, and further covenant that they will not assign or otherwise transfer any interest in such fees.

C. Voluntary Settlement. The Settling Parties agree that the terms of the Settlement as described herein were negotiated at arms-length and in good faith by the Settling Parties and their counsel, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties represent and warrant that they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

D. No Admission of Liability. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. Defendants deny the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendants have agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Settlement Class Releasees; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any of the Settlement Class Releasees, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

Ocwen may file this Agreement (including the Exhibits thereto), the Final Approval Order, and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including, without limitation, those based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim

E. Confidentiality. All agreements made and orders entered during the course of the Action relating to the confidentiality of information will survive this Agreement.

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

G. Claims in Connection with Administration. No Person shall have any claim against the Plaintiff, Defendants, counsel for Defendants, Class Counsel, the Settlement Administrator, or the Settlement Class Releasees or their agents based on administration of the Settlement substantially in accordance with the terms of the Agreement or any order of the Court or any appellate court.

H. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by Plaintiff shall be binding upon all Settlement Class Members, their representatives, heirs, successors and assigns, as upon and to the benefit of the Defendants. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Final Approval Order and Judgment are entered.

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

If directed to Plaintiff or any Class Member, email address notice to: Roland Tellis, Baron & Budd, P.C., at rtellis@baronbudd.com or via mail at Baron & Budd, P.C., Attn: Roland Tellis, 15910 Ventura Blvd., Suite 1600, Encino, CA 91436

If directed to Defendants, email address notice to: Randall S. Luskey at rluskey@paulweiss.com, or via mail at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 535 Mission Street, 24th Fl., San Francisco, CA 94105.

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

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

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

K. No Party Deemed to Be the Drafter. None of the Settling Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, rule of interpretation, or construction that would or might cause any provision to be construed against the drafter hereof. All Settling Parties agree that this Agreement was drafted by counsel for the Settling Parties during and through extensive arm's length negotiations with the aid of a neutral

mediator. No parol or other evidence may be offered to explain, construe, contradict, or clarify this Agreement's terms, the intent of the Settling Parties or their counsel, or the circumstances under which this Agreement was made or executed.

L. Choice of Law. This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of California. To the extent not governed by federal law, this Agreement, any amendments thereto, and any claim, cause of action, or dispute arising out of or relating to this Agreement shall be interpreted under, enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to any choice-of-law principles that may otherwise provide for the application of the law of another jurisdiction.

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

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

N. Breach. If one Party to this Agreement considers the other Party to be in breach of its obligations under this Agreement, that Party must provide the breaching

Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

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

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

P. Integrated Agreement. This Agreement constitutes the sole and entire agreement and understanding amongst the Settling Parties with respect to its subject matter. This Agreement supersedes all prior negotiations, understandings, and agreements amongst the Settling Parties regarding the subject matter of this Agreement, and may not be modified or amended except by a writing made in accordance with the provisions of this Agreement signed by the Settling Parties (or their respective successors in interest) and their respective counsel. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. The Settling Parties expressly acknowledge that in deciding to enter into this Agreement, they each have relied solely upon their own judgment and knowledge.

Q. The Settling Parties expressly acknowledge and agree that this

Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions, or any documents created for the purposes of mediation, negotiation, or confirmatory due diligence or informal discovery, whether or not exchanged with opposing counsel, in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to effectuate or enforce this Agreement or the rights of the Settling Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence of an admission or concession of any proposition of fact or law or of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Persons, Plaintiff or the Settlement Class or as a waiver by the Released Persons, Plaintiff or the Settlement Class of any applicable privileges or immunities (including, without limitation, the attorney-client privilege or work product immunity), claims or defenses.

R. Attorneys' Fees and Costs. Except as otherwise expressly provided in Section IV.B. of this Agreement, each party shall bear its own costs and attorneys' fees.

S. Tax Consequences. No opinion, representations, or advice regarding the tax consequences, if any, of this Agreement have been made by any Settling Party, nor is any representation or warranty in this regard made by virtue of this Agreement or Settlement. The Class Notice will direct Settlement Class Members to consult their own tax advisor(s) regarding the tax consequences of the Settlement and this Agreement, and any tax reporting obligations they may have with respect thereto. The

Settling Parties further understand and agree that each Settling Party, each Settlement Class Member, Class Counsel, and Plaintiff shall be responsible for his, her, its, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. Nothing in this Agreement or in the Class Notice is to be construed as tax advice of any kind.

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

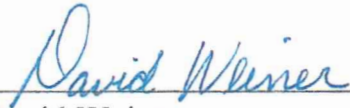
U. No Conflict Intended; Headings; Recitals. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference. Any inconsistency between this Agreement and the exhibits attached hereto shall be resolved in favor of this Agreement. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The recitals of this Agreement are incorporated by this reference and are part of this Agreement.

V. Nothing herein shall be deemed a waiver of any prior release individually executed between the Defendants and any Settlement Class Member.

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

On behalf of Plaintiff:


DATED: December 17, 2023



David Weiner

Approved as to form:

DATED: December 18, 2023




Roland Tellis, Baron & Budd, P.C.
Counsel for Plaintiff and the Class

On behalf of Defendants:

DATED: December 18, 2023


Ocwen Financial Corporation



By: Randall S. Luskey

Its: Attorney of Record

Ocwen Loan Servicing, LLC



By: Randall S. Luskey

Its: Attorney of Record

EXHIBIT A
TO SETTLEMENT
AGREEMENT
(PROPOSED ORDER)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DAVID WEINER, individually, and on behalf of
other members of the public similarly situated,

Plaintiff,

vs.

OCWEN FINANCIAL CORPORATION, a
Florida corporation and OCWEN LOAN
SERVICING, LLC, a Delaware limited liability
company,

Defendants.

Case Number: 2:14-cv-02597-DJC-DB
CLASS ACTION

**[PROPOSED] ORDER (1) GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT; AND (2)
DIRECTING NOTICE TO THE
SETTLEMENT CLASS**

Action Filed: November 5, 2014

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Settlement and Direction
2 of Notice Under Rule 23(e) (the “Motion”). Plaintiff David Weiner (“Plaintiffs” or “Settlement Class
3 Representative”) and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC,
4 (collectively, “Defendants”) (all together, the “Parties”) have entered into a Class Action Settlement
5 Agreement, dated December 15, 2023 (the “Settlement Agreement”).

6 Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class
7 notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, THE
8 COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

9 1. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d),
10 and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this
11 District.

12 2. The Motion is GRANTED.

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

26 4. The Court hereby provisionally certifies, for settlement purposes only, a “Settlement Class,”
27 pursuant to Rules 23(b)(3) and 23(e), consisting of:
28

1 (a) Nationwide Settlement Class: All residents of the United States of America who
2 have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan
3 Servicing LLC (together, “Ocwen”) and who paid for one or more Broker Price
4 Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”) charged by Ocwen through
5 Altisource, from November 5, 2010 through September 29, 2017, the date of the
6 class certification order in this action.

7 (b) California Settlement Sub-Class: All residents of the State of California who have a
8 loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids
9 were assessed to their mortgage account by Ocwen through Altisource, from
10 November 5, 2010 through September 29, 2017.

11 The following entities and individuals are excluded from the Settlement Class:

- 12 (a) Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’
13 officers, directors, and employees; Defendants’ distributors and distributors’
14 officers, directors and employees; Released Parties;
- 15 (b) Judicial officers and their immediate family members and associated court staff
16 assigned to this case; and
- 17 (c) All those otherwise in the Settlement Class who or which timely and properly
18 exclude themselves from the Settlement Class as provided in the Settlement
19 Agreement.

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

- 22 a. the Court will likely approve the Settlement Agreement under Rule 23(e)(2) and to
23 certify the Settlement Class for purposes of judgment on the proposed Settlement;
- 24 b. the Settlement is sufficiently fair, reasonable, and adequate as to the Settlement
25 Class Members under the relevant considerations to warrant sending notice of the
26 Settlement to the Settlement Class;
- 27 c. the proposed Settlement Class Representative and proposed Settlement Class
28 Counsel have adequately represented, and will continue to adequately represent, the

1 Settlement Class;

2 d. the Settlement Agreement is the product of arm's length negotiations by the Parties,
3 and comes after adequate investigation of the facts and legal issues;

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

7 f. the Settlement Agreement treats the Settlement Class Members equitably relative to
8 one another; and

9 g. The Court will fully assess any request for Settlement Class Counsel attorneys' fees
10 and costs after receiving a motion from proposed Settlement Class Representative
11 and Settlement Class Counsel supporting such request.

12 6. The Court hereby appoints Plaintiffs as Settlement Class Representative to represent the
13 Settlement Class.

14 7. The Court further finds that, for settlement purposes only, the Settlement Class, as defined
15 above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and
16 23(b)(3). Specifically, the Court finds, for settlement purposes only, that (1) the Settlement Class Members
17 are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common
18 to Settlement Class Members; (3) proposed Settlement Class Representatives' claims are typical of those
19 of the Settlement Class Members; (4) proposed Settlement Class Representative and Settlement Class
20 Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the
21 interests of the Settlement Class Members; and (5) the predominance and superiority requirements of Rule
22 23(b)(3) are satisfied.

23 8. Certification of the Settlement Class shall be solely for settlement purposes and without
24 prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does
25 not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the
26 Settlement is not finally approved by this Court or otherwise does not take effect.

27 9. The Court hereby appoints Plaintiff as Settlement Class Representative to represent the
28 Settlement Class.

1 Approval Order.

2 15. All reasonable and necessary costs incurred by the Settlement Administrator will be paid
3 by Defendants consistent with the terms of the Settlement Agreement.

4 16. In connection with the Motion for Final Approval, the Settlement Administrator shall
5 supply to Settlement Class Counsel a declaration to be filed with the Court that (i) identifies those persons
6 who have timely and validly opted out of the Settlement, and (ii) details the scope, method, and results of
7 the Settlement Class Notice Program.

8 Opt-Out and Objection Procedures

9 17. Settlement Class Members may exclude themselves from the Settlement Class by
10 personally signing (electronic signatures, including DocuSign, are invalid and will not be considered
11 personal signatures) and sending a written request to opt out stating “I wish to exclude myself from the
12 Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB
13 (E.D. Cal.)” (or substantially similar clear and unambiguous language) to the Settlement Administrator
14 that is postmarked or emailed to the address provided in the Notice or on the Settlement Website no later
15 than the Opt-Out Deadline. The Settlement Class Member must either (i) mail the signed written request
16 to an address provided by the Settlement Administrator; or (ii) e-mail a complete and legible scanned
17 copy or photograph of the signed written request to an e-mail address provided by the Settlement
18 Administrator. For the opt-out to be valid, that written request must include all information specified in
19 the Class Notice, including (a) name and address of the potential Settlement Class Member requesting
20 exclusion; (b) loan number and address of the property bringing the Class Member within the scope of
21 the Class; (c) personal signature by the potential Settlement Class Member requesting exclusion; and (d)
22 statement that reasonably indicates a desire to be excluded from the Settlement. Opt-Outs may opt out of
23 the Class only on an individual basis; so-called "mass" or "class" opt-outs shall not be allowed and shall
24 be of no force or effect. Any potential member of the Settlement Class who properly opts out of the
25 Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be
26 entitled to relief under, or be affected by, the Agreement; (c) not gain any rights by virtue of the
27 Agreement; and (d) not be entitled to object to any aspect of the Settlement.

28 18. The Settlement Administrator will provide copies of all opt-out requests to Settlement Class

1 Counsel and Defendants' Counsel within ten (10) days of the receipt of each such request. The Settlement
2 Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion,
3 objections and/or related correspondence to each other.

4 19. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the
5 Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to
6 any benefits of this Settlement. A Settlement Class Member may request to be excluded from the
7 Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not
8 request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be
9 excluded from the settlement.

10 20. Any Settlement Class Member who has not submitted a written request to opt out as set
11 forth herein may present written objections, if any, explaining why he or she believes the Settlement
12 Agreement should not be approved by the Court as fair, reasonable, and adequate.

13 21. To be considered valid, an objection must be in writing, must be delivered to Settlement
14 Class Counsel and to Defense Counsel and filed with the Court, must be postmarked or filed no later than
15 120 days after entry of this Preliminary Approval Order (the "Objection Deadline"), and must include the
16 following: (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific
17 reasons, if any, for each such objection, including all evidence, argument, and legal authority the Settlement
18 Class Member wishes to bring to the Court's attention; (b) the case name, *David Weiner v. Ocwen*
19 *Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (or substantially similar clear and
20 unambiguous language); (c) the Class Member's full name, current address, and telephone number, (d) the
21 loan number and address of the property bringing the Class Member within the scope of the Class; (e) state
22 that the Class Member objects to the Settlement, in whole or in part; (f) state whether the objection applies
23 only to the objector or to the entire Settlement Class; (g) state with specificity the grounds for the objection;
24 (h) provide copies of any documents that the Class Member wishes to submit in support of his or her
25 position; (i) state whether the Class Member intends to appear at the Final Approval hearing; and (j) state
26 whether the Class Member will be represented by separate counsel.

27 22. A Settlement Class Member may object on his or her own behalf or through a lawyer hired
28 at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted

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

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

20 24. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with
21 the provisions of this Order will waive and forfeit any and all rights he, she, or it may have to object to the
22 Settlement Agreement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to
23 object waives a Settlement Class Member's right to appeal the Final Approval Order.

24 25. Not fewer than twenty-eight (28) days prior to the date set by the Court to consider whether
25 this Settlement should be finally approved, Settlement Class Counsel shall file a motion or motions for
26 Final Approval of the Settlement Agreement and for Attorney's Fees and Costs for work performed in
27 connection with the Action.
28

Fairness Hearing

1
2 26. The Court will hold a Fairness Hearing on _____, 2024 [150 days after entry of
3 *this Preliminary Approval Order*] in the United States District Court for the Eastern District of California,
4 Robert T. Matsui United States Courthouse, Courtroom Room 10, 13th floor. The purpose of the Fairness
5 Hearing will be to determine whether to finally approve the Settlement Agreement as fair, reasonable, and
6 adequate pursuant to Rule 23(e). If the Court subsequently determines that the Fairness Hearing should
7 not occur in-person but rather through remote means, the Court will issue a subsequent order.

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

18 28. Defense Counsel and Class Counsel shall serve on each other and on all other parties who
19 have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support
20 of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Defense
21 Counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests
22 for exclusion that may come into their possession and shall file such objections or requests for exclusion
23 with the Court on or before the date of the Final Approval Hearing.

24 29. The Court may, in its discretion, modify the date, time, and/or location of the Fairness
25 Hearing. In the event the Court changes the date, time, and/or location of the Fairness Hearing, the new
26 date and time shall be posted on the Settlement Website.

27 30. If the Court for any reason does not enter the proposed Final Approval Order or Judgment,
28 or if the terms set forth in either (with the exception of any provision relating to the Settlement Class

1 Counsel Attorneys' Fees and Costs) are materially modified, reversed, or set aside on further judicial
2 review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court
3 takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section
4 III of the Settlement Agreement or to impose greater financial or other burdens on Defendants than those
5 contemplated in the Settlement Agreement, then either Party shall have the option of terminating the
6 Settlement Agreement. Defendants shall also have the right to terminate the Settlement Agreement if the
7 number of timely and valid opt-outs exceeds the threshold set forth in Section V-A of the Settlement
8 Agreement.

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

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

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

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

25 35. The following chart summarizes the dates and deadlines set by this Preliminary Approval
26 Order:
27
28

Date	Event
	Entry of Preliminary Approval Order
30 days after entry of Preliminary Approval Order	Settlement Class Notice Program begins
60 days after entry of Preliminary Approval Order	Substantial Completion of Direct Notice Component of Settlement Class Notice Program
75 days after entry of Preliminary Approval Order	Motion(s) for Final Approval and Attorneys' Fees and Expenses
105 days after entry of Preliminary Approval Order	Objection and Opt-Out Deadline
130 days after entry of Preliminary Approval Order	Reply Memoranda in Support of Final Approval and Fee/Expense Motion(s)
150 days after entry of Preliminary Approval Order	Fairness Hearing
18 months after entry of Preliminary Approval Order	Settlement Claims 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 evidence in any action or proceeding against any Party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases, or this Order. Neither shall this Order be offered by any person or received against any of the Released Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties of:

a. the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in this action or in any litigation, or other judicial or administrative

1 proceeding, or the deficiency of any defense that has been or could have been asserted in this action or in
2 any litigation, or of any liability, negligence, fault or wrongdoing of any of the Released Parties;

3 b. any fault, misrepresentation, or omission with respect to any statement or written
4 document approved or made by any of the Released Parties or any other wrongdoing by any of the
5 Released Parties; or

6 c. any liability, negligence, fault, or wrongdoing in any civil, criminal, or
7 administrative action or proceeding by any of the Released Parties.

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

10 **IT IS SO ORDERED.**

11
12
13
14 Dated: _____, 2023

By: _____

Honorable Daniel J. Calabretta
United States District Judge

EXHIBIT B
TO SETTLEMENT
AGREEMENT
(CLASS NOTICE)

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

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

If you live in the United States and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you paid for Broker Price Opinions or Hybrid Valuations between November 5, 2010 and September 29, 2017, or if you live in California and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you were charged for Broker Price Opinions or Hybrid Valuations, you may be entitled to the benefits of a class action settlement

Estimated payments are \$60 per Broker Price Opinion and \$70 per Hybrid Valuation

Defendants Ocwen Financial Corporation, and Ocwen Loan Servicing, LLC (together, “Defendants” or “Ocwen”) have agreed to a proposed class action Settlement to resolve claims in a class action lawsuit called *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (the “Settlement”).¹ The Plaintiff in this lawsuit alleges that Ocwen over-charged borrowers for certain property valuation expenses, including Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which the Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

The purpose of this notice is to inform you of the proposed class action Settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

The Settlement Class includes the following members:

- (a) Nationwide Settlement Class: All residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action; and
- (b) California Settlement Sub-Class: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

If approved, the Settlement will provide compensation or other valuable benefits to Settlement Class Members. These benefits include:

- A **\$60** reimbursement for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.■■■■.com or call toll-free at 1-888-■■■■-■■■■

- A **\$70** reimbursement for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of **\$60** for each BPO and **\$70** for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

For their work in securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will request reasonable attorneys’ fees, estimated to be \$8,000,000, plus reasonable reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys’ fees and costs will be paid by the Defendants.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at www.████████.com. Please visit the website regularly for further updates about the Settlement.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.████████.com or call toll-free at 1-888-████-XXXX

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YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

Questions? Visit www.████████.████████.com or call toll-free at 1-888-████-XXXX

BASIC INFORMATION

1. WHAT IS THIS NOTICE ABOUT?

The Court overseeing this case authorized this Notice to inform you about a class action settlement in a lawsuit named *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.), which is pending before the Honorable Daniel J. Calabretta in the United States District Court for the Eastern District of California.

Plaintiff David Weiner (“Plaintiff” or “Settlement Class Representative”) alleged that Ocwen over-charged borrowers for certain property valuation expenses, known as Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the Settlement Website, www._____.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

<p>PARTICIPATE BY FILING A CLAIM</p>	<p>To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 4 for details on how to submit a valid claim. By submitting a claim, you will give up your right to sue or continue to sue Defendants for the claims in this case.</p> <p>You can submit your claim now. Under the current schedule, claims must be submitted electronically or postmarked by [Month Day], 2024. This schedule may change, so please visit the Settlement Website (www._____.com) regularly for updates.</p>
<p>REQUEST EXCLUSION</p>	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by [Month Day], 2024. If you do so, you will receive no compensation under this Settlement, but this is the only option that will allow you to keep your right to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 9-11 for further detail.</p>
<p>OBJECT</p>	<p>If you do not exclude yourself from the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your valid and timely objection by [Month Day], 2024. If you object to the Settlement, you are expressing your views about the</p>

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

	<p>Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 14 and 15 for further details.</p> <p>If you submit a valid and timely objection to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 14-15 for further details.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will receive no payment in this Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.</p>

WHO IS IN THE SETTLEMENT CLASS?

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons who fall into the following categories:

- (a) Nationwide Settlement Class: All residents of the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing LLC (together, “Ocwen”) and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action.
- (b) California Settlement “Sub-Class: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www._____.com, or call toll-free at 1-888-XXX-XXXX.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

- A **\$60 reimbursement** for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);
- A **\$70 reimbursement** for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

4. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid claim to receive a settlement payment. The Claim Form asks for basic information and takes just a few minutes to complete.

To submit your claim online, visit www._____.com. If you received a Postcard or Email Notice and provide your Unique ID from that notice, you will not need to provide any documentation when you submit your claim. If you do not have a Unique ID, or if the Settlement Administrator is unable to verify the information in your claim, the Settlement Administrator may request supporting documentation that identifies your specific home loan for which Ocwen provided services.

If you would prefer to submit your Claim Form by mail, you can download and print the necessary forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-888-XXX-XXXX. For faster claims processing, you may also submit your claim online at the website below.

If you have questions about what documentation is needed for your claim, visit www._____.com or call the Settlement Administrator at 1-888-XXX-XXXX.

Submit claims online: www._____.com.

Submit claims via mail:

XXX Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

Submit claims via email: _____

5. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Settlement Claim, and send out payments after the Settlement’s “Effective Date.”

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

The “Effective Date” will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

Please check www.█.com after the Final Approval Hearing (*see* **Questions 16-18**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Final Approval Hearing in 2024.

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Questions? Visit www.█.com or call toll-free at 1-888-**XXX-XXXX**

UNDERSTANDING THE CLASS ACTION PROCESS

6. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people who have similar claims. All these people are a “class” or “class members.” When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt-out process is described in **Questions 9-11** below.

7. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and will not be able to sue, continue to sue, or be part of any other lawsuit against them or anyone else having to do with the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

[insert]

Under the Settlement, you are not releasing your rights or ability to participate in or pursue remedies in relation to any future conduct concerning the servicing of your residential loan.

The Settlement Agreement at Section **III-A** describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www._____.com.

You can talk to one of the lawyers listed in **Question 12** below for free or you can, of course, talk to your own lawyer at your own expense.

8. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement. See **Question 4** above for information on how to get a cash payment from the Settlement.

You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ocwen or anyone else having to do with the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.” If you ask to be excluded, you will not get any Settlement Relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Ocwen in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name and current address, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- A statement saying “I wish to exclude myself from the Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Your Exclusion Request must be postmarked or emailed no later than [Month Day], 2024 to:

XXXXXX – Exclusions
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111
info@____.com

10. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

11. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

Roland Tellis
Baron & Budd, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, CA 91436
Tel.: (818) 839-2333

Email: rtellis@baronbudd.com

If you want to be represented by your own lawyer, you may hire one at your own expense.

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Questions? Visit www.____.com or call toll-free at 1-888-XXX-XXXX

13. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award reasonable attorneys' fees, plus reimbursable litigation costs, for litigating this case and securing this nationwide Settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs before it is paid.

Settlement Class Counsel will submit their request by [Month Day], 2024, and that document will be available at www._____.com shortly after it is filed with the Court.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 14**.

Any attorney fee award is ultimately determined by the Court. Please check www._____.com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

14. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit may continue.

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- A statement that you object to the Settlement, in whole or part, in the case known as *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) and whether the objection applies to you or the entire Settlement Class;
- Your full name and current address, telephone number, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- 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;
- A statement that you have reviewed the Settlement Class definition and have not opted out of the Settlement Class;
- All other supporting papers, materials, or briefs (if any) you wish the Court to consider when reviewing the objection; and
- A statement of whether you intend to appear at the Final Approval Hearing and whether you will be represented by separate counsel.

If you object through your own hired lawyer at your own expense, your objection must also include:

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

- The number of times you have objected to a class action settlement within the five years preceding the date of the objection;
- The case caption of each case in which you have made such objection; and
- A statement of the nature of the objection.

Lawyers asserting an objection(s) on behalf of a Settlement Class Member(s) must:

- File a notice of appearance with the Court by **[Month Day], 2024**;
- File a sworn declaration (a) attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Settlement Class Member; (b) state whether the objection applies only to the objector or the entire Settlement Class; (c) state the specificity of the grounds for the objection; and (d) specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement;
- Disclose any agreement, formal or informal, with other attorneys or law firms regarding the objection; and
- Comply with the procedures described above.

Your objection, along with any supporting material you wish to submit, must be filed with the Court and delivered to Settlement Class Counsel, Defense Counsel, and the Clerk of the Court at addresses below, by **[Month Day], 2024**.

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
<p>Office of the Clerk United States District Court for the Eastern District of California</p> <p>Robert T. Matsui United States Courthouse 501 I Street Room 4-200, 4th Floor Sacramento, 95814</p>	<p>Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Telephone: (818) 839-2333</p>	<p>Melinda L. Haag Randall S. Luskey PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 535 Mission Street, 24th Floor San Francisco, CA 94105 Telephone: (628) 432-5112</p> <p>Richard A. Jacobsen ORRICK, HERRINGTON & SUTCLIFFE LLP 51 West 52nd Street New York, NY 10019-6142 Telephone: (212) 506-5000</p>

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Questions? Visit www.████████.com or call toll-free at 1-888-**XXX-XXXX**

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **[Month Day], 2024** at **xx:xx x.m.** PT, in Courtroom 10 of the United States District Court for the Eastern District of California, Sacramento Division, Robert T. Matsui Courthouse, 501 I Street, Sacramento, CA 95814.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. We do not know how long these decisions will take.

17. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* **Question 18** below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

18. MAY I SPEAK AT THE HEARING?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court, by **on or before [Month Day], 2024**, a notice of intent to appear at the Final Approval Hearing. Your request must include **[Insert Court's Requirements from Preliminary Approval Order]**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

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PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.█.com or call toll-free at 1-888-**XXX-XXXX**

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www._____.com.

You may also contact the Settlement Administrator for more information by emailing info@_____.com, calling toll-free at 1-888-XXX-XXXX, or writing _____ Settlement, c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111.

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www._____.com.

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PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

EXHIBIT C
TO SETTLEMENT
AGREEMENT
(CLAIM FORM)

CLAIM FORM INSTRUCTIONS

Ocwen Class Action Settlement

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at [REDACTED].com. **Although you may complete and return this Claim Form by mail, the fastest way to submit a claim is online at [REDACTED].com.**

If you have questions about this Claim Form, please visit [REDACTED].com for additional information. You may also contact the Settlement Administrator at 1-888-XXX-XXXX or email info@[REDACTED].com with your questions.

To complete your Claim Form, you must include the following:

- 1. Claim Information:** Please neatly print or type all information requested on the Claim Form. If you received a Postcard or Email Notice with a Unique ID, please include it in Section I (*Borrower Information*) of the Claim Form. **Please submit only one Claim Form per residential loan.**
- 2. Documentation:** If you received a Postcard or Email Notice with a Unique ID and provide that Unique ID on this Claim Form, you do not need to provide any documentation at this time. If you do not have a Unique ID, the Settlement Administrator may contact you to request documentation to verify your claim at a later date. You may need to provide supporting documentation to show your status as a borrower for a loan serviced by Ocwen during the relevant class period.
- 3. Claim Submission:** The fastest way to submit a claim is online at [REDACTED].com. Under the current schedule, your electronic claim must be **submitted by [Deadline]**. If you submit a paper Claim Form, it must be **postmarked or emailed no later than [Deadline]** and addressed to:

[REDACTED]
c/o JND Legal Administration
PO Box [REDACTED]
Seattle, WA 98111
info@[REDACTED].com

This schedule may change, so please visit [REDACTED].com regularly for updates.

Claim Verification: All claims are subject to verification. The Settlement Administrator will contact you if additional information or documentation is needed to verify your claim.

Assistance: If you have questions concerning this Claim Form or need additional copies, please contact the Settlement Administrator at [REDACTED], c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111, via email at info@[REDACTED].com, or by calling 1-888-XXX-XXXX.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

Failure to submit the required documentation or to complete all parts of the Claim Form may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

Questions? Visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call toll-free 1-888-XXX-XXXX
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

Ocwen Class Action Settlement

I. BORROWER INFORMATION

Please provide your name and contact information below. Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Administrator if your contact information changes after your claim is submitted.

Borrower First Name	MI	Last Name
Loan Number (Please only provide one loan number per Claim Form)		
Address (between November 5, 2010, and September 29, 2017)		
Address 2		
City	State	ZIP Code
Email	Phone Number	
Unique ID*		
Address (current)		
Address 2		
City	State	ZIP Code

**The Unique ID is listed in your Postcard or Email Notice. If you misplaced that Notice, please contact the Settlement Administrator. If you do not have a Unique ID, you may leave this field blank.*

Questions? Visit [www. \[REDACTED\].com](http://www. [REDACTED].com) or call toll-free 1-888-XXX-XXXX
 To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

Ocwen Class Action Settlement

II. RESIDENTIAL LOAN INFORMATION

1. Check the box below if you are a resident of the United State of America who had a residential loan serviced by Ocwen and who paid Ocwen for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) between November 5, 2010, and September 29, 2017, and you request a refund of these payments.

Yes

2. Check the box below if you are a resident of the State of California who had a loan serviced by Ocwen and who had charges for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) assessed to your mortgage account by Ocwen between November 5, 2010, and September 29, 2017, and you request a reversal of these charges.

Yes

III. PAYMENT METHOD

Please select your preferred payment method for your claim. If you do not make an election and provide the required email address (for a Virtual Debit Card), or if you elect more than one option, your payment will be sent by check.

Virtual Debit Card Email: _____

Paper Check by Mail

IV. CERTIFICATION

I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my Claim.

Signature of Borrower

Date

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Printed Name

Questions? Visit www.OCWEN.com or call toll-free 1-888-XXX-XXXX
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

1 Daniel Alberstone (SBN 105275)
dalberstone@baronbudd.com
2 Roland Tellis (SBN 186269)
rtellis@baronbudd.com
3 Mark Pifko (SBN 228412)
mpifko@baronbudd.com
4 Peter Klausner (SBN 271902)
pklausner@baronbudd.com
5 BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1600
6 Encino, California 91436
7 Telephone: (818) 839-2333

8 Attorneys for Plaintiff
9 DAVID WEINER, individually, and on
behalf of other members of the general
10 public similarly situated

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA

13 DAVID WEINER, individually, and on behalf of
14 other members of the public similarly situated,

15 Plaintiff,

16 vs.

17 OCWEN FINANCIAL CORPORATION, a
18 Florida corporation, and OCWEN LOAN
SERVICING, LLC, a Delaware limited liability
company,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.: 2:14-cv-02597-DJC-DB
CLASS ACTION

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

Hon. Daniel J. Calabretta

Date: January 25, 2022

Time: 1:30 pm

Dept: Courtroom 10

Action Filed: November 5, 2014

1 I, Gina M. 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 proposed Settlement Notice Program and
9 address why it is consistent with other class notice plans that courts have determined satisfy the
10 requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of
11 the United States Constitution, and any other applicable statute, law or rule, as well as the Federal
12 Judicial Center (“FJC”) 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 (“SEC”), the Federal Trade Commission (“FTC”), and most recently, the Consumer Financial Protection
27 Bureau (CFPB). In addition, we have been working with a number of other United States government
28 agencies, including: the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the

1 Comptroller of the Currency (“OCC”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal
2 Communications Commission (“FCC”), the Department of Justice (“DOJ”), and the Department of Labor
3 (“DOL”). We also have Master Services Agreements with various corporations, and banks, which were
4 only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures.
5 JND has also been certified as SOC 2 Type 2 Compliant by noted accounting firm Moss Adams.¹

6 5. JND has been recognized by various publications, including the *National Law Journal*, the
7 *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was
8 named the #1 Class Action Claims Administrator in the U.S. by the national legal community for
9 multiple consecutive years and was inducted into the *National Law Journal* Hall of Fame in 2022 and
10 2023 for having held this title. JND was also recognized last year as the Most Trusted Class Action
11 Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the
12 publication’s 2022 Legal Elite Awards program.

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

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

27 _____
28 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA (American Institute of Certified Public Accountants) criteria for providing data 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, and the \$123 million COI settlement against John
4 Hancock Life Insurance Company of New York, as well as hundreds of other matters. Our notice
5 campaigns are regularly approved by courts throughout the United States.

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

15 **CASE BACKGROUND**

16 9. I have been asked by the Parties to assist in preparing a Settlement Notice Program to
17 reach members of the Settlement Class and inform them about the proposed Settlement and their rights
18 and options. On September 29, 2017, the Court certified a Nationwide Class that includes all residents of
19 the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen
20 Loan Servicing LLC (together "Ocwen") and who paid for one or more Broker Price Opinions ("BPOs")
21 or Hybrid Valuations ("Hybrids") charged by Ocwen through Altisource, from November 5, 2010
22 through September 29, 2017.

23 10. The Court also certified a California Settlement Sub-Class that includes all residents of the
24 State of California who have or had a loan serviced by Ocwen and to whom charges for one or more
25 BPOs or Hybrids were accessed to their mortgage account by Ocwen through Altisource, from
26 November 5, 2010 through September 29, 2017.

27 11. The Nationwide Settlement Class and California Settlement Sub-Cass are collectively the
28 Settlement Class.

SETTLEMENT NOTICE PROGRAM OVERVIEW

12. The objective of proposed Settlement Notice Program 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 plain language notice with the ability to easily take the next step and learn more about the 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.

13. The proposed Settlement Notice Program consists of the following components:

- A. Direct notice to all known Settlement Class Members;
- B. Supplemental digital notice with the leading digital network (Google Display Network or “GDN”);
- C. Internet search campaign;
- D. Distribution of a nationwide press release in English and Spanish;
- E. The Settlement Website through which the Long Form Notice will be posted and the Claim Form may be submitted electronically or printed and mailed; 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.

14. 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 Settlement Notice Program will provide the best notice practicable under the circumstances.

15. Each component of the proposed Settlement Notice Program is described in more detail in the sections below.

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 & Jacqueline*, 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

1 individual notice to all members who can be identified through reasonable effort. The notice may be by
2 one or more of the following: United States mail, electronic means, or other appropriate means.”

3 17. JND will mail the Postcard Notice, attached as **Exhibit B** to Settlement Class Members
4 for whom a postal address is obtained from Defendants’ files. JND will also send the Email Notice,
5 attached as **Exhibit C**, to any Settlement Class Member for whom an email address is available.

6 18. Upon receipt of Settlement Class Member data, JND will promptly load the information
7 into a secure case-specific database for this matter. JND will review the data provided in order to identify
8 any undeliverable addresses and duplicate records. A unique identification number will be assigned to
9 each Settlement Class Member to identify them throughout the Settlement administration process. JND
10 employs appropriate administrative, technical and physical controls designed to ensure the confidentiality
11 and protection of Settlement Class Member data, as well as to reduce the risk of loss, misuse, or
12 unauthorized access, disclosure or modification of Settlement Class Member data.

13 19. Prior to mailing notice, JND staff will perform advanced address research using skip trace
14 databases and the United States Postal Service (“USPS”) National Change of Address (“NCOA”)
15 database to update addresses.² JND will track all notices returned undeliverable by the USPS and will
16 promptly re-mail notices that are returned with a forwarding address. In addition, JND will take
17 reasonable efforts to research and determine if it is possible to reach a Settlement Class Member for
18 whom a notice is returned without a forwarding address, either by mailing to a more recent mailing
19 address or using available skip-tracing tools to identify a new mailing address and/or an email address by
20 which the potential Settlement Class Member may be reached.

21 **DIGITAL NOTICE**

22 20. To supplement the direct notice effort, JND designed a 4-week digital campaign that will
23 serve 39.8 million impressions through GDN.³

24
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 Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media
28 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

1
2 26. JND will establish and maintain an informational and interactive, case-specific Settlement
3 Website, which will have an easy-to-navigate design and will be formatted to emphasize important
4 information and deadlines. Other available features will include a page with answers to frequently asked
5 questions (“FAQs”), contact information for the Settlement Administrator, Settlement deadlines, and
6 links to important case documents, including the Long Form Notice, attached as **Exhibit F**, the Claim
7 Form, attached as **Exhibit G**, and the Settlement Agreement. The website will also include information
8 on how potential Settlement Class Members can opt-out of or object to the Settlement if they choose. The
9 Settlement Website will be prominently displayed in printed notice documents and accessible through a
10 hyperlink embedded in digital notices.

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

15 28. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that
16 information loads quickly on mobile devices and will also be designed to maximize search engine
17 optimization through Google and other search engines. Keywords and natural language search terms will
18 be included in the site's metadata to maximize search engine rankings.

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

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

24 30. JND will also establish a dedicated email address to receive and respond to Settlement
25 Class Member inquiries. JND will generate email responses from scripted answers to FAQs, which will
26 be approved by the Parties, and will also be used by our call center personnel for efficiency and to
27 maintain uniformity of messaging.
28

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

3 **NOTICE DESIGN AND CONTENT**

4 32. The proposed notice documents are designed to comply with Rule 23's guidelines for
5 class action notices and the *FJC's Checklist*. The notices contain easy-to-read summaries of the
6 Settlement and instructions on how to obtain more information. The notices direct potential Settlement
7 Class Members to the Settlement Website, where the Long-Form Notice will be posted.

8 33. Courts routinely approve notices that have been written and designed in a similar manner.

9 **REACH**

10 34. Based on JND's experience, we expect the direct notice effort to reach virtually all
11 Settlement Class Members. The supplemental media efforts will further enhance notice exposure.

12 35. The expected reach is on the high end of the 70–95% reach standard set forth by the FJC
13 and will exceed that of other court approved programs.⁴

14 **CONCLUSION**

15 36. In my opinion, the proposed Settlement Notice Program provides the best notice
16 practicable under the circumstances; is consistent with the requirements of Rule 23; and is consistent
17 with other similar court-approved best notice practicable notice programs. The Settlement Notice
18 Program is designed to reach as many Settlement Class Members as possible and inform them about the
19 Settlement and their rights and options.

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

22 Executed on December 18, 2023, at Philadelphia, Pennsylvania.

23 

24 _____
25 Gina Intrepido-Bowden

26 _____
27 ⁴ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*
28 (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%."

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “A”
(EXPERIENCE)**

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 notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA 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
- *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 Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *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
- *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 25 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*.



JUDICIAL RECOGNITION

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

1. Judge Stephen V. Wilson

LSIMC, LLC v. Am. Gen. Life Ins. Co., (June 27, 2023)

No. 20-cv-11518 (C.D. Cal.):

The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.

2. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (April 24, 2023)

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

The Court finds that the Notice ... (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.

3. 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 claim 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.

4. 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.

5. 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.

6. 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”).

7. 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.

8. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)
No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program 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 and Federal Rule of Civil Procedure 23.

9. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)
No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner

of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

10. 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).

11. 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.

12. 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.

13. 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.

14. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

15. 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.

16. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. *Id.* ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

17. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

18. 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. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

19. 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.

20. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)

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

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, 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.

21. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)

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

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

22. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

23. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

24. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

25. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)

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

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

26. 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.

27. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

28. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

29. 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.

30. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

31. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

32. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... 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, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

33. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

34. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

35. 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.

36. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

37. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

38. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

39. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

40. 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.

41. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

42. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. 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.

43. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

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.

44. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

45. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, 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.

46. 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.

47. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

48. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

49. 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.

50. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

51. 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.

52. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the

circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

53. 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.

54. 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.

55. 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.

56. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

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, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

57. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)

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

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled

to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

58. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

59. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co., (Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

60. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

61. 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.

62. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,

(Indirect Purchaser–Gordon Settlement), (August 4, 2015)

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.

63. 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.

64. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)
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.

65. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

66. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

67. Honorable José L. Linares

Demmick v. Celco P’ship, (May 1, 2015)
No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

68. 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.

69. 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.

70. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

71. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

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

This Court has again reviewed the Notice and the accompanying documents and finds that the “best practicable” notice was given to the Class and that the Notice was “reasonably calculated” to (a) describe the Action and the Plaintiff’s and Class Members’ rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

72. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

73. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given 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 these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

74. 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.

75. 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.

76. 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.

77. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

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

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

78. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

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

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

79. 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...

80. 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;...

81. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)
No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

82. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

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

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

83. Judge Ann D. Montgomery

In re Uponsor, 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.

84. Judge Jeffrey Goering

Molina v. Intrust Bank, N.A., (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

85. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the 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 Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

86. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

87. 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.

88. 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.

89. Judge James Robertson

In re Dep’t of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

90. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

91. 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.

92. 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.

93. 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>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<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>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>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<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>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>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<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>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>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<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>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<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>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.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General 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 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.

CASE NAME	CASE NUMBER	LOCATION
<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 Resistors Antitrust Litig.</i>	15-cv-03820-JD	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 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 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.

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 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>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>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>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<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>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. Cir. 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.

CASE NAME	CASE NUMBER	LOCATION
<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>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<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>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. Cir. 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>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<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.

CASE NAME	CASE NUMBER	LOCATION
<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>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<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>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<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.

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “B”
(POSTCARD NOTICE)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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

If you have or had a loan serviced by Ocwen Loan Servicing, LLC and you paid for Broker Price Opinions or Hybrid Valuations between 2010 and 2017, you may be entitled to the benefits of a class action settlement

Estimated payments are:
\$60 per Broker Price Opinion
\$70 per Hybrid Valuation

x Settlement Administrator
c/o JND Legal Administration
P.O. Box **x**
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

Records indicate you may be affected by a proposed settlement reached in a class action lawsuit called *Weiner v. Ocwen Financial Corp.*, Case No. Case No. 14-cv-02597, (E.D. Cal.) (the "Settlement"). This Notice summarizes your rights and options. More details are available at www.xxxx.com.

What is this about? Plaintiff alleges that Ocwen Loan Servicing, LLC and its parent company Ocwen Financial Corporation (together, "Defendants" or "Ocwen") over-charged borrowers for certain property valuation expenses, including Broker Price Opinions ("BPOs") or Hybrid Valuations ("Hybrids"), which Plaintiff alleges contained undisclosed "mark-ups." Ocwen denies Plaintiff's claims, and all alleged wrongdoing associated with Plaintiff's claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

Who is affected? The Court certified a Nationwide Settlement Class that includes all residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action. The Court also certified a California Settlement Sub-Class that includes all residents of the State of California who have or had a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017 (the "class period"). The Nationwide Settlement Class and California Settlement Sub-Class are collectively the Settlement Class.

What does the Settlement provide? If approved, the Settlement will provide:

- A **\$60** reimbursement for each BPO fee that Settlement Class Members paid during the class period;
- A **\$70** reimbursement for each Hybrid fee that Settlement Class Members paid during the class period;
- **Reversals and/or credits** for any California Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid; and
- Defendants' **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the "reconciliation" service added by vendors to BPO and Hybrid products.

What are my options? You can file a claim, request exclusion, object, or do nothing.

File a Claim. To receive a payment from the Settlement, submit a valid claim electronically at www.xxxx.com postmarked by **[Month Day], 2024**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.

Request Exclusion. To remove yourself from the Settlement ("opt out"), submit an exclusion request by **[Month Day], 2024**. If you exclude yourself, you will receive no payment from the Settlement, but this is the only option that will allow you to keep your right to sue or continue to sue Defendants for the claims in this case.

Object. If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be **submitted by Month x, 2024**.

Do Nothing. If you do nothing, you will receive no payment from the Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to www.xxxx.com.

What happens next? The Court will hold a Final Approval Hearing **on Month x, 2024 at x:xx x.m. PT.** to consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys' fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys' fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **[Month Day], 2024**, a notice of intent to appear at the Final Approval Hearing.

How can I get more information? Go to www.xxxx.com, email info@xxxx.com, call toll-free 1-xxx-xxx-xxxx, or write to **x** Settlement, c/o JND Legal Administration, P.O. Box **x**, Seattle, WA 98111.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Unique ID: [JND Unique ID]

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail. This form is not a Claim Form. You must file a Claim Form if you would like to receive a payment from the Settlement.

PLACE STAMP HERE

x
c/o JND Legal Administration
P.O. Box **x**
Seattle, WA 98111

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “C”
(EMAIL NOTICE)**

To: [Class Member Email Address]

From: info@RealEstateCommissionLitigation.com

Subject Line: Ocwen Loan Settlement

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

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

If you have or had a loan serviced by Ocwen Loan Servicing, LLC and you paid for Broker Price Opinions or Hybrid Valuations between 2010 and 2017, you may be entitled to the benefits of a class action settlement.

**Estimated payments are:
\$60 per Broker Price Opinion
\$70 per Hybrid Valuation**

YOUR UNIQUE ID: XXXXXXXX

Dear [Class Member Name],

You are receiving this Notice because records indicate you may be affected by a proposed settlement reached in a class action lawsuit called *Weiner v. Ocwen Financial Corp.*, Case No. Case No. 14-cv-02597, (E.D. Cal.) (the "Settlement"). This Notice summarizes your rights and options. More details are available at www.xxxx.com.

What is this about? Plaintiff alleges that Ocwen Loan Servicing, LLC and its parent company Ocwen Financial Corporation (together, "Defendants" or "Ocwen") over-charged borrowers for certain property valuation expenses, including Broker Price Opinions ("BPOs") or Hybrid Valuations ("Hybrids"), which Plaintiff alleges contained undisclosed "mark-ups." Ocwen denies Plaintiff's claims, and all alleged wrongdoing associated with Plaintiff's claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

Who is affected? The Court certified a Nationwide Settlement Class that includes all residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action. The Court also certified a California Settlement Sub-Class that includes all residents of the State of California who have or had a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were accessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017 (the "class period"). The Nationwide Settlement Class and California Settlement Sub-Class are collectively the Settlement Class.

What does the Settlement provide? If approved, the Settlement will provide:

- A **\$60** reimbursement for each BPO fee that Settlement Class Members paid during the class period;
- A **\$70** reimbursement for each Hybrid fee that Settlement Class Members paid during the class period;

- **Reversals and/or credits** for any California Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid; and
- Defendants' **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the "reconciliation" service added by vendors to BPO and Hybrid products.

What are my options? You can file a claim, request exclusion, object, or do nothing.

File a Claim. To receive a payment from the Settlement, submit a valid claim electronically at the link below or mail postmarked by **[Month Day], 2024**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.

FILE A CLAIM

Request Exclusion. To remove yourself from the Settlement ("opt out"), submit an exclusion request by **[Month Day], 2024**. If you exclude yourself, you will receive no payment from the Settlement, but this is the only option that will allow you to keep your right to sue or continue to sue Defendants for the claims in this case.

Object. If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be **submitted by Month x, 2024**.

Do Nothing. If you do nothing, you will receive no payment from the Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to www.xxxx.com.

What happens next? The Court will hold a Final Approval Hearing **on Month x, 2024 at x:xx x.m. PT**, to consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys' fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys' fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **[Month Day], 2024**, a notice of intent to appear at the Final Approval Hearing.

How can I get more information? Go to www.xxxx.com, email info@xxxx.com, call toll-free 1-**xxx-xxx-xxxx**, or write to **x** Settlement, c/o JND Legal Administration, P.O. Box **x**, Seattle, WA 98111.

Questions? Visit www.xxxx.com or Call xxx-xxx-xxxx

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

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “D”
(DIGITAL ADS)**

Banner Ads

1

728 x 90

LEGAL NOTICE

Ocwen Loan Class Action Settlement
 Certain borrowers from 2010-2017 may be entitled to benefits

FILE A CLAIM

\$60 per Broker Price Opinion and \$70 per Hybrid Valuation

The banner features a background image of a pen resting on a document with a 'JND' logo in the bottom right corner.

160 x 600

LEGAL NOTICE

Ocwen Loan Class Action Settlement
 Certain borrowers from 2010-2017 may be entitled to benefits

\$60 per Broker Price Opinion and \$70 per Hybrid Valuation

FILE A CLAIM

The vertical banner features a background image of a pen resting on a document with a 'JND' logo in the bottom right corner.

300 x 250

LEGAL NOTICE

Ocwen Loan Class Action Settlement
 Certain borrowers from 2010-2017 may be entitled to benefits

\$60 per Broker Price Opinion and \$70 per Hybrid Valuation

FILE A CLAIM

The square banner features a background image of a pen resting on a document with a 'JND' logo in the bottom right corner.

320 x 50

LEGAL NOTICE

Ocwen Loan Class Action Settlement
 Certain borrowers from 2010-2017 may be entitled to benefits. \$60 per Broker Price Opinion and \$70 per Hybrid Valuation.


FILE A CLAIM

The horizontal banner features a background image of a pen resting on a document with a 'JND' logo in the bottom right corner.

Responsive Search Text Ads

2

Sponsored


 www.example.com/

Ocwen Loan Settlement - File a Claim

Receive \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. File a claim. Certain borrowers with Ocwen loans serviced from 2010-2017 may be entitled to a payment.

[Important Documents](#) · [File a Claim](#) · [FAQ](#)

Sponsored


 www.example.com/

Ocwen Loan Settlement - Affects Borrowers

Certain borrowers with Ocwen loans serviced from 2010-2017 may be entitled to a payment. Receive \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. File a claim.

[Important Documents](#) · [FAQ](#) · [File a Claim](#)

Sponsored

 www.example.com/

Ocwen Loan Settlement - File a Claim


Certain borrowers with Ocwen loans serviced from 2010-2017 may be entitled to a payment. Receive \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. File a claim.

[Important Documents](#)

[FAQ](#)

[File a Claim](#)

Sponsored

 www.example.com/

Ocwen Loan Settlement - Affects Borrowers - File a Claim

Receive \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. File a claim. Certain borrowers with Ocwen loans serviced from 2010-2017 may be entitled to a payment.

[File a Claim](#)

[Important Documents](#)

[FAQ](#)

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “E”
(PRESS RELEASE)**

Borrowers who have or had a loan serviced by Ocwen Loan Servicing, LLC and paid for Broker Price Opinions or Hybrid Valuations between 2010 and 2017, may be entitled to the benefits of a class action settlement. Estimated payments are \$60 per Broker Price Opinion and \$70 per Hybrid Valuation.

Seattle/**Month x**, 2024/PR Newswire/

A proposed settlement has been reached in a class action lawsuit called *Weiner v. Ocwen Financial Corp.*, Case No. Case No. 14-cv-02597, (E.D. Cal.) (the “Settlement”). This Notice summarizes Class Members’ rights and options. More details are available at www.xxxx.com.

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

What is this about?

Plaintiff alleges that Ocwen Loan Servicing, LLC and its parent company Ocwen Financial Corporation (together, “Defendants” or “Ocwen”) over-charged borrowers for certain property valuation expenses, including Broker Price Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”), which Plaintiff alleges contained undisclosed “mark-ups.” Ocwen denies Plaintiff’s claims, and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

Who is affected?

The Court certified a Nationwide Settlement Class that includes all residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action. The Court also certified a California Settlement Sub-Class that includes all residents of the State of California who have or had a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017 (the “class period”). The Nationwide Settlement Class and California Settlement Sub-Class are collectively the Settlement Class.

What does the Settlement provide?

If approved, the Settlement will provide:

- A \$60 reimbursement for each BPO fee that Settlement Class Members paid during the class period;
- A \$70 reimbursement for each Hybrid fee that Settlement Class Members paid during the class period;
- Reversals and/or credits for any California Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid; and
- Defendants’ modification of disclosures to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

What are my options?

Class Members can file a claim, request exclusion, object, or do nothing.

- **File a Claim.** To receive a payment from the Settlement, submit a valid claim electronically at www.xxxx.com or postmarked by **[Month Day], 2024**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.
- **Request Exclusion.** To remove yourself from the Settlement (“opt out”), submit an exclusion request by **[Month Day], 2024**. If you exclude yourself, you will receive no payment from the Settlement, but this is the only option that will allow you to keep your right to sue or continue to sue Defendants for the claims in this case.
- **Object.** If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be submitted by **[Month x], 2024**.
- **Do Nothing.** If you do nothing, you will receive no payment from the Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to www.xxxx.com.

What happens next?

The Court will hold a Final Approval Hearing on **Month x, 2024** at **x:xx x.m. PT**, to consider whether to give final approval to the Settlement and grant Settlement Class Counsel’s request for attorneys’ fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys’ fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys’ fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **[Month Day], 2024**, a notice of intent to appear at the Final Approval Hearing.

How can I get more information?

Go to www.xxxx.com, email info@xxxx.com, call toll-free 1-**xxx-xxx-xxxx**, or write to x Settlement, c/o JND Legal Administration, P.O. Box **x**, Seattle, WA 98111.

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “F”
(LONG FORM NOTICE)**

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

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

If you live in the United States and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you paid for Broker Price Opinions or Hybrid Valuations between November 5, 2010 and September 29, 2017, or if you live in California and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you were charged for Broker Price Opinions or Hybrid Valuations, you may be entitled to the benefits of a class action settlement

Estimated payments are \$60 per Broker Price Opinion and \$70 per Hybrid Valuation

Defendants Ocwen Financial Corporation, and Ocwen Loan Servicing, LLC (together, “Defendants” or “Ocwen”) have agreed to a proposed class action Settlement to resolve claims in a class action lawsuit called *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (the “Settlement”).¹ The Plaintiff in this lawsuit alleges that Ocwen over-charged borrowers for certain property valuation expenses, including Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which the Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

The purpose of this notice is to inform you of the proposed class action Settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

The Settlement Class includes the following members:

- (a) **Nationwide Settlement Class**: All residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action; and
- (b) **California Settlement Sub-Class**: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

If approved, the Settlement will provide compensation or other valuable benefits to Settlement Class Members. These benefits include:

- A **\$60** reimbursement for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

***YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.***

Questions? Visit www.■■■■.com or call toll-free at 1-888-■■■■-■■■■

EXHIBIT F

- A **\$70** reimbursement for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of **\$60** for each BPO and **\$70** for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

For their work in securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will request reasonable attorneys’ fees, estimated to be \$8,000,000, plus reasonable reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys’ fees and costs will be paid by the Defendants.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at www.████████.com. Please visit the website regularly for further updates about the Settlement.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.████████.com or call toll-free at 1-888-████-XXXX

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*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit [www. \[REDACTED\].com](http://www. [REDACTED].com) or call toll-free at 1-888-XXX-XXXX

BASIC INFORMATION

1. WHAT IS THIS NOTICE ABOUT?

The Court overseeing this case authorized this Notice to inform you about a class action settlement in a lawsuit named *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.), which is pending before the Honorable Daniel J. Calabretta in the United States District Court for the Eastern District of California.

Plaintiff David Weiner (“Plaintiff” or “Settlement Class Representative”) alleged that Ocwen over-charged borrowers for certain property valuation expenses, known as Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the Settlement Website, www._____.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE BY FILING A CLAIM	<p>To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 4 for details on how to submit a valid claim. By submitting a claim, you will give up your right to sue or continue to sue Defendants for the claims in this case.</p> <p>You can submit your claim now. Under the current schedule, claims must be submitted electronically or postmarked by [Month Day], 2024. This schedule may change, so please visit the Settlement Website (www._____.com) regularly for updates.</p>
REQUEST EXCLUSION	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by [Month Day], 2024. If you do so, you will receive no compensation under this Settlement, but this is the only option that will allow you to keep your right to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 9-11 for further detail.</p>
OBJECT	<p>If you do not exclude yourself from the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your valid and timely objection by [Month Day], 2024. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a</p>

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

	<p>claim to receive compensation under the Settlement. Please refer to Questions 14 and 15 for further details.</p> <p>If you submit a valid and timely objection to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 14-15 for further details.</p>
DO NOTHING	<p>If you do nothing, you will receive no payment in this Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.</p>

WHO IS IN THE SETTLEMENT CLASS?

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons who fall into the following categories:

- (a) Nationwide Settlement Class: All residents of the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing LLC (together, “Ocwen”) and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action.
- (b) California Settlement “Sub-Class: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.■■■■.com, or call toll-free at 1-888-**XXX-XXXX**.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

- A **\$60 reimbursement** for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);

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Questions? Visit www.■■■■.com or call toll-free at 1-888-**XXX-XXXX**

- A **\$70 reimbursement** for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

4. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid claim to receive a settlement payment. The Claim Form asks for basic information and takes just a few minutes to complete.

To submit your claim online, visit www._____.com. If you received a Postcard or Email Notice and provide your Unique ID from that notice, you will not need to provide any documentation when you submit your claim. If you do not have a Unique ID, or if the Settlement Administrator is unable to verify the information in your claim, the Settlement Administrator may request supporting documentation that identifies your specific home loan for which Ocwen provided services.

If you would prefer to submit your Claim Form by mail, you can download and print the necessary forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-888-XXX-XXXX. For faster claims processing, you may also submit your claim online at the website below.

If you have questions about what documentation is needed for your claim, visit www._____.com or call the Settlement Administrator at 1-888-XXX-XXXX.

Submit claims online: www._____.com.

Submit claims via mail:

XXX Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

Submit claims via email: _____

5. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Settlement Claim, and send out payments after the Settlement’s “Effective Date.”

The “Effective Date” will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

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Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

Please check www.█.com after the Final Approval Hearing (see **Questions 16-18**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Final Approval Hearing in 2024.

UNDERSTANDING THE CLASS ACTION PROCESS

6. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people who have similar claims. All these people are a “class” or “class members.” When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt-out process is described in **Questions 9-11** below.

7. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and will not be able to sue, continue to sue, or be part of any other lawsuit against them or anyone else having to do with the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

[insert]

Under the Settlement, you are not releasing your rights or ability to participate in or pursue remedies in relation to any future conduct concerning the servicing of your residential loan.

The Settlement Agreement at Section **III-A** describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.█.com.

You can talk to one of the lawyers listed in **Question 12** below for free or you can, of course, talk to your own lawyer at your own expense.

8. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement. See **Question 4** above for information on how to get a cash payment from the Settlement.

You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ocwen or anyone else having to do with the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.” If you ask to be excluded, you will not get any Settlement Relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or

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Questions? Visit www.█.com or call toll-free at 1-888-XXX-XXXX

continue to sue) Ocwen in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name and current address, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- A statement saying “I wish to exclude myself from the Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Your Exclusion Request must be postmarked or emailed no later than [Month Day], 2024 to:

XXXXXX – Exclusions
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111
info@XXXX.com

10. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

11. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

Roland Tellis
Baron & Budd, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, CA 91436
Tel.: (818) 839-2333

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Questions? Visit www.XXXXX.com or call toll-free at 1-888-XXX-XXXX

Email: rtellis@baronbudd.com

If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award reasonable attorneys' fees, plus reimbursable litigation costs, for litigating this case and securing this nationwide Settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs before it is paid.

Settlement Class Counsel will submit their request by [Month Day], 2024, and that document will be available at www. [redacted].com shortly after it is filed with the Court.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 14**.

Any attorney fee award is ultimately determined by the Court. Please check www. [redacted].com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

14. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit may continue.

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- A statement that you object to the Settlement, in whole or part, in the case known as *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) and whether the objection applies to you or the entire Settlement Class;
- Your full name and current address, telephone number, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- 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;
- All other supporting papers, materials, or briefs (if any) you wish the Court to consider when reviewing the objection; and
- A statement of whether you intend to appear at the Final Approval Hearing and whether you will be represented by separate counsel.

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Questions? Visit www. [redacted].com or call toll-free at 1-888-XXX-XXXX

Lawyers asserting an objection(s) on behalf of a Settlement Class Member(s) must:

- File a notice of appearance with the Court by [Month Day], 2024;
- File a sworn declaration (a) attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Settlement Class Member; (b) state whether the objection applies only to the objector or the entire Settlement Class; (c) state the specificity of the grounds for the objection; and (d) specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the procedures described above.

Your objection, along with any supporting material you wish to submit, must be filed with the Court and delivered to Settlement Class Counsel, Defense Counsel, and the Clerk of the Court at addresses below, by [Month Day], 2024.

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
Office of the Clerk United States District Court for the Eastern District of California Robert T. Matsui United States Courthouse 501 I Street Room 4-200, 4 th Floor Sacramento, 95814	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Telephone: (818) 839-2333	Melinda L. Haag Randall S. Luskey PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 535 Mission Street, 24th Floor San Francisco, CA 94105 Telephone: (628) 432-5112 Richard A. Jacobsen ORRICK, HERRINGTON & SUTCLIFFE LLP 51 West 52nd Street New York, NY 10019-6142 Telephone: (212) 506-5000

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

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Questions? Visit [www. \[redacted\] .com](http://www. [redacted] .com) or call toll-free at 1-888-XXX-XXXX

THE COURT'S FINAL APPROVAL HEARING

16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [Month Day], 2024 at xx:xx x.m. PT, in Courtroom 10 of the United States District Court for the Eastern District of California, Sacramento Division, Robert T. Matsui Courthouse, 501 I Street, Sacramento, CA 95814.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. We do not know how long these decisions will take.

17. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (see Question 18 below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

18. MAY I SPEAK AT THE HEARING?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court, by on or before [Month Day], 2024, a notice of intent to appear at the Final Approval Hearing. Your request must include [Insert Court's Requirements from Preliminary Approval Order].

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www._____.com.

You may also contact the Settlement Administrator for more information by emailing info@_____.com, calling toll-free at 1-888-XXX-XXXX, or writing _____ Settlement, c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111.

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www._____.com.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

**INTREPIDO-
BOWDEN DECL.
EXHIBIT “G”
(CLAIM FORM)**

CLAIM FORM INSTRUCTIONS

Ocwen Class Action Settlement

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at [REDACTED].com. **Although you may complete and return this Claim Form by mail, the fastest way to submit a claim is online at [REDACTED].com.**

If you have questions about this Claim Form, please visit [REDACTED].com for additional information. You may also contact the Settlement Administrator at 1-888-XXX-XXXX or email info@[REDACTED].com with your questions.

To complete your Claim Form, you must include the following:

- 1. Claim Information:** Please neatly print or type all information requested on the Claim Form. If you received a Postcard or Email Notice with a Unique ID, please include it in Section I (*Borrower Information*) of the Claim Form. **Please submit only one Claim Form per residential loan.**
- 2. Documentation:** If you received a Postcard or Email Notice with a Unique ID and provide that Unique ID on this Claim Form, you do not need to provide any documentation at this time. If you do not have a Unique ID, the Settlement Administrator may contact you to request documentation to verify your claim at a later date. You may need to provide supporting documentation to show your status as a borrower for a loan serviced by Ocwen during the relevant class period.
- 3. Claim Submission:** The fastest way to submit a claim is online at [REDACTED].com. Under the current schedule, your electronic claim must be **submitted by [Deadline]**. If you submit a paper Claim Form, it must be **postmarked or emailed no later than [Deadline]** and addressed to:

[REDACTED]
c/o JND Legal Administration
PO Box [REDACTED]
Seattle, WA 98111
info@[REDACTED].com

This schedule may change, so please visit [REDACTED].com regularly for updates.

Claim Verification: All claims are subject to verification. The Settlement Administrator will contact you if additional information or documentation is needed to verify your claim.

Assistance: If you have questions concerning this Claim Form or need additional copies, please contact the Settlement Administrator at [REDACTED], c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111, via email at info@[REDACTED].com, or by calling 1-888-XXX-XXXX.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

Failure to submit the required documentation or to complete all parts of the Claim Form may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

Questions? Visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call toll-free 1-888-XXX-XXXX
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

EXHIBIT G

CLAIM FORM

Ocwen Class Action Settlement

I. BORROWER INFORMATION

Please provide your name and contact information below. Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Administrator if your contact information changes after your claim is submitted.

Borrower First Name	MI	Last Name
Loan Number (Please only provide one loan number per Claim Form)		
Address (between November 5, 2010, and September 29, 2017)		
Address 2		
City	State	ZIP Code
Email	Phone Number	
Unique ID*		
Address (current)		
Address 2		
City	State	ZIP Code

**The Unique ID is listed in your Postcard or Email Notice. If you misplaced that Notice, please contact the Settlement Administrator. If you do not have a Unique ID, you may leave this field blank.*

Questions? Visit [www. \[REDACTED\].com](http://www. [REDACTED].com) or call toll-free 1-888-XXX-XXXX
 To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

Ocwen Class Action Settlement

II. RESIDENTIAL LOAN INFORMATION

1. Check the box below if you are a resident of the United State of America who had a residential loan serviced by Ocwen and who paid Ocwen for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) between November 5, 2010, and September 29, 2017, and you request a refund of these payments.

Yes

2. Check the box below if you are a resident of the State of California who had a loan serviced by Ocwen and who had charges for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) assessed to your mortgage account by Ocwen between November 5, 2010, and September 29, 2017, and you request a reversal of these charges.

Yes

III. PAYMENT METHOD

Please select your preferred payment method for your claim. If you do not make an election and provide the required email address (for a Virtual Debit Card), or if you elect more than one option, your payment will be sent by check.

Virtual Debit Card Email: _____

Paper Check by Mail

IV. CERTIFICATION

I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my Claim.

Signature of Borrower

Date - -

Printed Name

Questions? Visit www.OCWEN.com or call toll-free 1-888-XXX-XXXX
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

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LLP
535 Mission Street, 24th Floor
San Francisco, CA 94105
Telephone: (628) 432-5112

Attorneys for Defendants
OCWEN FINANCIAL CORPORATION and OCWEN
LOAN SERVICING, LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DAVID WEINER, individually, and on behalf of
other members of the public similarly situated,

Plaintiff,

vs.

OCWEN FINANCIAL CORPORATION, a
Florida corporation and OCWEN LOAN
SERVICING, LLC, a Delaware limited liability
company,

Defendants.

Case Number: 2:14-cv-02597-DJC-DB
CLASS ACTION

**[PROPOSED] ORDER (1) GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT; AND (2)
DIRECTING NOTICE TO THE
SETTLEMENT CLASS**

Action Filed: November 5, 2014

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Settlement and Direction
2 of Notice Under Rule 23(e) (the “Motion”). Plaintiff David Weiner (“Plaintiffs” or “Settlement Class
3 Representative”) and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC,
4 (collectively, “Defendants”) (all together, the “Parties”) have entered into a Class Action Settlement
5 Agreement, dated December 15, 2023 (the “Settlement Agreement”).

6 Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class
7 notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, THE
8 COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

9 1. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d),
10 and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this
11 District.

12 2. The Motion is GRANTED.

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

26 4. The Court hereby provisionally certifies, for settlement purposes only, a “Settlement Class,”
27 pursuant to Rules 23(b)(3) and 23(e), consisting of:
28

1 (a) Nationwide Settlement Class: All residents of the United States of America who
2 have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan
3 Servicing LLC (together, “Ocwen”) and who paid for one or more Broker Price
4 Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”) charged by Ocwen through
5 Altisource, from November 5, 2010 through September 29, 2017, the date of the
6 class certification order in this action.

7 (b) California Settlement Sub-Class: All residents of the State of California who have a
8 loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids
9 were assessed to their mortgage account by Ocwen through Altisource, from
10 November 5, 2010 through September 29, 2017.

11 The following entities and individuals are excluded from the Settlement Class:

- 12 (a) Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’
13 officers, directors, and employees; Defendants’ distributors and distributors’
14 officers, directors and employees; Released Parties;
- 15 (b) Judicial officers and their immediate family members and associated court staff
16 assigned to this case; and
- 17 (c) All those otherwise in the Settlement Class who or which timely and properly
18 exclude themselves from the Settlement Class as provided in the Settlement
19 Agreement.

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

- 22 a. the Court will likely approve the Settlement Agreement under Rule 23(e)(2) and to
23 certify the Settlement Class for purposes of judgment on the proposed Settlement;
- 24 b. the Settlement is sufficiently fair, reasonable, and adequate as to the Settlement
25 Class Members under the relevant considerations to warrant sending notice of the
26 Settlement to the Settlement Class;
- 27 c. the proposed Settlement Class Representative and proposed Settlement Class
28 Counsel have adequately represented, and will continue to adequately represent, the

1 Settlement Class;

2 d. the Settlement Agreement is the product of arm's length negotiations by the Parties,
3 and comes after adequate investigation of the facts and legal issues;

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

7 f. the Settlement Agreement treats the Settlement Class Members equitably relative to
8 one another; and

9 g. The Court will fully assess any request for Settlement Class Counsel attorneys' fees
10 and costs after receiving a motion from proposed Settlement Class Representative
11 and Settlement Class Counsel supporting such request.

12 6. The Court hereby appoints Plaintiffs as Settlement Class Representative to represent the
13 Settlement Class.

14 7. The Court further finds that, for settlement purposes only, the Settlement Class, as defined
15 above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and
16 23(b)(3). Specifically, the Court finds, for settlement purposes only, that (1) the Settlement Class Members
17 are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common
18 to Settlement Class Members; (3) proposed Settlement Class Representatives' claims are typical of those
19 of the Settlement Class Members; (4) proposed Settlement Class Representative and Settlement Class
20 Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the
21 interests of the Settlement Class Members; and (5) the predominance and superiority requirements of Rule
22 23(b)(3) are satisfied.

23 8. Certification of the Settlement Class shall be solely for settlement purposes and without
24 prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does
25 not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the
26 Settlement is not finally approved by this Court or otherwise does not take effect.

27 9. The Court hereby appoints Plaintiff as Settlement Class Representative to represent the
28 Settlement Class.

1 Approval Order.

2 15. All reasonable and necessary costs incurred by the Settlement Administrator will be paid
3 by Defendants consistent with the terms of the Settlement Agreement.

4 16. In connection with the Motion for Final Approval, the Settlement Administrator shall
5 supply to Settlement Class Counsel a declaration to be filed with the Court that (i) identifies those persons
6 who have timely and validly opted out of the Settlement, and (ii) details the scope, method, and results of
7 the Settlement Class Notice Program.

8 Opt-Out and Objection Procedures

9 17. Settlement Class Members may exclude themselves from the Settlement Class by
10 personally signing (electronic signatures, including DocuSign, are invalid and will not be considered
11 personal signatures) and sending a written request to opt out stating “I wish to exclude myself from the
12 Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB
13 (E.D. Cal.)” (or substantially similar clear and unambiguous language) to the Settlement Administrator
14 that is postmarked or emailed to the address provided in the Notice or on the Settlement Website no later
15 than the Opt-Out Deadline. The Settlement Class Member must either (i) mail the signed written request
16 to an address provided by the Settlement Administrator; or (ii) e-mail a complete and legible scanned
17 copy or photograph of the signed written request to an e-mail address provided by the Settlement
18 Administrator. For the opt-out to be valid, that written request must include all information specified in
19 the Class Notice, including (a) name and address of the potential Settlement Class Member requesting
20 exclusion; (b) loan number and address of the property bringing the Class Member within the scope of
21 the Class; (c) personal signature by the potential Settlement Class Member requesting exclusion; and (d)
22 statement that reasonably indicates a desire to be excluded from the Settlement. Opt-Outs may opt out of
23 the Class only on an individual basis; so-called "mass" or "class" opt-outs shall not be allowed and shall
24 be of no force or effect. Any potential member of the Settlement Class who properly opts out of the
25 Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be
26 entitled to relief under, or be affected by, the Agreement; (c) not gain any rights by virtue of the
27 Agreement; and (d) not be entitled to object to any aspect of the Settlement.

28 18. The Settlement Administrator will provide copies of all opt-out requests to Settlement Class

1 Counsel and Defendants' Counsel within ten (10) days of the receipt of each such request. The Settlement
2 Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion,
3 objections and/or related correspondence to each other.

4 19. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the
5 Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to
6 any benefits of this Settlement. A Settlement Class Member may request to be excluded from the
7 Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not
8 request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be
9 excluded from the settlement.

10 20. Any Settlement Class Member who has not submitted a written request to opt out as set
11 forth herein may present written objections, if any, explaining why he or she believes the Settlement
12 Agreement should not be approved by the Court as fair, reasonable, and adequate.

13 21. To be considered valid, an objection must be in writing, must be delivered to Settlement
14 Class Counsel and to Defense Counsel and filed with the Court, must be postmarked or filed no later than
15 120 days after entry of this Preliminary Approval Order (the "Objection Deadline"), and must include the
16 following: (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific
17 reasons, if any, for each such objection, including all evidence, argument, and legal authority the Settlement
18 Class Member wishes to bring to the Court's attention; (b) the case name, *David Weiner v. Ocwen*
19 *Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (or substantially similar clear and
20 unambiguous language); (c) the Class Member's full name, current address, and telephone number, (d) the
21 loan number and address of the property bringing the Class Member within the scope of the Class; (e) state
22 that the Class Member objects to the Settlement, in whole or in part; (f) state whether the objection applies
23 only to the objector or to the entire Settlement Class; (g) state with specificity the grounds for the objection;
24 (h) provide copies of any documents that the Class Member wishes to submit in support of his or her
25 position; (i) state whether the Class Member intends to appear at the Final Approval hearing; and (j) state
26 whether the Class Member will be represented by separate counsel.

27 22. A Settlement Class Member may object on his or her own behalf or through a lawyer hired
28 at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted

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

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

20 24. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with
21 the provisions of this Order will waive and forfeit any and all rights he, she, or it may have to object to the
22 Settlement Agreement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to
23 object waives a Settlement Class Member's right to appeal the Final Approval Order.

24 25. Not fewer than twenty-eight (28) days prior to the date set by the Court to consider whether
25 this Settlement should be finally approved, Settlement Class Counsel shall file a motion or motions for
26 Final Approval of the Settlement Agreement and for Attorney's Fees and Costs for work performed in
27 connection with the Action.
28

Fairness Hearing

1
2 26. The Court will hold a Fairness Hearing on _____, 2024 [*150 days after entry of*
3 *this Preliminary Approval Order*] in the United States District Court for the Eastern District of California,
4 Robert T. Matsui United States Courthouse, Courtroom Room 10, 13th floor. The purpose of the Fairness
5 Hearing will be to determine whether to finally approve the Settlement Agreement as fair, reasonable, and
6 adequate pursuant to Rule 23(e). If the Court subsequently determines that the Fairness Hearing should
7 not occur in-person but rather through remote means, the Court will issue a subsequent order.

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

18 28. Defense Counsel and Class Counsel shall serve on each other and on all other parties who
19 have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support
20 of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Defense
21 Counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests
22 for exclusion that may come into their possession and shall file such objections or requests for exclusion
23 with the Court on or before the date of the Final Approval Hearing.

24 29. The Court may, in its discretion, modify the date, time, and/or location of the Fairness
25 Hearing. In the event the Court changes the date, time, and/or location of the Fairness Hearing, the new
26 date and time shall be posted on the Settlement Website.

27 30. If the Court for any reason does not enter the proposed Final Approval Order or Judgment,
28 or if the terms set forth in either (with the exception of any provision relating to the Settlement Class

1 Counsel Attorneys' Fees and Costs) are materially modified, reversed, or set aside on further judicial
2 review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court
3 takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section
4 III of the Settlement Agreement or to impose greater financial or other burdens on Defendants than those
5 contemplated in the Settlement Agreement, then either Party shall have the option of terminating the
6 Settlement Agreement. Defendants shall also have the right to terminate the Settlement Agreement if the
7 number of timely and valid opt-outs exceeds the threshold set forth in Section V-A of the Settlement
8 Agreement.

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

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

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

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

25 35. The following chart summarizes the dates and deadlines set by this Preliminary Approval
26 Order:
27
28

Date	Event
	Entry of Preliminary Approval Order
30 days after entry of Preliminary Approval Order	Settlement Class Notice Program begins
60 days after entry of Preliminary Approval Order	Substantial Completion of Direct Notice Component of Settlement Class Notice Program
75 days after entry of Preliminary Approval Order	Motion(s) for Final Approval and Attorneys' Fees and Expenses
105 days after entry of Preliminary Approval Order	Objection and Opt-Out Deadline
130 days after entry of Preliminary Approval Order	Reply Memoranda in Support of Final Approval and Fee/Expense Motion(s)
150 days after entry of Preliminary Approval Order	Fairness Hearing
18 months after entry of Preliminary Approval Order	Settlement Claims 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 evidence in any action or proceeding against any Party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases, or this Order. Neither shall this Order be offered by any person or received against any of the Released Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties of:

a. the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in this action or in any litigation, or other judicial or administrative

1 proceeding, or the deficiency of any defense that has been or could have been asserted in this action or in
2 any litigation, or of any liability, negligence, fault or wrongdoing of any of the Released Parties;

3 b. any fault, misrepresentation, or omission with respect to any statement or written
4 document approved or made by any of the Released Parties or any other wrongdoing by any of the
5 Released Parties; or

6 c. any liability, negligence, fault, or wrongdoing in any civil, criminal, or
7 administrative action or proceeding by any of the Released Parties.

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

10 **IT IS SO ORDERED.**

11
12
13
14 Dated: _____, 2023

By: _____

Honorable Daniel J. Calabretta
United States District Judge