

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC, a Delaware
limited liability company,

Defendant.

No. C15-1808 TSZ

**PLAINTIFF’S MOTION FOR AWARD
OF ATTORNEYS’ FEES, EXPENSES,
AND INCENTIVE AWARD**

NOTE ON MOTION CALENDAR:
Wednesday, October 17, 2018 at 10 a.m.

ORAL ARGUMENT REQUESTED

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1 **I. INTRODUCTION**

2 Plaintiff Juanita Garcia brought this lawsuit in response to Defendant Nationstar Mort-
 3 gage LLC's practice of charging her "Convenience Fees" for making mortgage payments over
 4 the phone or online. Garcia alleged that Nationstar, by charging fees not authorized by her loan
 5 agreements, violated the Fair Debt Collection Practices Act, 15 U.S.C. §1692f(1) ("FDCPA")
 6 and the Washington Collection Agency Act, RCW § 19.16.250(21) ("WCAA").

7 After more than two-and-a-half years of hard-fought litigation—including significant mo-
 8 tion practice, wide-ranging written discovery, depositions, arms'-length settlement negotiations,
 9 and mediation with a well-respected mediator—Garcia and class counsel secured a Settlement
 10 that represents a significant result for the settlement class.¹ That Settlement, and the work leading
 11 up to it, forms the basis for this request for an award of reasonable attorneys' fees, reimburse-
 12 ment of expenses to Garcia's counsel, and an incentive award to Garcia as class representative.

13 As detailed in Garcia's preliminary approval papers, the Settlement provides exceptional
 14 monetary relief. (*See* Dkts. 92, 98.) Nationstar has agreed to create a non-reversionary common
 15 fund of \$3,875,000, which will be used to compensate settlement class members for the allegedly
 16 unlawful Convenience Fees they paid. Every class member submitting a valid claim will be paid
 17 a *pro rata* portion of the fund (less settlement administration costs, and any attorneys' fees and
 18 incentive award that may be approved by the Court) based on the number of times he or she paid
 19 a Convenience Fee—i.e., a payment for each overcharge they incurred. Based on a claims rate of
 20 8 - 12%, approved claimants will receive approximately \$14.19 - \$21.29 per Convenience Fee
 21 payment, with each claimant receiving \$141.90 - \$212.90 in total.² Given that the fees them-
 22 selves were between \$6.95 and \$19.00, in most cases this will mean complete recovery.

23 Beyond this monetary benefit is substantial prospective relief: Nationstar currently has
 24 ceased charging Convenience Fees for online payments and will provide prior express notice to

25 _____
 26 ¹ A copy of the Settlement is attached hereto as Exhibit 1.

27 ² As the claims deadline is October 3, 2018, Garcia will submit the total amount of claims in her
 brief in support of final approval.

1 customers should it decide to charge any Convenience Fees going forward. That means the al-
 2 leged violations that formed the basis of this lawsuit have been corrected, both for class members
 3 who submit claims, and even for those who choose not to participate in the Settlement.

4 With the relief secured for the settlement class and the considerable effort that led to it as
 5 a backdrop, Garcia now respectfully moves the Court to approve a benchmark attorneys' fee
 6 award of 25% of the settlement fund, which amounts to \$968,750; reasonable expenses of
 7 \$16,383.53; and an incentive award of \$5,000 to Garcia. With respect to the requested fee, 25%
 8 is the standard for awards of attorneys' fees based on the percentage-of-the-fund model in the
 9 Ninth Circuit. The reasonableness of this request is confirmed by a lodestar crosscheck: Plain-
 10 tiff's counsel spent over two-and-a-half years of time and effort on this case, totaling more than
 11 \$724,735.25 in appropriate hourly billings. Plaintiff's counsel's lodestar—with only a modest
 12 upward multiplier of 1.34—is in line with the benchmark in this Circuit.

13 The requested incentive award to Garcia herself is likewise appropriate for approval. Gar-
 14 cia committed substantial time and effort of her own to this litigation, including traveling and sit-
 15 ting for a deposition, and pursued the case for years without any guarantee (nor expectation) of
 16 receiving anything beyond the same relief secured for her fellow class members. A \$5,000 incen-
 17 tive award both appropriately recognizes her efforts and the results achieved, and is well within
 18 the range of incentive awards approved in other similar cases.

19 Accordingly, Garcia respectfully requests that the Court approve the requested award of
 20 attorneys' fees, reimbursement of expenses, and incentive award.

21 **II. FACTUAL BACKGROUND**

22 A brief summary of the underlying facts and law demonstrates the reasonableness of the
 23 requested fees, costs, and incentive award.

24 **A. The Underlying Claims**

25 The basis of Garcia's complaint is Nationstar's allegedly-wrongful practice of collecting
 26 additional fees from consumers when they make their mortgage payments, over and above the
 27 amount those consumers agreed to pay in their loan documents. (Dkt. 1 ("Compl") ¶ 1.)

1 Nationstar, a loan servicer, collects and processes borrowers’—often those with high-risk
2 loans—mortgage payments. (*Id.* ¶ 12.) Borrowers not on a regular mortgage payment plan—i.e.,
3 not making scheduled payments through their banks—sometimes have to wait until they have the
4 funds available before making last-minute mortgage payments. (*Id.* ¶¶ 3, 13-15.) Nationstar al-
5 legedly took advantage of these consumers by using high-pressure collection tactics to push them
6 toward paying their bills immediately over the phone or online, called “speedpay” payments. (*Id.*
7 ¶¶ 13-14; Dkt. 50-3 at 15:22–16:6.)

8 Making speedpay payments, however, had a hidden cost: each time a consumer paid over
9 the phone or online, Nationstar charged them an extra fee, a so-called “Convenience Fee.”
10 (Compl. ¶ 3; Dkt. 50-2.) These charges ranged from \$6.95 and \$8.95 for those that paid online,
11 (Dkt. 50-4 at 19:7-10), to \$14.00 if the borrower paid over the phone using an interactive voice
12 menu system, (Dkt. 50-2; Dkt. 50-3 at 30:24–31:14), to \$19.00 if they paid over the phone and
13 spoke to a live representative, (Dkt. 50-2; Dkt. 50-3 at 30:11-13). By collecting these Conven-
14 ience Fees—which Plaintiff alleged were not tied to the actual costs of processing the payments
15 (Compl. ¶¶ 3-5, 16-19)—Nationstar took in over \$12 million during the relevant time period,
16 (Dkt. 50-8, Def. Interrog. Resps. 1, 3; Dkt. 50-9, Def. Supp. Interrog. Resps. 1, 3).

17 Plaintiff Juanita Garcia had a home mortgage loan serviced by Nationstar and was
18 charged—on several occasions—a Convenience Fee when she made speedpay payments that
19 were not authorized or spelled out in her mortgage papers and were not related to the actual costs
20 of processing her payment. (Compl. ¶¶ 21, 25-27.) She filed this lawsuit in 2015 alleging that
21 Nationstar violated the FDCPA, which prohibits debt collectors from collecting any fee, charge,
22 or expense incidental to the principal debt unless it is “expressly authorized by the agreement
23 creating the debt or permitted by law.” 15 U.S.C. § 1692f(1). In addition, on behalf of Washing-
24 ton residents, Garcia alleged violations of the WCAA, which prohibits debt collectors like Na-
25 tionstar from collecting “any sum” from a debtor in addition to the principal amount owed “other
26 than allowable interest, collection costs or handling fees expressly authorized by statute.” RCW
27 § 19.16.250(21).

B. The Litigation History and the Work Performed for the Class's Benefit

After the litigation began, the parties immediately started to engage in substantial discovery, including the exchange of interrogatories, the production of documents, and the depositions of Garcia and several Nationstar employees. (Declaration of Benjamin H. Richman ("Richman Decl.") ¶ 3, filed contemporaneously herewith.) Upon the conclusion of discovery, Garcia filed a motion for class certification, which Nationstar vigorously opposed. (Dkts. 49, 57.)

With the class certification motion fully briefed and pending before the Court, the parties decided to attempt to reach a resolution and requested that the Court stay the case. (Dkt. 74.) To that end, the parties agree to participate in a mediation with Mr. John Bates, Esq. at JAMS in San Francisco, California. (Richman Decl. ¶ 4.) To prepare for the mediation, the parties submitted detailed mediation briefs, which incorporated the information obtained in the litigation and discovery that had already taken place. (*Id.*) This briefing further outlined the parties' respective positions on the merits, class certification and settlement ranges, such that the case's critical issues were further defined and crystalized. (*Id.*)

With this information in hand, the parties engaged in a formal mediation with Mr. Bates in July 2017. (*Id.* ¶ 5.) Despite multiple rounds of back-and-forth negotiations through Mr. Bates, the parties did not reach a resolution that day. (*Id.*) Nonetheless, those efforts were not wasted, as the parties had made significant progress toward a resolution. (*Id.*) In the days following the mediation, Mr. Bates continued to act as a go-between in additional arms'-length negotiations, holding several conference calls to further discuss the deal's sticking points. (*Id.*) Mr. Bates eventually submitted a mediator's proposal, which, after several days of further consideration, the parties ultimately accepted. (*Id.*) The parties spent the subsequent weeks discussing the finer details of Mr. Bates's proposal. (*Id.*) After the written Settlement went through a lengthy editing process, the final document was executed by December 5, 2017. (*Id.*) The Court preliminarily approved the Settlement on May 29, 2018. (Dkt. 99.)

Since then, in an effort to maximize the benefit to the settlement class, Plaintiff's counsel continued to expend significant time, effort, and other resources to ensure that settlement class

1 members secure the relief to be made available under the Settlement. (Richman Decl. ¶¶ 6, 17.)
 2 By way of example, Plaintiff's counsel have communicated with over a hundred settlement class
 3 members during the claims period—which will continue for several more weeks—answering
 4 questions regarding the claims process, and otherwise assisting settlement class members with
 5 completing and submitting their claims forms. (*Id.* ¶ 6) This process has also involved interfac-
 6 ing with the settlement administrator to ensure that settlement class members receive claim
 7 forms and have the information they need regarding the Settlement. (*Id.*)

8 In sum, Plaintiff's counsel continues to work diligently to ensure the best relief possible
 9 for the settlement class. (*Id.* ¶ 7.)

10 C. The Substantial Relief Secured for the Settlement Class

11 All told, the multiyear effort described above resulted in a Settlement that provides sig-
 12 nificant monetary and prospective relief to the settlement class.

13 Those efforts secured a \$3,875,000 settlement fund from which every claiming class
 14 member will receive a *pro rata* distribution of the fund (less settlement administration costs, at-
 15 torneys' fees and expenses, and an incentive award) based on the number of times they were
 16 charged a Convenience Fee. (Settlement § 4.2.2.) Based on the anticipated claims rate and the
 17 amounts of the Convenience Fees charged, most class members will likely receive a full reim-
 18 bursement of the allegedly-unlawful charges.

19 Beyond the monetary relief the Settlement provides, settlement class members will also
 20 benefit from the prospective relief it secures. Pursuant to the Settlement, Nationstar has war-
 21 ranted that it has stopped imposing the convenience fees on online speedpay payments. (*Id.* §
 22 4.2.3.) It has further confirmed that if it chooses to implement Convenience Fees in the future, it
 23 will provide prior express notice to consumers before doing so. (*Id.*) This will benefit all settle-
 24 ment class members whose loans are still serviced by Nationstar.

25 III. THE REQUESTED FEES, EXPENSES, AND INCENTIVE AWARD ARE 26 REASONABLE AND SHOULD BE APPROVED

27 When, as here, a settlement creates a common fund that benefits the entire class, courts

1 have discretion to use either the percentage-of-recovery or lodestar methods to determine a rea-
 2 sonable attorneys' fee award.³ *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942
 3 (9th Cir. 2011); *see also In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir.
 4 2015). "Under the percentage-of-recovery method, the attorneys' fees equal some percentage of
 5 the common settlement fund; in [the Ninth C]ircuit, the benchmark percentage is 25%." *In re*
 6 *Online DVD-Rental*, 779 F.3d at 949 (citing *In re Bluetooth*, 654 F.3d at 942). Conversely, the
 7 "lodestar method requires 'multiplying the number of hours [Plaintiff's counsel] ... reasonably
 8 expended on the litigation ... by a reasonable hourly rate for the region and for the experience of
 9 the lawyer.'" *Id.* (quoting *In re Bluetooth*, 654 F.3d at 941).

10 Although the requested amount of fees and expenses is reasonable under either approach,
 11 criticisms and inefficiency of the lodestar method favor the application of the common fund
 12 method here. *See Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108
 13 F.R.D. 237, 262 (1986) (finding that the lodestar method results in judicial inefficiency by forc-
 14 ing courts to engage in the analysis and calculation of attorneys' timesheets, while at the same
 15 time discouraging settlement and incentivizing attorneys to pursue litigation to "run up" legal
 16 costs); *Florida v. Dunne*, 915 F.2d 542, 545 (9th Cir. 1990) (recognizing a "ground swell of sup-
 17 port for mandating a percentage-of-the-fund approach in common fund cases..."); *Manual for*
 18 *Complex Litigation* § 14.121 (4th ed. 2004) ("in practice, the lodestar method is difficult to ap-
 19 ply, time consuming to administer, inconsistent in result, ... capable of manipulation, ... [and]
 20 creates inherent incentive to prolong the litigation"). The most common, but not exclusive, way
 21

22 ³ This is equally true in the awarding fees pursuant to an FDCPA settlement. While "the 'lodestar
 23 method' is appropriate in class actions brought under fee-shifting statutes . . . where the relief
 24 sought—and obtained—is often primarily injunctive in nature and thus not easily monetized,"
 25 where a settlement produces an easily-quantified "common fund for the benefit of the entire
 26 class," the court has discretion to employ either method. *In re Bluetooth*, 654 F.3d 935, 941 (9th
 27 Cir. 2011); *see Clark v. Payless Shoesource, Inc.*, No. C09-0915, 2012 WL 3064288, at *1
 (W.D. Wash. July 27, 2012). Indeed, "there is no preclusion on recovery of common fund fees
 where a fee-shifting statute applies." *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th Cir. 2003); *see*
Schwarm v. Craighead, 814 F. Supp. 2d 1025, 1029 (E.D. Cal. 2011) (discussing the court's dis-
 cretion to apply percentage-of-the-fund distribution model to common fund in FDCPA case).

1 “that a court may demonstrate that ... the amount awarded is reasonable is by conducting a
 2 cross-check using the other method.” *In re Online DVD-Rental*, 779 F.3d at 949; *see also In re*
 3 *Bluetooth*, 654 F.3d at 945 (noting that regardless of the primary method used to determine the
 4 amount of fees, the reasonableness of that award should be “cross-checked” against the other
 5 method).

6 Here, the requested benchmark attorneys’ fees of 25% of the settlement fund is reasona-
 7 ble, which is further confirmed through application of the lodestar method, either as a crosscheck
 8 or as the primary method of calculation.

9 **A. The Fee Is Reasonable Under the Percentage-of-the-Fund Method**

10 “[T]he benefit to the class is easily quantified in common-fund settlements, [therefore,
 11 courts may] ... award attorneys as a percentage of the common fund in lieu of the often more
 12 time-consuming task of calculating the lodestar.” *In re Bluetooth*, 654 F.3d at 942. Typically
 13 courts use 25% as the “benchmark” for a reasonable fee award when utilizing this calculation
 14 method, and can justify a departure by providing adequate explanation in the record of any “spe-
 15 cial circumstances.” *Id.* (citing *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301,
 16 1311 (9th Cir. 1990)). As this method’s name suggests, the percentage is measured against the
 17 total amount of the common fund established by the Settlement. *Williams v. MGM-Pathe*
 18 *Commc’ns Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997).

19 As the Ninth Circuit confirmed, the non-exhaustive list of factors it set forth in *Vizcaino*
 20 *v. Microsoft Corp.*, 290 F.3d 1043, 1047-50 (9th Cir. 2002), guides the assessment of a request
 21 for attorneys’ fees calculated using the percentage-of-fund method: “the extent to which class
 22 counsel achieved exceptional results for the class, whether the case was risky for class counsel,
 23 whether counsel’s performance generated benefits beyond the cash settlement fund, the market
 24 rate for the particular field of law [], . . . the burdens class counsel experienced while litigating
 25 the case (e.g., cost, duration, foregoing other work), and whether the case was handled on a con-
 26 tingency basis.” *In re Online DVD-Rental*, 779 F.3d at 954-55 (internal quotation marks omit-
 27 ted). Applying these factors, it is evident that the requested \$968,750, constituting 25% of the

1 settlement fund, is reasonable and should be approved.

2 ***I. Class Counsel Achieved Excellent Relief for the Class***

3 The benefit obtained for the settlement class is foremost among the factors in determining
4 a reasonable fee, which, given the monetary relief available to settlement class members here—
5 to say nothing of the prospective relief—weighs in favor of a finding of reasonableness. *In re*
6 *Bluetooth*, 654 F.3d at 942 (citing *Hensley v. Eckerhart*, 461 U.S. 424, 434-36 (1983)). Here, the
7 Settlement provides real, immediate, and in many cases complete monetary relief to the settle-
8 ment class. Not only does the Settlement require Nationstar to create a substantial \$3,875,000
9 settlement fund from which settlement class members' claims will be paid, but claiming class
10 members will receive a distribution based on the number of times that they paid a Convenience
11 Fee, rather than receiving a set amount no matter how many times they were overcharged.

12 A review of other settlements under the FDCPA demonstrates that the relief secured here
13 meets or exceeds other typical settlements. This Settlement also stands out because it allows for
14 claiming class members to recover, in many cases, their actual damages—i.e., the amount they
15 paid in Convenience Fees. Because class members are expected to receive between \$14.19 and
16 \$21.29 for each transaction in which they were assessed a Convenience Fee and, on average,
17 paid a Convenience Fee ten times, average class members stand to receive much more (141.90 -
18 \$212.90) than the flat payouts typical in other FDCPA settlements. *See Salazar v. Midwest Ser-*
19 *vicings Grp., Inc.*, No. 17-0137, 2018 WL 3031503, at *6 (C.D. Cal. June 4, 2018) (projecting
20 payments of \$20 to class members); *Harper v. Law Office of Harris & Zide LLP*, No. 15-1114,
21 2017 WL 995215, at *2 (N.D. Cal. Mar. 15, 2017) (approving FDCPA class action settlement
22 providing each class member at least \$10); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427,
23 2016 WL 3360700, at *4 (D. Ariz. Jun. 1, 2016) (finding a “\$17 average recovery falls within
24 the range of recent settlements relating to similar FDCPA violations ”); *Schuchardt v. Law Office*
25 *of Rory W. Clark*, 314 F.R.D. 673, 684 (N.D. Cal. 2016) (finally approving FDCPA class action
26 settlement providing claiming class members \$15.00). Even compared to a debt-collection settle-
27 ment that allowed for a tiered recovery based on excess fees charged, this Settlement stands

1 above and is expected to provide on average \$141.90 to \$212.90 per claiming class member. *See*
 2 *De La Torre v. CashCall, Inc.*, No. 08-3174, 2017 WL 5524718, at *8 (N.D. Cal. Nov. 17, 2017)
 3 (finally approving settlement in which average recovery across all tiers was \$14.84).⁴

4 Taken together, the substantial relief Plaintiff's counsel was able to achieve in the Settle-
 5 ment supports this fee request.

6 **2. There Were Significant Risks Involved in the Litigation**

7 The second factor commonly considered is the possibility that continued litigation may
 8 result in a lesser or no benefit to the class, particularly where the case involves complicated legal
 9 and factual issues. *See Vizcaino*, 290 F.3d at 1048 (discussing the riskiness of the litigation as a
 10 key factor in determining counsel's fee award). In this case, a favorable outcome was far from
 11 guaranteed.

12 First, a fully-briefed, contested motion for class certification was pending when the par-
 13 ties decided to explore the possibility of a class-wide resolution. This presented an immediate
 14 risk that Garcia would be unable to maintain the case as a class action. While she was of course
 15 confident that she would have prevailed, she nonetheless recognizes that Nationstar made several
 16 arguments, any one of which the Court could have endorsed, that would have had the effect of
 17 preventing the class from obtaining any recovery at all. (*See generally* Dkt. 54 (arguing class cer-
 18 tification inappropriate because common evidence will not establish Garcia's claims and because
 19 individual issues predominate).)

20 Second, if Garcia had prevailed on class certification (and maintained certification of the
 21 class), summary judgment and trial would have presented Nationstar additional opportunities to
 22 contest the merits of the case, and additional chances for the case to be dismissed via an adverse
 23 judgement or the class to be decertified. Nationstar itself has foreshadowed some of its antici-
 24 pated arguments, which include that the Convenience Fees were appropriately charged under

25 ⁴ Plaintiff, through counsel, achieved her goal of obtaining prospective relief in addition to excel-
 26 lent monetary relief. Nationstar has eliminated its practice of charging Convenience Fees for
 27 online payments and will provide prior express notice should it charge any Convenience Fees in
 the future. (Settlement Agreement § 4.2.3.)

1 consumers' loan agreements, and that they were knowingly paid and therefore any claims were
 2 waived. (*See* Dkt. 15.) No matter how strongly Garcia and her counsel believe they would over-
 3 come these challenges, there was nonetheless substantial risk.

4 Third, should Garcia have won on the merits at trial, years of appeals would likely have
 5 awaited, further delaying the class's relief or barring it altogether. (Richman Decl. ¶ 9.)

6 Garcia, through counsel, initiated this action aware of many of Nationstar's defenses and
 7 these risks, and nonetheless aggressively prosecuted the settlement class's claims in the face of
 8 substantial opposition by experienced defense counsel. Garcia's counsel invested more than one
 9 thousand hours of attorney time and thousands of dollars in out-of-pocket expenses. (Richman
 10 Decl. ¶¶ 11, 17-18; Declaration of Cliff Cantor ("Cantor Decl."), filed contemporaneously here-
 11 with, ¶ 7; Declaration of D. Frank Davis (Davis Decl.), filed contemporaneously herewith, ¶ 7)
 12 After balancing the Settlement's benefits to the class against the legal, factual and procedural ob-
 13 stacles ahead, it is clear that there was significant risk that the settlement class (and with them,
 14 Garcia's counsel) may have recovered substantially less, if anything at all. This further supports
 15 the reasonableness of the requested fee award.

16 3. *Class Counsel Skillfully Prosecuted This Action*

17 Next, the Court should take into account the quality of the work performed by class coun-
 18 sel in securing a proposed settlement. *Smith v. Legal Helpers Debt Resolution, LLC*, No. 11-
 19 5054, 2013 WL 12090360, at *2 (W.D. Wash. Dec. 12, 2013) (Byran, J.) (considering "[c]lass
 20 [c]ounsel's substantial experience in complex litigation and skill utilized to achieve the [s]ettle-
 21 ment"). As in this case, the litigation of a complex, multiparty, nationwide class action "requires
 22 unique legal skills and abilities." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d. 1036, 1047
 23 (N.D. Cal 2008). And "[t]he single clearest factor reflecting the quality of class counsels' ser-
 24 vices to the class are the results obtained." *Waldbuesser v. Northrop Grumman Corp.*, No. 06-
 25 6213, 2017 WL 9614818, at *4 (C.D. Cal. Oct. 24, 2017) (internal citation omitted). The quality
 26 of opposing counsel is also important in evaluating the quality of the work done by class counsel.
 27 *Todd v. STAAR Surgical Co.*, No. 14-5263, 2017 WL 4877417, at *5 (C.D. Cal. Oct. 24, 2017)

1 (considering that class counsel litigated “against experienced, highly skilled opposing counsel”).

2 Here, as discussed above, Garcia’s counsel skillfully litigated this case against a Defend-
 3 ant represented by experienced class-action defense counsel, who were extremely well-versed in
 4 the issues at hand. Despite that and facing a formidable set of defenses, class counsel were still
 5 able to reach a favorable resolution for the settlement class—though, given defense counsels’
 6 strong advocacy for their clients, resolution took a full-day mediation session with Mr. Bates,
 7 significant pre-mediation preparation, and weeks of follow-up arms’-length negotiations until the
 8 parties eventually accepted his mediator’s proposal. This consideration supports awarding the re-
 9 quested fee.

10 **4. The Contingent Nature of the Fee Supports Its Approval**

11 Contingent fees allow competent counsel to accept cases and provide adequate represen-
 12 tation in class actions and are a basis for providing a larger fee than if the matter was billed on a
 13 flat or hourly basis. *Vizcaino v. Microsoft Corp.*, 142 F. Supp. 2d 1299, 1306 (W.D. Wash. 2001)
 14 (Coughenour, J.), *aff’d*, 290 F.3d 1043 (9th Cir. 2002) (finding that restricting class counsel to
 15 hourly rates would “deprive them of any financial incentive to accept contingent-fee cases which
 16 may produce nothing”). “It is an established practice in the private legal market to reward attor-
 17 neys for taking the risk of non-payment by paying them a premium over their normal hourly
 18 rates for winning contingency cases ... as a legitimate way of assuring competent representation
 19 for plaintiffs who could not afford to pay on an hourly basis regardless whether they win or
 20 lose.” *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).
 21 This is especially true when, as here, “[all of the financial risk of litigation was [] assumed by
 22 [c]lass [c]ounsel, whose fee arrangement with Plaintiff[] required [c]lass [c]ounsel to bear all of
 23 the costs of litigation and the costs of attorney and paralegal time, which was substantial. *Hop-*
 24 *kins v. Stryker Sales Corp.*, No. 11-2786, 2013 WL 496358, at *3 (N.D. Cal. Feb. 6, 2013). Tak-
 25 ing such contingency work both risks earning nothing, while at the same time requires class
 26 counsel to decline opportunities for other, more stable work. *Vizcaino*, 290 F.3d at 1050.

27 In this case, class counsel agreed to undertake Garcia’s case on a contingent fee basis (as

1 the amount of individual recovery at issue would never justify retention on an hourly basis), and
 2 they knew from the outset that they would be required to spend hundreds of hours investigating
 3 and litigating Garcia’s claims with absolutely no guarantee of success, while simultaneously
 4 foregoing other opportunities. (Richman Decl. ¶ 10.) Class counsel have a proven record of ef-
 5 fectively and successfully prosecuting complex nationwide class actions, and they used that ex-
 6 perience in prosecuting this case. (Exhibit A to the Richman Decl.; Exhibit B to the Cantor
 7 Decl.; Davis Decl. ¶¶ 8-9.) Plaintiff’s counsel have logged more than 1,444 hours representing
 8 Garcia and the settlement class without compensation, which does not take into account the work
 9 that must still be performed before the final fairness hearing, communicating with settlement
 10 class members, and supervising the settlement’s administration (not to mention the possibility of
 11 appeals by objectors). Richman Decl. ¶ 17; Cantor Decl. ¶ 7; Davis Decl. ¶ 7.) Further, Plain-
 12 tiff’s counsel have advanced over \$16,383.53 in litigation expenses prosecuting this case with
 13 considerable risk of non-return. (Richman Decl. ¶ 9; Cantor Decl. ¶ 7.)

14 **5. Class Counsels’ Fee Request Is Consistent with Awards in Similar Cases**

15 The award of attorneys’ fees in FDCPA class actions is consistently between 20–33% of
 16 the total fund available to the class. Although, as explained above, the Ninth Circuit has estab-
 17 lished a benchmark fee of 25%, it is not uncommon for courts in this Circuit to award fees even
 18 higher than 25% in common fund cases. *See Vizcaino*, 290 F.3d at 1050 (awarding 28% of com-
 19 mon fund); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000), *as amended*
 20 (June 19, 2000) (upholding award of one-third of settlement fund to class counsel); *CashCall,*
 21 *Inc.*, 2017 WL 5524718, at *13 (awarding “approximately 40% of the total” settlement fund).

22 Nevertheless, the Court need not consider the unique circumstances that would warrant a
 23 higher fee because class counsel’s fee request of \$968,750 aligns with the Ninth Circuit’s bench-
 24 mark, representing 25% of the settlement fund. This percentage is also less than or consistent
 25 with awards in similar FDCPA or debt-related class actions. *See CashCall, Inc.*, 2017 WL
 26 5524718, at *13 (awarding “approximately 40% of the total” settlement fund); *In re TRS Recov-*
 27 *ery Servs., Inc. & Telecheck Servs., Inc., Fair Debt Collection Practices Act (FDCPA) Litig.*, No.

1 13-2426, 2016 WL 543137, at *9 (D. Me. Feb. 10, 2016) (awarding approximately 29% of
 2 FDCPA settlement); *Gaudin v. Saxon Mortg. Servs., Inc.*, No. 11-1663, 2015 WL 7454183, at *9
 3 (N.D. Cal. Nov. 23, 2015) (awarding 25% of fund in mortgage modification settlement); *Chao v.*
 4 *Aurora Loan Servs., LLC*, No. 10-3118, Dkt. 267 (N.D. Cal. Jan. 21, 2015) (awarding 30% of
 5 gross settlement fund in Rosenthal Fair Debt Collection Practices Act case).

6 Ultimately, the results achieved by class counsel, coupled with the contingent nature of
 7 their fees, the high degree of risk in prosecuting Plaintiff's claims, the level of skill required, and
 8 the similarity to awards in other FDCPA class actions, justify the requested fee award here.

9 **B. The Fee Is Reasonable Under the Lodestar Method**

10 The requested \$968,750 fee award is also reasonable when applying the lodestar method,
 11 either as a crosscheck to the percentage-of-the-fund approach or as the primary method of calcu-
 12 lation. Either way, the lodestar amount is calculated by multiplying the number of hours class
 13 counsel reasonably expended on the litigation by a reasonable hourly rate that takes into consid-
 14 eration the geographic region and experience of the lawyer. *Staton*, 327 F.3d at 965. When per-
 15 forming a lodestar cross-check, mathematical exactitude is not required and review of summaries
 16 of the attorneys' hours is sufficient. *See Thieriot v. Celtic Ins. Co.*, No. 10-4462, 2011 WL
 17 1522385, at *6 (N.D. Cal. Apr. 21, 2011); *see also In re Online DVD-Rental*, 779 F.3d at 955
 18 (endorsing using "class counsel's lodestar summary figures"). The crosscheck is meant to "pro-
 19 vide a useful perspective on the reasonableness of a given percentage award." *Vizcaino*, 290 F.3d
 20 at 1050.

21 In substantiating a lodestar crosscheck, attorneys should submit "sworn declarations from
 22 the attorney(s) in charge of billing records for the case attesting to (1) the experience and qualifi-
 23 cations of the attorneys who worked on the case; (2) those attorneys' customary billing rates dur-
 24 ing the pendency of the case; and (3) the hours reasonably expended (reduced if necessary in the
 25 exercise of professional billing judgment) by those attorneys in prosecuting the case." *Young v.*
 26 *Polo Retail, LLC*, No. 02-4546, 2007 WL 951821, at *6 (N.D. Cal. Mar. 28, 2007).

27 The reasonableness of the rates is judged in comparison to the prevailing rates in the

1 community—which, in this case, is the Seattle area in the Western District of Washington—for
 2 similar work performed by attorneys with similar skills and experience. *Bell v. Clackamas*
 3 *County*, 341 F.3d 858, 868 (9th Cir.2003); *Snell v. N. Thurston Sch. Dist.*, No. 13-5488, 2014
 4 WL 2154488, at *2 (W.D. Wash. May 22, 2014) (Leighton, J.); *see also Cen Com, Inc. v. Nu-*
 5 *merex Corp.*, No. 17-0560, 2018 WL 2088187, at *2 (W.D. Wash. May 4, 2018) (Martinez, J.).
 6 “Affidavits of the plaintiffs’ attorney and other attorneys regarding prevailing fees in the com-
 7 munity, and rate determinations in other cases, particularly those setting a rate for the plaintiffs’
 8 attorney are satisfactory evidence of the prevailing market rate.” *Cen Com, Inc.*, 2018 WL
 9 2088187, at *1. As Garcia’s counsel makes clear, a billing rate of \$600 per hour is “consistent
 10 with or at the low end of billing rates” for similar matters in the Seattle marketplace. (Cantor
 11 Decl. ¶ 6.)

12 As reflected in the summary chart below and more fully in their declarations, Plaintiff’s
 13 counsel’s adjusted-lodestar⁵ to date is \$724,735.25 (Richman Decl. ¶ 16; Cantor Decl. ¶ 7; Davis
 14 Decl. ¶ 7.)⁶

ATTORNEY	HOURS	HOURLY RATE	LODESTAR
Edelson PC			
Rafey S. Balabanian (Managing Partner)	55.9	\$700	\$39,130.00
Benjamin H. Richman (Managing Partner - CHI)	132.5	\$600	\$79,500.00
Ryan D. Andrews (Partner)	36.4	\$650	\$23,660.00
Roger Perlstadt (Partner)	136.0	\$675	\$91,800.00
Michael W. Ovca (Associate)	118.1	\$290	\$43,249.00

24 ⁵ Class counsel have reviewed the hours expended by the attorneys and staff working on the case
 25 and reduced any hours deemed duplicative or excessive. (Richman Decl. ¶ 15 n.1.)

26 ⁶ Notwithstanding the hours already expended, class counsel must still prepare briefing in sup-
 27 port of final approval, contend with any objections, otherwise communicate with settlement class
 members about the Settlement, and continue to supervise the administration of the Settlement.

J. Dominick Larry (Former Associate)	121.5	\$390	\$47,385.00
Davis & Norris LLP			
D. Frank Davis (Partner)	165.25	\$625	\$103,281.25
Wesley W. Barnett (Senior Associate)	509.25	\$400	\$203,700.00
Law Offices of Clifford A. Cantor, P.C.			
Clifford A. Cantor (Principal)	170.05	\$600	\$102,030.00
TOTALS:	1,444.95		\$724,735.25

Each attorney's hourly rate correlates to their respective experience and is reasonable in the Seattle legal market. (*Id.* ¶ 30); *see also Lehman v. Nelson*, No. 13-1835, 2018 U.S. Dist. LEXIS 131954, *4 (W.D. Wash. Aug. 6, 2018) (Martinez, J.) (approving \$665 hourly rate in Seattle); *Thomas v. Cannon*, No. 15-5346, 2018 WL 1517661, at *2 (W.D. Wash. Mar. 28, 2018) (Rothstein, J.) (concluding partner was entitled to \$600 an hour, discussing that Seattle associates were entitled to between \$215 - \$325 an hour); *Clark*, 2012 WL 3064288, at *3 (concluding that rates between \$515 - \$600 were reasonable); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1326 (W.D. Wash. 2009) (observing—nearly a decade ago—Plaintiffs' firm "Tousley Brain & Stephens, in Seattle, billed at \$475 to \$760 per hour" and was a reasonable rate). Additionally, the hourly rates used to calculate the lodestar figure are the same as those charged to class counsel's hourly-paying clients. (Richman Decl. ¶ 15.)

The base lodestar may be adjusted upward by a multiplier based on a host of "reasonableness factors." *In re Bluetooth*, 654 F.3d at 941-42 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998)).⁷ Although many of these factors are "subsumed within the initial

⁷ In *Kerr v. Screen Extras Guild, Inc.*, the Ninth Circuit identified twelve relevant factors to take into consideration: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and the ability of the

(continued...)

1 calculation of hours reasonably expended at a reasonable rate,” *Hensley*, 461 U.S. at 434, the
 2 most important of these factors remains the benefit obtained for the class. *In re Bluetooth*, 654
 3 F.3d at 942 (the reasonableness of fees “is determined primarily by reference to the level of suc-
 4 cess achieved by the plaintiff”). A historical review of class action settlements shows that the
 5 Ninth Circuit has approved multipliers in the range of 0.6 to 19.6, with most (83%) falling be-
 6 tween 1 and 4. *See Vizcaino*, 290 F.3d at 1051 n.6 and appendix; *see also* Alba Conte & Herbert
 7 B. Newberg, *Newberg on Class Actions* § 14:03 (3d ed. 1992) (recognizing that multipliers of
 8 one to four are frequently awarded).

9 Multiplying class counsel’s total lodestar of \$724,735.25 by approximately 1.34 results in
 10 total requested fee of \$968,750. This multiplier falls within the range of historical approval and
 11 is on par with or lower than multipliers awarded in other similar complex class actions within the
 12 Ninth Circuit. *See Vizcaino*, 290 F.3d at 1051; *Steiner v. Am. Broad. Co.*, 248 Fed. Appx. 780,
 13 783 (9th Cir. 2007) (affirming fee award with 6.85 multiplier); *In re Infospace, Inc.*, 330 F.
 14 Supp. 2d 1203, 1216 (W.D. Wash. 2004) (applying a 3.5 lodestar multiplier. This includes in
 15 fair-debt-collection settlements. *See Gaudin*, 2015 WL 7454183, at *9 n.6 (awarding 1.25 multi-
 16 plier); *Bottoni v. Sallie Mae, Inc.*, No. 10-3602, 2013 WL 12312794, at *6 (N.D. Cal. Nov. 21,
 17 2013) (awarding multiple of 1.29). Thus, the lodestar crosscheck supports awarding attorneys’
 18 fees of 25% of the settlement fund or \$968,750.

19 **IV. THE COURT SHOULD APPROVE REIMBURSEMENT OF EXPENSES**

20 Plaintiff seeks reimbursement of counsel’s reasonable litigation expenses of \$16,383.53.
 21 These expenses were sufficiently documented and, through counsel’s declarations, were sworn to
 22 be reasonably necessary to pursue this litigation. (Richman Decl. ¶ 18; Cantor Decl. ¶¶ 9-10.)

23 A district court may award reimbursement of expenses in addition to a percentage of a
 24 common fund. *See In re Online DVD-Rental*, 779 F.3d at 953 (“[T]he district court did not err in
 25 calculating the attorneys’ fees award by calculating it as a percentage of the total settlement fund,

26 _____
 27 attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional re-
 lationship with the client; and (12) awards in similar cases. 526 F.2d 67, 70 (9th Cir. 1975).

1 including notice and administrative costs, and litigation expenses.”). In fact, awarding reimburse-
 2 ment of litigation expenses is commonplace. *See, e.g., A.M. v. Moda Health Plan*, No. 1191,
 3 2015 U.S. Dist. LEXIS 175099, *9 (W.D. Wash. Nov. 3, 2015) (Zilly, J.) (after awarding fees of
 4 35% of settlement amount, finding that “Class Counsel is also entitled to reimbursement of its
 5 actual litigation costs.”); *In re Intermec Corp. Sec. Litig.*, No. 90-783, 1992 U.S. Dist. LEXIS
 6 12174 **2-3 (W.D. Wash. Jun. 9, 1992) (Zilly, J.) (awarding (i) fees of 25% of settlement fund,
 7 and (ii) reimbursement of expenses together with interest).

8 Plaintiff’s counsel expended \$16,383.53 in actual out-of-pocket expenses for the benefit
 9 of the class. The Court should approve reimbursement of this amount

10 **V. THE COURT SHOULD APPROVE THE REQUESTED INCENTIVE AWARD**

11 To compensate class representatives for the work they do on behalf of class members,
 12 courts typically grant requests for incentive awards. *Rodriguez v. West Publ’g Corp.*, 563 F.3d
 13 948, 958-59 (9th Cir. 2009). These are sometimes called “case contribution” awards. *See Moda*
 14 *Health Plan*, 2015 U.S. Dist. LEXIS 175099, at *9 (approving \$10,000 award). These awards
 15 “are intended to compensate class representatives for work done on behalf of the class, to make
 16 up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recog-
 17 nize their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958-59. This
 18 Court has discretion to determine the amount of any incentive award. *Ikuseghan v. Multicare*
 19 *Health Sys.*, No. 14-5539, 2016 WL 4363198, at *3 (W.D. Wash. Aug. 16, 2016) (Settle, J.).
 20 Relevant factors to consider include “the actions the plaintiff has taken to protect the interests of
 21 the class, the degree to which the class has benefitted from those actions, ... the amount of time
 22 and effort the plaintiff expended in pursuing the litigation,” and fears of reprisal. *Staton*, 327
 23 F.3d at 977 (internal quotation and citation omitted).

24 Here, Garcia seeks an incentive award of just \$5,000, which is entirely reasonable consid-
 25 ering that her involvement was essential to the ultimate success of the Settlement and when com-
 26 pared to incentive awards in similar settlements. (Richman Decl. ¶ 19.) Plaintiff devoted her own
 27 time and effort in pursuing her claims, both for herself and for the benefit of the settlement class.

(*Id.* ¶ 20.) From the moment the case began, she exhibited a willingness to participate and assume the responsibilities of a class representative, namely to ensure the protection of and benefit to the settlement class as a whole, rather than simply furthering her own interests. (*Id.*) More specifically, Garcia provided class counsel with critical information in the discovery process related to her personal experiences in being charged the Convenience Fees and further assisting class counsel in responding to discovery. (*Id.*) She also took time out of her workday to sit for a deposition in Spokane between shifts. (*Id.*) As the case progressed, she reviewed additional documents and ultimately the Settlement. (*Id.* ¶ 21.) Without her assistance, the Settlement would not have been possible.

Comparing the requested incentive award against those awarded in other cases in the Ninth Circuit only confirms its reasonableness. *See In re Online DVD-Rental*, 779 F.3d at 947 (noting that \$5,000 is “an amount [the Ninth Circuit] said was reasonable”) (citing *Staton*, 327 F.3d at 976-77)). As it relates to FDCPA cases, this amount—or more—is regularly awarded. *See CashCall, Inc.*, 2017 WL 5524718, at *15 (awarding a \$10,000 incentive award to class representatives in FDCPA class action settlement); *Gaudin*, 2015 WL 7454183, at *10 (awarding \$15,000 to class representatives in FDCPA class action); *Bottoni*, 2013 WL 12312794, at *1 (awarding “a \$5,000 incentive award to each of the four class representatives” in class action alleging, among other claims, FDCPA violations). Accordingly, the requested award of \$5,000 for Plaintiff Garcia is reasonable and should be approved.

VI. CONCLUSION

For the foregoing reasons, Garcia respectfully requests that the Court enter an Order (i) granting the requested attorneys’ fees, expense, and incentive award, and (ii) providing such other and further relief that the Court deems reasonable and just.⁸

Dated: August 20, 2018

Respectfully submitted,

⁸ Plaintiff will submit a proposed order awarding attorneys’ fees, expenses, and an incentive award contemporaneously with her proposed order granting final approval to the Settlement.

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/s/ Cliff Cantor

By: Cliff Cantor, WSBA # 17893
LAW OFFICES OF CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074
Tel: (425) 868-7813
Fax: (425) 732-3752
Email: cliff.cantor@outlook.com

Rafey S. Balabanian
EDELSON PC
123 Townsend Street, Suite 100
San Francisco, California 94107
Tel: (415) 212-9300
Email: rbalabanian@edelson.com

Benjamin H. Richman
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: (312) 589-6370
Fax: (312) 589-6378
Email: brichman@edelson.com

Wesley W. Barnett
D. Frank Davis
DAVIS & NORRIS, LLP
The Bradshaw House
2154 Highland Avenue South
Birmingham, Alabama 35205
Tel: (205) 930-9900
Email: wbarnett@davisnorris.com
fdavis@davisnorris.com

Counsel for Plaintiff Juanita Garcia

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Certificate of Service

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

/s/ Cliff Cantor, WSBA # 17893

Exhibit 1

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**STIPULATION AND SETTLEMENT
AGREEMENT**

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

1. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

21 **2. DEFINITIONS**

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

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

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

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STIPULATION AND SETTLEMENT
AGREEMENT- 3
(C15-1808 TSZ)

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15. “Defendant” means Nationstar Mortgage LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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STIPULATION AND SETTLEMENT
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(206) 628-6600

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

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

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

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

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

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Seattle, Washington 98101-2380
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3.3. Condition No. 1: District Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

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

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

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

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

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

5. SETTLEMENT ADMINISTRATION AND COSTS

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

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STIPULATION AND SETTLEMENT
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(C15-1808 TSZ)

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(206) 628-6600

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

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

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

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

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

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

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

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

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

Settlement.

6. NOTICE TO THE SETTLEMENT CLASS

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

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

7. CLAIM FILING, REVIEW, AND APPROVAL PROCESS

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

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Form may be rejected.

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

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

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

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

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

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

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

8. COVENANTS

The Settling Parties covenant and agree as follows:

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

Released Persons.

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

9. REPRESENTATIONS AND WARRANTIES

9.1. Plaintiff's Representations and Warranties.

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

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

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

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

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

10. RELEASES

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

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

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

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

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

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

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

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

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

11. OPT-OUT RIGHTS

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

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

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

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

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

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4 **12. OBJECTIONS**

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

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

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

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

7 **13. SETTLEMENT APPROVAL**

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

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

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

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

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

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

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

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

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

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

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

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

the Settlement Fund to be distributed to Settlement Class Members.

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

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

16. CONFIDENTIALITY; COMMUNICATIONS TO MEDIA AND PUBLIC

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

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

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

17. TERMINATION AND EFFECT THEREOF

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

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

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

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

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

18. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. NOTICES

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

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

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

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

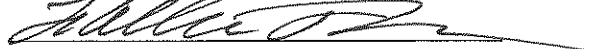
Kalama M. Lui-Kwan
Erik Kemp
Severson & Werson, A Professional Corporation
One Embarcadero Center, Suite 2600
San Francisco, CA 94111
Telephone: (415) 398-3344;
Facsimile: (415) 956-0439
Counsel for Defendant Nationstar Mortgage LLC

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

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

Dated: November 27, 2017

By: 

Name: LeAllen Frost

Title: Vice President

Nationstar Mortgage LLC

Dated: _____

By: _____

Juanita Garcia
Plaintiff

Approved as to form by:

November __, 2017

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

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

Attorneys for Defendant
Nationstar Mortgage LLC

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

Dated: _____ By: _____

Name:

Title:

Nationstar Mortgage LLC

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

Juanita Garcia
Plaintiff

Approved as to form by:

November ____, 2017

John A. Knox, WSBA #12707
WILLIAMS, KASTNER & GIBBS PLLC
601 Union Street, Suite 4100
Seattle, WA 98101-2380
Phone: 206-628-6600; Fax: 206-628-6611
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SEVERSON & WERSON, P.C.
One Embarcadero Center, Suite 2600
San Francisco, California 94111
Phone (415) 398-3344
Fax (415) 956-0439

Attorneys for Defendant
Nationstar Mortgage LLC

Exhibit A

NATIONSTAR CONVENIENCE FEE SETTLEMENT CLAIM FORM

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

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

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

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

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

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

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

Signature: _____ Date: ____/____/____

Print Name: _____

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

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

Exhibit B

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Court has personal jurisdiction over the parties and the Settlement Class

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[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT- 1
(C15-1808 TSZ)

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

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

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

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

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

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

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

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

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

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

5 (a) Release and Waiver Definitions

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

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

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

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

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

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

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

1 all Releasing Persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT- 8
(C15-1808 TSZ)

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

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

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

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

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

26 cc: All Counsel of Record

27
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[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT- 9
(C15-1808 TSZ)

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(206) 628-6600

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

[PROPOSED] FINAL JUDGMENT

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

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

THOMAS S. ZILLY
UNITED STATES DISTRICT JUDGE

Exhibit C

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15
16 **Class Counsel**

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

23 **Defense Counsel**

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

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

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

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

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

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

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

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

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

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

25
26
27 80001.0039/10984686.1

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

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

1 DONE and ORDERED in Chambers in Seattle, Washington, this _____ day of
2 _____, 2018.
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4 _____
5 THOMAS S. ZILLY
6 UNITED STATES DISTRICT JUDGE

7 cc: All Counsel of Record
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80001.0039/10984686.1

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

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

Exhibit D

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

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

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

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

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

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

BASIC INFORMATION

1. Why was this Notice issued?

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

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

2. What is a class action?

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

3. What is this lawsuit about?

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

4. Why is there a Settlement?

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

WHO’S INCLUDED IN THE SETTLEMENT?

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

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

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

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

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

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

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

7. How much will my payment be?

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

8. When will I get my payment?

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

HOW TO GET BENEFITS

9. How do I get a payment?

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

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

REMAINING IN THE SETTLEMENT

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

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

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

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

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

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

13. How will the lawyers be paid?

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

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

Nationstar Convenience Fee Settlement
0000 Street
City, ST 00000

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

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

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

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

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

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

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

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

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

THE COURT'S FINAL APPROVAL HEARING

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

80001.0039/10984586.1 QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR [SETTLEMENT WEBSITE]

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

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

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

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

GETTING MORE INFORMATION

22. Where do I get more information?

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

Exhibit E

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

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

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

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

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

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

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

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

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

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

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

Exhibit F

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

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

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



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

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

By Order of the Court Dated: [date]

NATIONSTAR CONVENIENCE FEE SETTLEMENT CLAIM FORM

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

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

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

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

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

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

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

Signature: _____ Date: ____/____/____

Print Name: _____

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

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

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

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

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

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

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

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

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

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

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

XXX

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC, a Delaware
limited liability company,

Defendant.

NO. C15-1808 TSZ

**DECLARATION OF BENJAMIN H.
RICHMAN IN SUPPORT OF
PLAINTIFF’S MOTION FOR AWARD
OF ATTORNEYS’ FEES, EXPENSES,
AND INCENTIVE AWARD**

NOTE ON MOTION CALENDAR:
Wednesday, October 17, 2018 at 10 a.m.

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

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

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

Class Counsels’ Efforts in the Litigation and Settlement

3. Shortly after the start of the litigation, the parties immediately engaged in

1 extensive discovery, both formal and informal. This included the exchange of written
2 interrogatories and document requests and the production of thousands of pages of documents.
3 Plaintiff Garcia and several key Nationstar personnel were also deposed. This discovery
4 provided support to Plaintiff's motion for class certification, and to her reply to Nationstar's
5 opposition to the motion.

6 4. That discovery also allowed the parties to better analyze the possibility of
7 resolving the case. To that end, they scheduled a mediation with Mr. John Bates, Esq. at JAMS
8 in San Francisco, California. In preparation for the mediation, the parties exchanged detailed
9 mediation briefs, which included analyses of much of the information obtained in discovery.
10 This provided a clearer picture of the case's key issues and the strengths and weaknesses of their
11 respective positions on, among other topics, the case's merits, class certification, and possible
12 settlement.

13 5. After exchanging this information, the parties attended a formal mediation session
14 with Mr. Bates in July 2017. Despite multiple rounds of back-and-forth negotiations with Mr.
15 Bates that day, the parties were unable to reach any resolution. Eventually, Mr. Bates provided
16 the parties a mediator's proposal. While the parties did not immediately accept it, after
17 considering it further in the coming days, both sides eventually agreed. In the following weeks,
18 the parties discussed the details of Mr. Bates's proposal. After a months-long editing process, the
19 final Settlement Agreement was executed by December 3, 2017, and the court preliminarily
20 approved it on May 29, 2018.

21 6. Since the Settlement's preliminary approval, class counsel have carried out its
22 terms as ordered by the Court. This has involved expending significant time, effort, and other
23 resources to ensure that settlement class members can secure the relief available to them under
24 the Settlement. For example, my firm has communicated with numerous settlement class
25 members throughout the claims period (which runs for several more weeks), answering questions
26 regarding the claims process, and otherwise assisting settlement class members with completing
27

1 and submitting their claims forms. In addition, class counsel have continuously interfaced with
2 the settlement administrator to ensure that settlement class members receive claim forms and
3 have the information they need regarding the Settlement.

4 7. In short, class counsel has acted—and will continue to act—diligently to ensure
5 the best relief possible for the settlement class.

6 ***The Settlement's Benefits in Light of the Risks of Ongoing Litigation***

7 8. The Settlement requires Nationstar to create a \$3,875,000 non-reversionary
8 settlement fund from which from which every claiming class member will receive a *pro rata*
9 distribution of the fund (less settlement administration costs, attorneys' fees and expenses, and
10 an incentive award) based on the number of times they were charged a Convenience Fee. It also
11 secures prospective relief that requires Nationstar to inform consumers should they charge
12 Convenience Fees in the future.

13 9. This Settlement was secured in the face of a pending class certification motion
14 that, if denied, would have essentially precluded the class from recovering anything at all insofar
15 as individual litigation over the damages at issue would not have been a practical alternative. But
16 even if a class was certified, Plaintiff would have still had to prevail at summary judgment, and
17 on the merits at trial, which was by no means a guarantee. And even if she were successful
18 through those stages of the litigation, years of appeals would surely have awaited, thus further
19 calling into question when (or if) the class members might recover.

20 ***Class Counsels' Representation***

21 10. Class counsel agreed to undertake Ms. Garcia's claims on a contingency basis,
22 foregoing other opportunities to investigate and prosecute her claims with no guarantee of
23 recovery. Class counsel have a proven record of effectively and successfully prosecuting
24 complex nationwide class actions, and they used that experience in prosecuting this case. (*See*
25 *Edelson PC Firm Resume*, attached hereto as Exhibit A.)

1 11. Throughout this case, attorneys at my firm have logged more than 600 hours of
2 attorney time, and spent more than \$15,000 in hard costs representing Ms. Garcia and the
3 settlement class.

4 12. My firm's total lodestar of \$315,724.00 represents the work that we have
5 undertaken since the inception of this case and does not include the additional work that will be
6 necessary through final approval (i.e., preparing briefing in support of final approval, contending
7 with any objections, otherwise communicating with the settlement class members about the
8 Settlement, and continuing to supervise the administration of the Settlement).

9 13. Our billable rates and an outline of the hours of each attorney that worked on this
10 matter are incorporated in the chart below. Here, as with every case, we kept diligent and
11 detailed time records that accurately and reasonably reflect the amount of hours required to
12 litigate and resolve this case.

13 14. In my opinion, the expenditure of time by the attorneys and staff that worked on
14 this case was reasonable and necessary, and the hours spent easily equate to the number of hours
15 that class counsel could have billed to a private client.

16 15. The rates for the attorneys used to calculate the total lodestar figure correlate to
17 their respective experience, and are the same rates that Edelson PC attorneys charge to their
18 hourly clients, and those that have been approved in similar settlements in state and federal
19 courts across the country. *See, e.g., Kulesa v. PC Cleaner, Inc.*, No. 12-cv-725-JVS, dkt. 101
20 (C.D. Cal. Aug. 26, 2014) (finding Edelson PC's then current hourly rates reasonable and
21 granting their full lodestar request); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv- 04846-
22 MMC, dkt. 105 (N.D. Cal. May 10, 2013) ("The Court finds the rates charged [by Edelson PC]
23 to be appropriate and reasonable in light of the experience of each attorney and that the hourly
24 rates are in line with comparable market rates."); *Goodman v. Hangtime, Inc.*, No. 14- cv-1022-
25 JRB, dkt. 124 (N.D. Ill. Sept. 29, 2015); *Thisis v. AVG Techs. USA, Inc.*, No. 12-cv-10920-RGS,

1 dkt. 116 (D. Mass. May 5, 2014) (finding Edelson PC's current hourly rates reasonable in
2 lodestar fee analysis).

3 16. As reflected in the chart below, my firm's adjusted lodestar¹ to date is
4 \$315,724.00.

ATTORNEY	YEARS EXPERIENCE	HOURS	HOURLY RATE	LODESTAR
Rafey S. Balabanian (Managing Partner)	13	55.9	\$700	\$39,130.00
Benjamin H. Richman (Managing Partner - CHI)	9	132.5	\$600	\$79,500.00
Ryan D. Andrews (Partner)	13	36.4	\$650	\$23,660.00
Roger Perlstadt (Partner)	16	136.0	\$675	\$91,800.00
Michael W. Ovca (Associate)	1	118.1	\$290	\$43,249.00
J. Dominick Larry (Former Associate)	5	121.5	\$390	\$47,385.00
TOTALS:		600.4		\$315,724.00

13
14 17. Based on my experience with several similar settlements, I anticipate that at least
15 fifty additional hours of work will be required through final approval and administration of the
16 Settlement, should the Court approve it. Class counsel must still draft a final approval motion,
17 prepare and attend the final fairness hearing, contend with any potential objectors, and handle
18 various issues related to Settlement administration. And, as mentioned, class counsel is still
19 expending resources and time responding to class members in order ensure they can secure the
20 relief available to them.

21 18. In addition, my firm has incurred \$15,005.53 in unreimbursed expenses, which
22 include the costs for postage/FedEx, mediation fees, filing fees, and the additional expenses
23 required to see this matter through final approval.

24
25
26 ¹ My firm has expended more hours on this matter than the 600 included in the chart
27 above. However, we have not included time for certain attorneys and tasks deemed to be
duplicative, excessive, or otherwise unnecessary to include here.

1 ***Plaintiff Juanita Garcia's Efforts in the Litigation***

2 19. Finally, I am of the opinion that Ms. Garcia dutifully represented the interests of
3 the settlement class in this case and was instrumental in securing the Settlement.

4 20. Throughout the pendency of the litigation, Ms. Garcia has played an active role as
5 a class representative. She has assisted reviewing pleadings and other documents filed with the
6 Court, participated in written discovery, provided critical information regarding her experiences
7 being charged Convenience Fees, and took time out of her workday to sit for a deposition. At all
8 times, she has looked out for the interests of the class, not just her individual case.

9 21. When the parties were discussing what would ultimately become the Settlement,
10 Ms. Garcia reviewed it and provided her final signoff.

11 22. As the Settlement demonstrates, Ms. Garcia's commitment of time and effort in
12 this action has resulted in a substantial benefit to her fellow class members, one that would not
13 have been achieved absent her efforts.

14 * * *

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

16 Executed on August 20, 2018 at Chicago, Illinois.

17
18 /s/ Benjamin H. Richman
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Exhibit A

EDELSON PC FIRM RESUME

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

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

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

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

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

PLAINTIFFS' CLASS AND MASS ACTION PRACTICE

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

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

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

MASS/CLASS TORT CASES

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

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

- *Januszewski v. Horseshoe Hammond*, No. 2:00CV352JM (N.D. Ind.): Part of team of attorneys in mass suit alleging that defendant riverboat casino caused injuries to its employees arising from exposure to second-hand smoke.
- *Merck/Vioxx Lawsuits*: Represented hundreds of individuals claiming medical problems including heart attacks and strokes after taking the prescription medication Vioxx. Cases resolved as part of Merck's global settlement.

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

MORTGAGE & BANKING

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

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

- *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement restored up to \$653,920,000 worth of credit to affected borrowers.
- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): In ongoing putative class action, obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP trial plans.

PRIVACY/DATA LOSS

Data Loss/Unauthorized Disclosure of Data

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

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

manufacturer accused on collected and recording highly intimate and sensitive personal use data. Case resolved for \$3.75m (Canadian).

- *Sekura v. L.A. Tan Enterprises, Inc.*, No. 15 CH 16694 (Cir. Ct. Cook County, Ill.): Reached the first ever settlement under Illinois's biometric privacy statute. Settlement provided the class with \$1.25m and released only the franchiser and related companies, thus allowing additional ongoing suits against franchisees to continue.
- *Halaburda v. Bauer Publishing Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Communications, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information. In a ground-breaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. In January and July of 2015, final approval was granted to a settlement reached in the *Bauer Publishing* matter and an adversarial class was certified in the *Time* case, respectively.
- *Standiford v. Palm*, No. 09-cv-05719-LHK (N.D. Cal.): Sole lead counsel in data loss class action, resulting in \$640,000 settlement.
- *In re Zynga Privacy Litig.*, No. 10-cv-04680 (N.D. Cal.): Appointed co-lead counsel in suit against gaming application designer for the alleged unlawful disclosure of its users' personally identifiable information to advertisers and other third parties.
- *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal.): Appointed co-lead counsel in suit alleging that Facebook unlawfully shared its users' sensitive personally identifiable information with Facebook's advertising partners.
- *In re Sidekick Litig.*, No. C 09-04854-JW (N.D. Cal.): Co-lead counsel in cloud computing data loss case against T-Mobile and Microsoft. Settlement provided the class with potential settlement benefits valued at over \$12 million.
- *Desantis v. Sears*, No. 08 CH 00448 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in injunctive settlement alleging national retailer allowed purchase information to be publicly available through the Internet.

Telephone Consumer Protection Act

EDELSON PC has been at the forefront of TCPA litigation for nearly a decade, having secured the groundbreaking *Satterfield* ruling in the Ninth Circuit applying the TCPA to text messages, *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), and the largest (up to \$76 million in total monetary relief) TCPA settlement to date. *See Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.). In addition to numerous settlements—collectively providing over \$200 million to consumers—we have over two dozen putative TCPA class actions pending against companies including Santander Consumer USA, Inc., GrubHub, United Student Aid Funds, NCO Financial Systems, and NRG Energy. Representative settlements and ongoing cases include:

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

- *Wright, et al. v. Nationstar Mortgage, LLC*, No. 14-cv-10457 (N.D. Ill.): Co-lead counsel in \$12.1 million debt collection call settlement.
- *Pimental v. Google, Inc.*, No. 11-cv-02585 (N.D. Cal.): Lead counsel in class action alleging that defendant co-opted group text messaging lists to send unsolicited text messages. \$6 million settlement provides class members with an unprecedented \$500 recovery.
- *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.): Lead counsel in \$10 million text spam settlement.
- *Miller v. Red Bull*, No. 12-CV-04961 (N.D. Ill.): Lead counsel in \$6 million text spam settlement.
- *Woodman v. ADP Dealer Services*, No. 2013 CH 10169 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$7.5 million text spam settlement.
- *Lockett v. Mogreet, Inc.*, No 2013 CH 21352 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$16 million text spam settlement.
- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.): Lead counsel in class action alleging that defendants violated federal law by sending unsolicited text messages to cellular telephones of consumers. Case settled for \$16 million.
- *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.): Co-lead counsel in in \$10 million text spam settlement.
- *Weinstein v. Airit2me, Inc.*, No. 06 C 0484 (N.D. Ill): Co-lead counsel in \$7 million text spam settlement.

CONSUMER TECHNOLOGY

Fraudulent Software

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

- *Drymon v. Cyberdefender*, No. 11 CH 16779 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.75 million.

- *Gross v. Symantec Corp.*, No. 12-cv-00154-CRB (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$11 million.
- *LaGarde v. Support.com, Inc.*, No. 12-cv-00609-JSC (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$8.59 million.
- *Ledet v. Ascentive LLC*, No. 11-CV-294-PBT (E.D. Pa.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.6 million.
- *Webb v. Cleverbridge, Inc.*, No. 1:11-cv-04141 (N.D. Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$5.5 million.

Video Games

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

PRODUCTS LIABILITY CLASS ACTIONS

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

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

INSURANCE CLASS ACTIONS

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

- *Holloway v. J.C. Penney*, No. 97 C 4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. The case settled in or around December 2000, resulting in a multi-million dollar cash award to the class.
- *Ramlow v. Family Health Plan* (Wisc. Cir. Ct., WI): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination and eventually settled the case ensuring that each class member would remain insured.

GENERAL CONSUMER PROTECTION CLASS ACTIONS

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

Mobile Content

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

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

the imposition of unauthorized mobile content charges. Case settled for \$12.254 million.

- *Williams v. Motricity, Inc.*, No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving 24 cases alleging the imposition of unauthorized mobile content charges. Case settled for \$9 million.
- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action settlement alleging unauthorized mobile content charges. Case settled for \$7.6 million.
- *Gresham v. Cellco Partnership*, No. BC 387729 (L.A. Super. Ct., Cal.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Settlement provided class members with full refunds.
- *Abrams v. Facebook, Inc.*, No. 07-05378 (N.D. Cal.): Lead counsel in injunctive settlement concerning the transmission of allegedly unauthorized mobile content.

Deceptive Marketing

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

settled in 2004, providing the over 150,000 class members with between \$11 million and \$14 million in benefits, consisting of cash refunds, full debt relief, and months of free health club membership.

- *Kim v. Riscuity*, No. 06 C 01585 (N.D. Ill.): Co-lead counsel in suit against a debt collection company accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with full debt relief and return of all money collected.
- *Jones v. TrueLogic Financial Corp.*, No. 05 C 5937 (N.D. Ill.): Co-lead counsel in suit against two debt collectors accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with approximately \$2 million in debt relief.
- *Fertelmeyster v. Match.com*, No. 02 CH 11534 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under Illinois consumer protection statutes. The settlement provided the class with a collective award with a face value in excess of \$3 million.
- *Cioe v. Yahoo!, Inc.*, No. 02 CH 21458 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under state consumer protection statutes. The settlement provided the class with a collective award with a face value between \$1.6 million and \$4.8 million.
- *Zurakov v. Register.com*, No. 01-600703 (N.Y. Sup. Ct., N.Y. Cnty.): Co-lead counsel in a class action brought on behalf of an international class of over one million members against Register.com for its allegedly deceptive practices in advertising on “coming soon” pages of newly registered Internet domain names. Settlement required Register.com to fully disclose its practices and provided the class with relief valued in excess of \$17 million.

GENERAL COMMERCIAL LITIGATION

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

OUR ATTORNEYS

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

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

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

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

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

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

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

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

Cal. 2013); and *Kristensen v. Credit Payment Servs.*, 12 F. Supp. 3d 1292 (D. Nev. Mar. 26, 2014).

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

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

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

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

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

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

Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies,

lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several “bet the company” cases.

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

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

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

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

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

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

Prior to joining EDELSON PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On the plaintiff's side, Ben is currently part of the team leading the *National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football)* multi-district litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. He is also representing labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the opioid crisis. And he is currently pursuing claims of Houston area homeowners against United States seeking recovery for alleged constitutional takings of their properties in the wake of Hurricane Harvey. In addition, Ben is lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).

Some of Ben's notable achievements include acting as lead counsel and securing settlements collectively worth \$50 million dollars in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel numerous multi-million

dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that –in addition to securing millions of dollars in monetary relief – also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.

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

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

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

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

Recognized as one of the leading experts on privacy and emerging technologies, Ari serves on the inaugural Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, Chairs the Illinois State Bar Association’s Privacy and Information Security Section, and was recently appointed by the Illinois Senate President to Co-Chair the Illinois Blockchain and Distributed Ledgers Task Force alongside Representative Michael Zalewski (21st Dist.). Ari was selected as an Illinois Rising Star by Super Lawyers (2013 – 2018), and received the Michigan State Bar Foundation’s Access to Justice Award (2017) for “significantly advancing access to justice for the poor” through his consumer cases.

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

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

ALFRED K. MURRAY II is Senior Litigation Counsel at EDELSON PC.

Alfred's prior experience includes handling a myriad of cases in his solo practice after spending several years at a well-respected civil litigation firm. Alfred's prior experience includes practice areas of civil right & municipal liability defense, commercial litigation, real estate litigation, and professional negligence. Known as a skilled yet reasonable litigator, Alfred has conducted bench trials, jury trials, and evidentiary hearings throughout the Northern District of Illinois, the Circuit Court of Cook County, and the surrounding suburbs. His experience in commercial litigation and real estate litigation led to substantive experience with judgment enforcement proceedings, where he eventually co-authored the *Equitable Remedies* chapter in the 2011 Supplement and 2013 Update to the *Illinois Institute of Continuing Legal Education, Creditors' Rights in Illinois*. Alfred has also lectured on supplemental proceedings, complex asset recovery, and post-judgment causes of action for the Illinois Creditors Bar Association, Illinois State Bar Association, Illinois Institute of Continuing Legal Education, and Chicago Bar Association. Alfred was selected as an Illinois Rising Star by Super Lawyers (2014, 2015, 2016, 2017, 2018).

Alfred received his B.S. in Political Science from the University of Illinois at Urbana-Champaign, and received his J.D. from The John Marshall Law School. During law school, Alfred served as the Chief Justice on the Moot Court Honors Board and participated in a number of national moot court competitions. While a law student, he also served as a judicial extern to The Honorable Abishi C. Cunningham of the Circuit Court of Cook County and served as a law clerk in the criminal enforcement division of the Office of the Illinois Attorney General, Lisa Madigan.

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

Lily received her J.D., *cum laude*, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).

Prior to law school, Lily attended the University of Notre Dame, where she graduated *magna cum laude* with departmental honors and earned her B.A. in Political Science and was awarded a

James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.

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

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

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

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

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

TODD LOGAN is an Associate at EDELSON PC. He focuses his practice on class and mass actions and large-scale governmental suits. Todd represents labor unions and governments seeking to recover losses arising out of the opioid crisis, Houston area homeowners in litigation against the United States seeking recovery for alleged constitutional takings of their properties in the wake of Hurricane Harvey, student athletes suffering from the harmful effects of concussions, employees and consumers who have had their privacy rights violated, and consumers who were defrauded.

Todd has litigated dozens of lawsuits in federal and state courts. He led Edelson's efforts in litigating and ultimately obtaining the first ever class action settlement under Illinois' Biometric Information Privacy Act. Overall, his cases have resulted in settlements that have paid out tens of millions of dollars.

From 2016–17, Todd clerked for the Honorable James Donato in the Northern District of California.

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

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

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

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

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

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

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

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

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

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

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

magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in privacy case brought by class of magazine subscribers against magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.

Ben graduated *magna cum laude* from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned (a currently unbroken firm record of) seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.

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

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

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

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

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

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

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

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

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

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

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

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

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

SHAWN DAVIS is the Director of Digital Forensics at EDELSON PC, where he leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices. Prior to joining EDELSON PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.

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

Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security.

During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC, a Delaware
limited liability company,

Defendant.

No. C15-1808 TSZ

DECLARATION OF D. FRANK DAVIS

1. My name is D. Frank Davis. I am over twenty-one (21) years of age. The statements contained in this Declaration are based upon my personal knowledge, and I am competent to state these facts in evidence.

2. I submit this declaration in support of Plaintiff’s motion for award of attorneys’ fees, reimbursement of expenses, and award to the class representative, filed in connection with final approval of the pending settlement.

3. My firm has served as Co-Class Counsel in this matter responsible for all aspects of this litigation through investigation, filing, discovery, briefing, and eventual negotiated settlement.

4. Through August 16, 2018, my firm reasonably devoted 674.5 hours consisting of 509.25 hours for Wesley W. Barnett, and 165.25 hours for myself.

1 5. Wesley W. Barnett is a senior associate in my firm with over fourteen years of
2 experience. Mr. Barnett has worked under my supervision during every aspect of this case.

3 6. Mr. Barnett's hourly rate is \$400 per hour. My hourly rate is \$625.

4 7. The following chart sets forth the time and hourly rate calculation for my firm:

Name	Hours	Rate	Lodestar
Wesley W. Barnett	509.25	\$400/hour	\$203,700.00
D. Frank Davis	165.25	\$625/hour	\$103,281.25
Totals	674.5		\$306,981.25

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11 8. As for my experience, I have devoted a substantial portion of my forty (40) plus
12 year legal career to class action and mass tort litigation. I have represented both plaintiffs and
13 defendants in many different class actions. I have settled class actions and I have tried class
14 actions. I am a member of the Alabama and Tennessee bars and I am currently admitted to
15 practice in the United States Supreme Court, the Fifth and Eleventh Circuit Courts of Appeals,
16 and each federal district court in Alabama. I have been admitted, at one time or another, on a *pro*
17 *hac vice* basis in federal and state courts in most of the states in the country.

18 9. Some of the class action and mass torts where my firm was either lead counsel or
19 co-lead counsel include:

- 20 a. Williams v. America Online, Inc.: Lead counsel for the defendant in a national
21 consumer class action over purported false statements about a service.
22 b. Leonard v. National Rent-A-Car: Lead counsel for the defendant in a national
23 consumer class action involving purported false statements about a service.
24 c. Hammack v. Quaker State Corporation: Lead counsel for the plaintiffs in a case of
25 purported false statements about a product. The case of consumers was certified
26 as a national class action and concluded with a multi-million-dollar settlement.
27 d. Singleton v. Splitfire, Inc.: Lead counsel for the Plaintiffs. The case involved

1 purported false statements about a product. It was certified as a national consumer
2 class action and concluded with a multi-million-dollar settlement.

3 e. Wilson v. Dahberg: Lead counsel for the Plaintiffs. The case concerned alleged
4 false statements about a product. It was certified as a national consumer class
5 action and concluded with a multi-million-dollar settlement.

6 f. Dyer v. Monsanto, et al.: Lead counsel for plaintiff property owners in a class
7 action for damages arising from the pollution of a lake by PCBs. The case settled
8 for \$43 million.

9 g. Tolbert v. Monsanto, et al.: Co-lead counsel for approximately 18,000 plaintiffs
10 for damages to persons and property from PCBs manufactured by Defendant. The
11 case combined cases settled for more than \$600 million.

12 h. Aaron v. Chicago Housing Authority, et al.: Mr. Norris and I handled this plaintiff
13 class action until we left our prior firm in January of 2003. The case settled
14 shortly afterward for a multi-million-dollar number.

15 i. The Vietnam Assoc. for Victims of Agent Orange/Dioxin, et al. v. Dow Chemical
16 Co., et al.: Co-lead counsel for a purported plaintiff class of between 2-4 million
17 Vietnamese nationals and residents of Vietnam who suffered damages as a result
18 of Dioxin exposure during the Vietnam War.

19 j. In Re Vioxx Products Liability Litigation: My firm represented hundreds of
20 clients who were part of the MDL proceedings and subsequent settlement.

21 k. Faught v. American Home Shield: Co-Lead counsel with my partner John E.
22 Norris in a nationwide consumer class action over claims handling. The case
23 involved approximately 4.3 million consumers. The creative nationwide
24 settlement in this case was affirmed by the Eleventh Circuit Court of Appeals.

25 l. Abney v. American Home Shield: Co-Lead counsel with my partner John E.
26 Norris in a nationwide consumer class action involving RESPA. This case settled
27 on a nationwide basis.

- 1 m. Robin son, et al. v. T-Mobile USA: Co-Lead counsel with my partner John E.
2 Norris in an action related to T-Mobile's practice of reactivating stolen or lost cell
3 phones for use on its network. The case was appealed to the Eleventh Circuit
4 Court of Appeals and ultimately resulted in an individual settlement on behalf of
5 our clients. T-Mobile changed its practices shortly thereafter.
- 6 n. Veal v. Tropicana, Inc.: Co-Lead counsel in a nationwide class action related to
7 the marketing and sales practices of orange juice manufactured and sold by
8 Tropicana. The case was transferred to MDL-2353 in the District of New Jersey.
- 9 o. Sauk Village v. YRC: My firm represents Sauk Village, Illinois in an
10 environmental contamination case for the Village's water supply. The Village's
11 water supply has been contaminated with vinyl chloride causing millions of
12 dollars in damages to clean the water for use by its citizens.
- 13 p. Maturani v. Hyundai: A purported class action filed against Hyundai related to
14 inflated miles per gallon claims. The case was transferred to MDL-2424 in the
15 Central District of California. My firm participated as a non-settling plaintiff in
16 the extensive and exhaustive confirmatory discovery which resulted in a
17 substantially changed finally approved settlement, and were awarded a substantial
18 attorney's fee for our efforts.
- 19 q. McWhorter v. Ocwen, et al.: My firm is lead counsel in a nationwide class action
20 under the Fair Debt Collection Practices Act for fees charged in violation of the
21 law.
- 22 r. Lindblom v. Santander Consumer USA, Inc., et al.: My firm is lead counsel in a
23 California class action filed in the Eastern District of California under the
24 Rosenthal Fair Debt Collection Practices Act related to fees charged in violation
25 of the law.

26 10. In addition to these actions which are particularly relevant to the current case, I
27 have been counsel in dozens and dozens of other class actions. Some of them were of historic

1 importance such as Swint v. Pullman Standard, and Hayes v. Republic Steel. I have appeared
2 before various appeals courts in class cases during a time span of more than 30 years.

3 11. My firm has been recognized by federal courts by appointment in leadership roles
4 including its recent appointment as a member of the executive committee in the MDL-2361 now
5 pending in the United States District Court for the Western District of Missouri against The
6 Coca-Cola Company in In re: Simply Orange Orange Juice Marketing and Sales Practices
7 Litigation, MDL-2361.

8 12. Davis & Norris, LLP has substantial experience in prosecuting statutory actions
9 such as cases under the Telephone Consumer Protection Act (“TCPA”) and the Fair Debt
10 Collection Practices Act (“FDCPA”). Davis & Norris, LLP has filed hundreds of TCPA and
11 FDCPA cases and arbitrations on behalf of numerous clients.

12 Dated August 20, 2018.

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

14 /s/ D. Frank Davis

15 Co-Class Counsel

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC,
a Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**DECLARATION OF CLIFF CANTOR
IN SUPPORT OF AWARD OF FEES
AND EXPENSES**

I, Cliff Cantor, declare as follows:

1. I am the principal of Law Offices of Clifford A. Cantor, P.C. I am a long-time member of the bar of this Court.

2. I base this declaration on my personal knowledge and the records of my law office and, if called upon, I could competently testify thereto.

3. I submit this declaration in support of Plaintiff's motion for award of attorneys' fees, reimbursement of expenses, and award to the class representative, filed in connection with final approval of the pending settlement.

1 4. The tasks that my law office undertook and/or worked on in this litigation include
2 (i) participating in the preparation and filing of the initial complaint and, to some degree, all or
3 nearly all documents that were filed or submitted in this matter; (ii) participating in discovery;
4 (iii) communicating as necessary with opposing counsel and the Court; and (iv) ensuring
5 compliance with local rules and local custom at all times.

6 5. Through August 15, 2018, I reasonably devoted 170.05 hours of professional
7 services to this litigation. This figure is based on contemporaneous computerized time records
8 that I maintain. Based on my familiarity with this case, I reviewed the entries to confirm the
9 reasonableness of the time devoted and, in an abundance of caution, I deleted entries if I had
10 doubts about the utility of the task or the reasonableness of the time spent. In my opinion, the
11 resulting time was reasonably necessary for the effective prosecution and resolution of the
12 action. My full-detail billing timesheet is available at the request of the Court.

13 6. My current billing rate for professional services since 2015 has been \$600/hour
14 for all clients. Federal district judges in Washington have approved fee requests that included my
15 rate of \$600/hour (or lodestar crosschecks that relied in part on my rate). I have been practicing
16 law as a second career since 1987, when I graduated from Harvard Law School *magna cum*
17 *laude*. To the best of my knowledge, my billing rate is consistent with or at the low end of billing
18 rates of my peers in the Seattle marketplace who work on legal matters similar to those that I
19 work on. I base this information on my examination of other Seattle-based lawyers' fee
20 declarations and conversations with my Seattle-based peers in the legal profession.

21 7. Multiplying 170.05 hours by my professional billing rate of \$600/hour, the total
22 lodestar for my firm is \$102,030, shown as follows:
23
24

<i>Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Lodestar</i>
Cliff Cantor	170.05	\$600/hr.	\$102,030

I expect to devote additional time to finalization of the settlement, which is not included here.

8. This lodestar figure does not include charges for expense items. My law office customarily bills expenses separately; they are not duplicated in my hourly rate.

9. Through August 19, 2018, my law office reasonably disbursed a total of \$1,378.00 in unreimbursed out-of-pocket expenses in connection with the prosecution of this litigation. They are categorized as follows:

<i>Category of Disbursement</i>	<i>Amount</i>
Filing fees	400.00
Pro hac vice fees	978.00
<i>Total</i>	1,378.00

10. These expenses incurred in this action are reflected on the books and records of my law office, which are available at the request of the Court. These books and records are prepared from check records, credit card records, and other source materials and are an accurate record of the actual reasonable expenses incurred. No expenses are marked up.

11. My law office's compensation for services rendered and reimbursement for out-of-pocket expenses is wholly contingent on the success of the action. None of the fees and expenses listed here have been paid or were promised to be paid by any source.

12. With respect to my standing as an attorney, attached hereto as Exhibit A is a short résumé.

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

Executed on August 19, 2018.

1 *s/ Cliff Cantor*
2 Cliff Cantor, WSBA # 17893

3 *One of Counsel for Plaintiff*

4
5
6 **Certificate of Service**

7 I certify that, on the date stamped above, I caused this declaration, along with its
8 accompanying exhibit, to be filed with the Clerk of the Court via the CM/ECF system, which
9 will email notification of filing to counsel of record for all parties.

10 *s/ Cliff Cantor, WSBA # 17893*

Exhibit A

Exhibit A

LAW OFFICES OF CLIFFORD A. CANTOR, P.C.

Firm Résumé

Founded more than 20 years ago, the firm helps individuals, investors, employees and employers, and public and private entities enforce their rights, often through multi-party, class action, or derivative litigation. Frequently as lead or co-lead counsel, the principal of the firm, Cliff Cantor, has participated successfully in obtaining significant monetary awards and innovative injunctive relief throughout the country. Clients consistently appreciate the personal attention devoted to them that they may never see in larger firms.

Cantor graduated from M.I.T. in 1975 at age 20 with a B.S. in mathematics. He obtained an M.S. in mathematics the following year. He received his J.D. degree *magna cum laude* from Harvard Law School. While at Harvard, Cantor was selected by Prof. Laurence Tribe to assist in analyzing and preparing written works on constitutional issues and for litigation in the Supreme Court.

Cantor has litigated in approximately half of the states in the country. Cantor is admitted to practice in the state courts of Washington and Alaska (recently inactive in Alaska), various federal district courts, the U.S. Courts of Appeal for the Second, Seventh, Ninth, and Eleventh Circuits, and the U.S. Supreme Court.

For more than 25 years, Cantor has devoted most of his practice to complex litigation. He was invited to co-author briefs to the Supreme Court in *Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73 (1995) and *Varsity Corp. v. Howe*, 516 U.S. 489 (1996). Cantor has been an invited speaker at numerous CLE seminars.

Cantor has been named a Washington “Super Lawyer” in WASHINGTON LAW AND POLITICS. He is rated AV[®] Preeminent[™] 4.9 out of 5.0 by Martindale-Hubbell[®] Peer Review Ratings[™].

A few examples of cases in which Cantor had a leadership role are as follows.

- In *Lee County v. IASD Health Services dba Wellmark Blue Cross & Blue Shield of Iowa* (N. Lee County, Iowa), which involved 48 governmental entities as plaintiffs, Cantor was one of three lawyers leading the plaintiffs' prosecution of claims that BC/BS had breached its contracts and fiduciary duties while serving as a third-party administrator of health plans. Literally on the eve of trial, the parties settled for 100% of actual damages. In a subsequent related case, *Louisa County v. Wellmark, Inc. d/b/a Wellmark Blue Cross and Blue Shield of Iowa* (Des Moines County, Iowa), a class action, the court appointed Cantor as co-class counsel.
- In *South Ferry LP #2 v. Killinger* (W.D. Wash.), Cantor served as liaison counsel in a long-running securities-fraud lawsuit against Washington Mutual and its top officers. Plaintiffs prevailed in the district court on pretrial motions, prevailed in the Ninth Circuit in an interlocutory appeal, and finally settled for a significant cash sum that involved approval by the district court and the bankruptcy court overseeing Washington Mutual's bankruptcy.
- In *In re IsoRay, Inc. Securities Litig.* (E.D. Wash.), Cantor served as liaison counsel in a securities-fraud lawsuit against a biotech company and its chief executive. Plaintiffs prevailed in the district court on a motion to dismiss and, partway through discovery, settled for an amount that was significantly greater than average for securities-fraud cases. No class members objected and the court approved the settlement.
- In *Stassi v. Boone* (Travis County, Tex.), the court appointed Cantor to be lead class counsel for a class of all stockholders of Loch Harris, Inc. in a case alleging rampant corporate mismanagement. The court approved a settlement involving substantial disgorgement by the alleged wrongdoers and a complex share exchange whereby all Loch Harris stockholders became stockholders of a different company to which Loch Harris's technology was transferred. This successfully allowed the other company to attract financing and proceed with a clean bill of health.

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CLIFFORD A. CANTOR, P.C.

627 208th Ave. SE

Sammamish, Washington 98074-7033

Tel: (425) 868-7813 • Fax: (425) 732-3752

- In *In re Hewlett-Packard Co. Power-Plug Litig.* (N.D. Cal.), the court appointed Cantor to be co-lead counsel in a case alleging that Hewlett-Packard was selling laptop computers with a known defect that caused internal arcing and motherboard failure. The court approved a settlement in conjunction with another case against Hewlett-Packard that involved cash reimbursement to owners who had previously replaced their motherboards and a future repair program that was free of charge including shipping.

- In *Huck v. Union Pacific Corp.* (D. Neb.), the court appointed Cantor as class counsel in a case alleging that Union Pacific failed to properly safeguard employee confidential information and, in a series of incidents, allowed private information of most of its employees to be released. The court approved an innovative settlement that required a drastic overhaul of Union Pacific's internal procedures and provided a simplified procedure for payment of damages to affected individuals.

- In *Eley v. Palm, Inc.* (San Francisco County, Cal.), the court appointed Cantor as co-class counsel for a nationwide class of purchasers of a particular model of Palm handheld computer. The class alleged that the units suddenly and permanently ceased to sync with host computers and that Palm knew about but hid this defect. Through discovery, the problem was narrowed down to a defective chip. The court approved a significant settlement that resulted in, among other things, replacement of many tens of thousands of chips and a multi-year extension of the warranty.

- In *Brown v. Washington Mutual Bank* (Los Angeles County, Cal.), the court appointed Cantor as co-class counsel for a certified nationwide class of people who applied for or obtained home loans from Washington Mutual's affiliates. Plaintiffs alleged that defendants violated unfair competition law by marking up the cost of third-party settlement services on loan closing statements. After years of difficult and novel litigation, including an appeal by defendants that was resolved in plaintiffs' favor, the parties reached a substantial monetary settlement that the court approved.

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- In *Dennings v. Clearwire Corp.* (W.D. Wash.), the court appointed Cantor to be co-class counsel for a nationwide class of Clearwire subscribers who alleged that the provider of wi-fi Internet service violated deceptive-practices statutes by “throttling” or “shaping” subscribers’ Internet speeds contrary to the company’s advertising. The parties reached a substantial monetary settlement that the court approved. Cantor led the defense of two appeals of the district court’s orders, each of which resulted in summary affirmance by the Ninth Circuit.

- In *Armer v. OpenMarket, Inc., Sprint Spectrum, L.P., and Nextel West Corp.* (W.D. Wash.), which involved the practice of “cramming” of extraneous charges onto cellphone bills, the court appointed Cantor to be on a steering committee responsible for settling 26 suits against entities that occupied various levels in the ecosystem of mobile content providers, aggregators of charges, and wireless service providers, resulting in a considerable cash settlement.

- In *Bell v. Blue Cross of Cal.* (Los Angeles County, Cal.), Cantor was co-counsel for many emergency-room medical practice groups in a mass individual action challenging reimbursement levels by Blue Cross of California in circumstances in which the providers were required by state and federal law to provide emergency treatment. Cantor set important new principles in California appellate case law that (i) the medical providers had a right to sue for reimbursement, and (ii) Blue Cross was obligated to reimburse at fair and reasonable rates. Dr. Bell was named “Advocate of the Year” by his medical association for obtaining these results.

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