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9 similarly situated

10  
11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

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

15 Plaintiff,

16 vs.

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

19 Defendants.  
20

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

Judge: Hon. Daniel J. Calabretta

**MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: September 19, 2024  
Time: 1:30 p.m.  
Place Courtroom 10

**NOTICE OF MOTION AND MOTION**

**TO ALL THE PARTIES AND COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that on September 19, 2024, at 1:30 p.m. or at such other date and time as the Court may set, in Courtroom 10 of the Robert T. Matsui United States Courthouse, United States District Court for the Eastern District of California, Class Counsel, on behalf of a proposed Settlement Class, will and hereby do move the Court for an Order and judgment granting final approval of the Class Action Settlement.

This Motion is based on:

- (1) this Notice of Motion and Motion;
- (2) the Memorandum of Points and Authorities below;
- (3) the Declaration of Roland Tellis and exhibits thereto, filed concurrently herewith;
- (4) the Declaration of Ryan Bahry of JND Legal Administration, filed concurrently herewith;
- (5) the records, pleadings, and papers filed and documents produced in this litigation; and
- (6) such other documentary and oral evidence or argument as Class Counsel may present to the Court at the hearing of this Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Almost a decade of hard-fought litigation has paid off for hundreds of thousands  
4 of Settlement Class Members.<sup>1</sup> In exchange for a release of their claims against  
5 Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (hereinafter  
6 “Defendants” and/or “Ocwen”), each Settlement Class Member will receive **uncapped**  
7 settlement benefits that **exceed** the average amount that Ocwen allegedly overcharged  
8 them for property valuation products known as Broker Price Opinions (“BPOs”) and  
9 Hybrids Valuations (“Hybrids”). In other words, the Settlement provides Settlement Class  
10 Members with **complete relief**.

11 Additionally, the Settlement requires Ocwen to implement an important change to  
12 its business practices: it must modify its disclosures to borrowers, and in any applicable  
13 fee schedules, to identify the “reconciliation” service included in the vendors’ BPO and  
14 Hybrid products. Thus, going forward, borrowers will be fully apprised of the nature and  
15 scope of the BPO and Hybrids fees Ocwen charges. This meaningful injunctive relief  
16 ensures that the conduct at issue in this litigation will not recur.

17 The Settlement was a result of prolonged and spirited arm’s-length negotiations  
18 between the parties during two mediation sessions and dozens of telephonic and written  
19 discussions. And there is no denying that the parties vigorously litigated every aspect of  
20 this complex case before reaching a resolution. Indeed, the Settlement was reached just  
21 weeks before trial and days before the final pretrial conference.

22 On March 29, 2024, the Court granted preliminary approval and ordered  
23 dissemination of notice to the Settlement Class, concluding that “the Settlement  
24 Agreement is fair, reasonable.” See ECF No. 249 at 25–26. For a period of 18 months  
25 from that date—**or another 15 months from now**—Nationwide Settlement Class  
26 Members can submit a claim for reimbursement by Ocwen of \$60 for each BPO fee and

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms not defined herein have the same definitions and meanings used in  
the Settlement Agreement.

1 \$70 for *each* Hybrids fee that they paid during the class period, and California  
2 Settlement Sub-Class Members who continue to have loans serviced by Ocwen and to  
3 whom charges for one or more BPOs or Hybrids were assessed to their mortgage  
4 accounts, but not paid, can seek a fee reversal of \$60 for *each* BPO fee and \$70 for  
5 *each* Hybrids fee assessed.

6 In short, the settlement is an outstanding result for the Settlement Class Members  
7 because it provides them with full or nearly full compensation for their alleged economic  
8 losses. Indeed, the Settlement exemplifies how the class action mechanism can provide  
9 a meaningful recovery to hundreds of thousands of injured Settlement Class Members.  
10 And Settlement Class Members resoundingly agree. ***With still over a year to go in the***  
11 ***claims period***, Class Members' reaction to the Settlement has been overwhelmingly  
12 positive. To date, only ***two*** Settlement Class Members, out of over 330,000, opted-out of  
13 the Settlement, and ***no Settlement Class Member has objected***.

14 And only two months into the claims period, over 9,750 Settlement Class  
15 Members have submitted claims for settlement benefits. The preliminary claims rate of  
16 approximately 3% – after only two months of class notice – already approaches the  
17 median national class action claims rate<sup>2</sup> for consumer class action settlements, and is  
18 exceptional under the unique circumstances here.

19 Notably, during the lengthy period this case was litigated, a large percentage of  
20 Settlement Class Members severed their relationships with Ocwen due to foreclosures  
21 and other loan default-related events, as well as loan refinancings due to periods of  
22 lower interest rates. Because Ocwen no longer has the ability to send settlement checks  
23 directly to these Settlement Class Members, Class Counsel negotiated a settlement  
24 structure that allows class members a lengthy opportunity — ***a full 18 months from***  
25 ***preliminary approval*** — to come forward and make claims for reimbursement of the

26 <sup>2</sup> Federal Trade Commission Staff Report, Consumers and Class Actions: A  
27 Retrospective and Analysis of Settlement Campaigns (Sep. 2019), at 11, 21, available at  
28 [https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class\\_action\\_fairness\\_report\\_0.pdf](https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf) (FTC's comprehensive study of class actions, identifying the mean claims rate of 5%).

1 valuation fees at issue here.

2 Accordingly, given the excellent result thus far and the overwhelmingly positive  
3 reaction of the Settlement Class, Plaintiff respectfully requests that the Court grant final  
4 approval of the Settlement.

5 **II. BACKGROUND**

6 The Court is familiar with the history of this litigation, much of which is detailed in  
7 Plaintiff's motion for preliminary approval and supporting declaration. See ECF 244 at 4-  
8 7 (motion); 244-1 at ¶¶ 9–10 (Tellis Preliminary Approval Decl.); see also Preliminary  
9 Approval Order, ECF No. 249 at 2–3. Plaintiff incorporates that brief and declaration by  
10 reference and provides the following summary of key points.

11 Under Rule 23(e) of the Federal Rules of Civil Procedure, class actions “may be  
12 settled, voluntarily dismissed, or compromised only with the court’s approval.” As a  
13 matter of “express public policy,” federal courts favor and encourage settlements,  
14 particularly in class actions, where the costs, delays, and risks of continued litigation  
15 might otherwise overwhelm any potential benefit the class could hope to obtain. See  
16 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the “strong  
17 judicial policy that favors settlements, particularly where complex class action litigation is  
18 concerned”); *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008) (same);  
19 *Kabasele v. Ulta Salon, Cosms. & Fragrance, Inc.*, No. 2:21-CV-1639 WBS KJN, 2024  
20 WL 477221, at \*1 (E.D. Cal. Feb. 7, 2024) (same; see also 4 HERBERT B. NEWBERG &  
21 ALBA CONTE, *NEWBERG ON CLASS ACTIONS* § 11:41 (4th ed. 2002) (same, collecting  
22 cases).

23 The *MANUAL FOR COMPLEX LITIGATION (FOURTH)* (2004) describes the three-step  
24 procedure for approval of class action settlements: (1) preliminary approval of the  
25 proposed settlement; (2) dissemination of the notice of the settlement to Class Members,  
26 providing for, among other things, a period for potential objectors and dissenters to raise  
27 challenges to the settlement’s reasonableness; and (3) a formal fairness and final  
28 settlement approval hearing. *Id.* at § 21.63.

1 The Court completed the first step in the settlement process when it granted  
2 preliminary approval of the settlement. Thereafter, Class Counsel completed the second  
3 step by implementing the Notice Program pursuant to the terms of the settlement and  
4 the Court's Preliminary Approval Order. Plaintiff and Class Counsel now request that the  
5 Court take the third and final step—holding a formal fairness hearing, granting final  
6 approval of the settlement, and entering a Final Judgment.

7 **A. The Settlement Provides Substantial Compensation to Settlement**  
8 **Class Members.**

9 Rule 23 governs a District Court's analysis of the fairness of a settlement of a  
10 class action. See Fed. R. Civ. P. 23(e). To approve a class action settlement, the Court  
11 must find the settlement is "fundamentally fair, adequate and reasonable." *In re Rambus*  
12 *Inc. Derivative Litig.*, No. C-06-3515–JF, 2009 WL 166689, at \*2 (N.D. Cal. Jan. 20,  
13 2009) (citing Fed. R. Civ. P. 23(e)); see also *Mego Financial Corp. Sec. Litig.*, 213 F.3d  
14 454, 459 (9th Cir. 2000); *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 625  
15 (9th Cir. 1982)).

16 "Although Rule 23 imposes strict procedural requirements on the approval of a  
17 class settlement, a district court's only role in reviewing the substance of that settlement  
18 is to ensure that it is 'fair, adequate, and free from collusion.'" *Lane v. Facebook, Inc.*,  
19 696 F.3d 811, 819 (9th Cir. 2012), *cert. denied*, 134 S. Ct. 8 (2013) (*quoting Hanlon v.*  
20 *Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). Where, as here, Class Counsel is  
21 experienced and supports the Settlement, and the agreement was reached after arm's-  
22 length negotiations, courts should give a presumption of fairness to the settlement.  
23 *Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009 WL 1854965, at \*6 (N.D. Cal. June  
24 29, 2009); *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff'd*, 661  
25 F.2d 939 (9th Cir. 1981). Additionally, "[i]t is the settlement taken as a whole, rather than  
26 the individual component parts, that must be examined for overall fairness." *Staton v.*  
27 *Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003).

28 The Court must also consider the relief or remedy offered in the Settlement in

1 granting final approval. “[T]he very essence of a settlement is compromise, a yielding of  
2 absolutes and an abandoning of highest hopes.” *Turner v. Motel 6 Operating L.P.*, No.  
3 CV 17-2544 PSG (SSx), 2018 WL 6977474, at \*3 (C.D. Cal. Nov. 6, 2018) (quoting  
4 *Officers for Justice*, 688 F.2d at 624.) “The Ninth Circuit has explained that, ‘the  
5 proposed settlement is not to be judged against a hypothetical or speculative measure of  
6 what might have been achieved by the negotiators.’” *Id.* (quoting *Officers for Justice*, 688  
7 F.2d at 625.) “Rather, any analysis of a fair settlement amount must account for the risks  
8 of further litigation and trial, as well as expenses and delays associated with continued  
9 litigation.” *Id.*

10 Here, the Settlement provides substantial and valuable benefits to the Settlement  
11 Class. This includes a claims process in which Ocwen will pay unlimited claims for  
12 reimbursement to Settlement Class Members with valid claims for BPO and Hybrid fees  
13 assessed and paid, without any cap on the total amount paid to each Settlement Class  
14 Member. This ensures that the Settlement Class Members who make claims will be  
15 fairly—and often fully—compensated for *all* their alleged overcharges.

16 Specifically, (1) Nationwide Settlement Class Members can seek reimbursement  
17 of \$60 for *each* BPO fee paid and \$70 for *each* Hybrid fee paid during the class period  
18 and (2) California Settlement Sub-Class Members who continue to have loans serviced  
19 by Ocwen can seek a reversal of \$60 of *each* unpaid BPO fee and \$70 for *each* unpaid  
20 Hybrid fee that was assessed by Ocwen during the class period. Importantly, the  
21 average alleged mark-up of the BPO and Hybrid fees at issue in the case are \$56 and  
22 \$66 respectively, so class members are receiving a reimbursement amount which  
23 **exceeds** the average amount of the alleged fee mark-up. See ECF No. 248 at 1. In total,  
24 the Settlement makes \$53,826,220 available to the 330,377 Settlement Class Members.

25 Additionally, the Settlement requires Ocwen to change its business practices and  
26 modify its disclosures to borrowers to identify the “reconciliation” service included in the  
27 vendors’ BPO and Hybrid products. *Id.* at 1–2. Thus, going forward, borrowers will be  
28 fully apprised of the nature and scope of the BPO and Hybrid Valuation fees.

1           **B. The Case Was Complex, Risky, and Zealously Litigated for Almost Ten**  
2           **Years.**

3           The valuable settlement compensation for the Settlement Class was not easily  
4           obtained, as evidenced in part by the nearly ten years of hard-fought litigation it took to  
5           reach this result. Those years brought significant challenges and a commensurate  
6           amount of work to meet them.

7           As summarized below, during the pendency of this case, Class Counsel  
8           undertook significant efforts to litigate this case on behalf of Settlement Class Members,  
9           including, but not limited to: (1) surviving numerous pleading challenges to Plaintiff's  
10          complaint; (2) serving and pursuing numerous discovery requests; (3) filing multiple  
11          discovery motions; (4) obtaining and reviewing over 1.5 million pages of documents; (5)  
12          pursuing and obtaining third-party discovery, including the production of thousands of  
13          documents from Altisource; (6) taking and defending 27 depositions; (7) retaining  
14          multiple experts to help prove Plaintiffs' RICO enterprise and to analyze Ocwen's  
15          complex loan data and proffer a classwide damage model; (8) filing and prevailing on  
16          Plaintiff's Motion for Class Certification; (9) successfully opposing in part Ocwen's Motion  
17          for Summary Judgment; (10) opposing Ocwen's Motion to Decertify the Class and  
18          ultimately reversing the Court's order granting the decertification via a motion for  
19          reconsideration; and (11) preparing the case for trial. See, e.g., Declaration of Roland  
20          Tellis ("Tellis Decl."), filed concurrently herewith, ¶¶ 4-22.

21                 **1. Plaintiff alleges that Ocwen charged borrowers for unlawfully**  
22                 **marked-up property valuation services.**

23           In November of 2014, Plaintiff filed this class action on behalf of himself and  
24           hundreds of thousands of similarly situated borrowers, alleging Ocwen, then the nation's  
25           largest loan servicer, misled residential homeowners into believing they were simply  
26           *reimbursing* Ocwen for the amounts it paid to vendors for certain property valuations  
27           known as BPOs and Hybrids—when, in fact, such charges included hidden mark-ups.  
28           ECF No. 1. Thus, Plaintiff alleged the fees charged to—and in many cases paid by—  
          borrowers for the property valuations at issue were neither a fair market price, nor

1 consistent with industry standards.

2 In addition, Plaintiff alleged that by way of a 2009 transaction, in which Ocwen's  
3 in-house loan servicer, Ocwen Solutions, was spun off into a supposed third-party loan  
4 servicer named Altisource, Ocwen concealed from borrowers that their property  
5 valuation charges were secretly bundled with additional fees for unnecessary and  
6 undisclosed "reconciliations" of their property valuation, which were neither authorized by  
7 the Uniform Deed of Trust, nor offered by any other vendor, and only served to line the  
8 pockets of Ocwen's executives who also owned shares in Altisource.

9 Plaintiff's complaint alleged violations of: (1) California's Unfair Competition Law,  
10 Cal. Bus. & Prof. Code §§ 17200–17210; (2) the Racketeer Influenced and Corrupt  
11 Organizations Act, 18 U.S.C. §§ 1962(c) and (d); and (3) the Rosenthal Fair Debt  
12 Collection Practices Act, Cal. Civ. Code §§ 1788–1788.33, and various state law claims.  
13 See ECF No. 1.

14 **2. Plaintiff's allegations survived numerous legal challenges.**

15 Ocwen responded to Plaintiff's Complaint with a motion to dismiss, which Plaintiff  
16 successfully opposed. See ECF No. 16 (July 29, 2015 Order denying motion to dismiss).  
17 Shortly thereafter, Ocwen filed a motion to stay the litigation pending the outcome of an  
18 appeal in another case in which Ocwen was a defendant, which Plaintiff also  
19 successfully opposed. See ECF No. 31 (March 11, 2016 Order denying motion to stay).

20 The parties then began in discovery process, which was highly contentious  
21 throughout the proceedings and involved extensive meet and confer efforts and motion  
22 practice. Indeed, Plaintiff moved aggressively to develop a factual and evidentiary record  
23 sufficient to certify the class, filing two motions to compel responses to his written  
24 discovery requests within approximately three months of discovery opening. See ECF  
25 Nos. 40, 43.

26 On September 7, 2016, while those motions were pending, Ocwen filed a motion  
27 pursuant to 28 U.S.C. § 1292(b) to certify for interlocutory review the question of whether  
28 the Court's order denying Ocwen's motion to dismiss and the dismissal order in a

1 separate case against Ocwen created an intra-circuit split of authority. ECF No. 48.

2 Plaintiff opposed that motion, ECF No. 52, and the Court denied it on June 28,  
3 2017. ECF No. 100. In the interim, the parties continued to litigate discovery disputes  
4 before the magistrate judge. See ECF Nos. 61, 65, 73.

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

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

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

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

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

1 2010 through the present.

2 *Id.* at 13–14.

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

8 After the Court certified the class, Plaintiff continued to aggressively fight to obtain  
9 necessary discovery from Ocwen, filing additional motions to compel on January 8, May  
10 3, July 20, and August 17, 2018. See ECF Nos. 106, 130, 144, 146. Plaintiff also sought  
11 and obtained leave to disseminate class notice to the certified classes. ECF No. 160.

12 By June 2019, discovery had involved **at least 14 fact depositions, 439 written**  
13 **discovery requests propounded on Ocwen, 12 expert reports, and 11 expert**  
14 **depositions.**

15 On June 28, 2019, Ocwen moved for summary judgment, arguing that Plaintiff’s  
16 classwide evidence was insufficient as a matter of law to prove that each class member  
17 paid, or will pay, the valuation fees assessed on their loans. ECF No. 164. Plaintiff  
18 opposed that motion with the support of three expert witness reports. ECF No. 175.  
19 Citing Plaintiff’s expert report, the Court rejected Ocwen’s argument that Plaintiff’s  
20 classwide evidence was insufficient as a matter of law to prove that each class member  
21 paid, or will pay, the valuation fees assessed on their loans. ECF No. 181 at 17–18  
22 (whether fees were paid “still presents a factual dispute.”).

23 Approximately a month later, the parties filed a joint notice of trial readiness and  
24 began preparing in earnest for trial. ECF No. 183. However, on September 20, 2021,  
25 with a trial date of March 7, 2022, quickly approaching, Ocwen moved to decertify the  
26 class, arguing that that the Supreme Court’s decision in *TransUnion LLC v. Ramirez*, 141  
27 S. Ct. 2190, 210 L. Ed. 2d 568 (2021), issued three months earlier, mandated  
28 decertification. ECF No. 194. The Court agreed and decertified the class on August 3,

1 2022. Although the Court acknowledged that Judge England previously found Rule 23’s  
2 predominance requirement satisfied (ECF No. 219 at 6–8, 10–11), the Court stated that  
3 “the crux of the inquiry in the instant matter is whether the Supreme Court’s decision in  
4 *TransUnion* changes Judge England’s finding of predominance.” *Id.* at 9. The Court  
5 concluded that it did. *Id.* at 9–12.

6 On August 17, 2022, Plaintiff filed a motion for reconsideration of the Court’s  
7 August 3, 2022, decertification order, arguing that the order was based on Ocwen’s  
8 erroneous interpretation of *TransUnion*. ECF No. 220. Plaintiff also filed a motion for  
9 permission to appeal decertification ruling to the Ninth Circuit Court of Appeals pursuant  
10 Rule 23(f). *See, e.g.*, ECF No. 226.

11 On February 28, 2023, this Court agreed, granting Plaintiff’s motion, and vacating  
12 its earlier decertification order. ECF No. 227.

13 On May 18, 2023, this Court reset this case for trial on November 27, 2023.  
14 Shortly before trial, on October 5, 2023, the Court denied, in part, Plaintiff’s motion to  
15 compel Ocwen’s corporate witness who are outside the subpoena power of the Court to  
16 provide live testimony at trial, which could have adversely affected Plaintiff’s presentation  
17 of his case at trial. ECF 236.

18 On October 11, 2023, days before the pretrial conference and while the parties  
19 were preparing for trial, they reached the Settlement that is now before the Court. ECF  
20 No. 238.

21 As detailed above, Class Counsel fought hard to protect the interests of  
22 Settlement Class Members. As the outcome reflects, Class Counsel showed dedication  
23 to investigating, prosecuting, and resolving this action over the course of nearly ten  
24 years.

### 25 **III. ARGUMENT**

#### 26 **A. The Settlement Satisfies Rule 23(e) and Should Be Approved.**

27 A “district court’s task in reviewing a settlement is to make sure it is ‘not the  
28 product of fraud or overreaching by, or collusion between, the negotiating parties, and

1 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”  
2 *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, 895 F.3d  
3 597, 617 (9th Cir. 2018) (quoting *Officers for Justice*, 688 F.2d at 625). “[T]he Court’s  
4 inquiry into whether a proposed settlement is fair, adequate, and reasonable is relatively  
5 less probing” where, as here, the parties settle *after* the classes are certified by the  
6 Court. *Edwards v. Nat’l Milk Producers Fed’n*, No. 11-CV-04766-JSW, 2017 WL  
7 3623734, at \*5 (N.D. Cal. June 26, 2017), *aff’d sub nom. Edwards v. Andrews*, 846 F.  
8 App’x 538 (9th Cir. 2021).

9 The Settlement detailed above provides significant, comprehensive benefits to the  
10 Settlement Class. Recognizing this excellent result, the Court found that “there is no  
11 indication that the agreement was produced by fraud, collusion, overreaching, or other  
12 bad-faith actions,” ECF No. 249 at 24, and all the factors set forth in Fed. R. Civ. P.  
13 23(e)(2) weigh in favor Settlement approval. See *id.* at 14–21. That remains true and  
14 supports final approval of the Settlement.

15 1. **Rule 23(e)(2)(A): Class Counsel and the Settlement Class**  
16 **Representative have zealously represented the Settlement**  
17 **Class.**

18 Plaintiff and Class Counsel fought hard to protect the interests of the certified  
19 Class, and these efforts resulted in the excellent Settlement before the Court. The  
20 outcome reflects Class Counsel’s dedication to the case by diligently investigating,  
21 prosecuting, and resolving this action over the course of nearly ten years. See Fed. R.  
22 Civ. P. 23(e)(2)(A).

23 As detailed above, Class Counsel exerted significant effort to uncover the facts to  
24 advance and refine the Class claims. This includes the pursuit and review of over 1.5  
25 million pages of documents and other discovery from Ocwen and third-party Altisource,  
26 coupled with and the retention of multiple experts to evaluate the evidence and Plaintiff’s  
27 own investigative efforts. See Tellis Decl. at ¶ 22.

28 Class Counsel also engaged in motion practice regarding nearly every aspect of  
the case, including researching, drafting, and filing: (a) an opposition to Ocwen’s motion

1 to dismiss; (b) an opposition to Ocwen’s permission for an interlocutory appeal; (c) a  
2 motion to certify the class; (d) an opposition to Ocwen’s Rule 23(f) petition to the Ninth  
3 Circuit; (e) an opposition to Ocwen’s motion for summary judgment; (f) an opposition to  
4 Ocwen’s motion to decertify; (g) a motion to reconsider the decertification order; (h) a  
5 Rule 23(f) petition challenging the decertification order; and (i) numerous briefs in  
6 connection with motions to compel. Class Counsel also engaged in extensive trial  
7 preparation, as the case settled on the eve of trial. See Tellis Decl. at ¶¶ 7–20.  
8 Accordingly, Class Counsel were well-positioned to evaluate the case and to negotiate a  
9 fair and reasonable Settlement. See *Ontiveros v. Zamora*, 303 F.R.D. 356, 371 (E.D. Cal.  
10 2014) (“A settlement that occurs in an advanced stage of the proceedings indicates the  
11 parties carefully investigated the claims before reaching a resolution” (citation omitted)).  
12 They have done so.

13 Plaintiff was likewise actively engaged from start to finish. He has seen this  
14 litigation through for over a decade. He supports the agreement on behalf of the Class  
15 and remains willing to protect the Class until the Court finally approves the Settlement  
16 and Settlement administration is complete. Tellis Decl. at ¶¶ 56–57.

17 The Court has now twice found that Plaintiff and Class Counsel have adequately  
18 represented the Settlement Class, both at the class certification stage and in granting  
19 preliminary approval of the Settlement. See ECF No. 249 at 15–16. The Court also  
20 accurately concluded that Class Counsel will continue to vigorously represent the  
21 Settlement Class until the duration of the Settlement. *Id.* at 16.

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

24 The proposed Settlement arises out of serious, informed, and non-collusive  
25 negotiations, and satisfies Fed. R. Civ. P. 23(e)(2)(B). Prior to settlement, the parties  
26 engaged in two mediation sessions—one in 2018 with Hon. Dickran Tevrizian of JAMS,  
27 which was unsuccessful but helped clarify the parties’ positions on what a settlement  
28 might ultimately look like, and one in 2023 with professional mediator Robert Fairbank,

1 Esq. of Fairbank ADR that put the parties on the path toward the Settlement. See ECF  
2 No. 244 at 6–7; Tellis Decl. at ¶¶ 24–25. As the Court observed in granting preliminary  
3 approval, “[i]n light of these mediations that were separated by years of continued  
4 discovery and motion practice, the Court, at this stage, finds that the Settlement  
5 Agreement was the product of arm’s length negotiations and is fair.” ECF No. 249 at 16.

6 Further demonstrating the non-collusive nature of the negotiations, the Settlement  
7 was reached on the eve of trial, after the class was certified, summary judgment was  
8 denied, and the close of extensive fact and expert discovery, so the parties were as  
9 informed of the strengths and weaknesses of their positions as possible during  
10 negotiations. See ECF No. 249 (“Considering this case has taken nearly a decade to  
11 reach this point, the Court may fairly presume that the parties know the value and merits  
12 of the case.”); see also *Rojas v. Zaninovich*, No. 1:09-CV-0705-AWI-JLT, 2015 WL  
13 3657172, at \*15 (E.D. Cal. June 11, 2015), *report and recommendation adopted*, No.  
14 109CV00705AWIJLT, 2015 WL 13662178 (E.D. Cal. Oct. 2, 2015) (granting final  
15 approval after recognizing that “the Settlement was reached after nearly exhaustive  
16 discovery, certification of two classes, and six years of considerable motion practice” and  
17 was therefore non-collusive) (cleaned up); *California Dep’t of Toxic Substances Control*  
18 *v. Jim Dobbas, Inc.*, No. CIV. 2:14-595 WBS, 2015 WL 5026925, at \*3 (E.D. Cal. Aug.  
19 25, 2015) (“The arms’-length character of their negotiations is reinforced by the fact that  
20 the parties reached settlement after [the defendant] moved for summary judgment and  
21 put forth substantial evidence in its defense. [The Plaintiff] vigorously opposed the  
22 motion with its own evidence, suggesting that both parties had the opportunity to  
23 showcase the strengths of their position before settlement was reached.”); *Ontiveros*,  
24 303 F.R.D. at 371; accord William B. Rubenstein et al., 4 NEWBERG AND RUBENSTEIN ON  
25 CLASS ACTIONS § 13:49 (5th ed. 2012) (extensive exchange of information shows “the  
26 parties have a good understanding of the strengths and weaknesses of their respective  
27 cases and hence that the settlement’s value is based upon such adequate information”).  
28

1 In sum, the Settlement was reached in a procedurally fair manner between well-informed  
2 parties.

3 Finally, the uncapped Settlement benefits will not be influenced by any award of  
4 attorney's fees and exceeds the average amount that Ocwen allegedly overcharged  
5 Settlement Class Members, also confirming a lack of collusion.

6 **3. Rule 23(e)(2)(C): The Settlement represents a fair compromise**  
7 **for substantial compensation.**

8 Avoiding the risk of trial and appeal in exchange for immediate and substantial  
9 benefits is a principled compromise that works to the clear benefit of the Settlement  
10 Class. See Fed. R. Civ. P. 23(e)(2)(C). In short, the Settlement provides the Settlement  
11 Class significant value now, not years from now (if ever). See *In re Toys "R" Us-*  
12 *Delaware, Inc.—Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438,  
13 453 (C.D. Cal. 2014) ("Estimates of a fair settlement figure are tempered by factors such  
14 as the risk of losing at trial, the expense of litigating the case, and the expected delay in  
15 recovery (often measured in years))."

16 As detailed below, the settlement reflects a fair, reasonable, and adequate  
17 compromise of Plaintiff's claims, especially considering (i) the costs, risks, and delay of  
18 trial and appeal, (ii) the effectiveness of the proposed distribution plan, and (iii) the terms  
19 of any proposed award of attorney's fees, including timing of payment. See Fed. R. Civ.  
20 P. 23(e)(2)(C). This Court found the same in its Preliminary Approval Order. ECF No. 249  
21 at 14–21.

22 **a. The Settlement mitigates the risks, expenses, and delays**  
23 **the Class would bear with continued litigation.**

24 Plaintiff is confident in the strength of his case and was not only prepared but in  
25 active preparation to take it all the way to a costly and heavily contested trial involving  
26 RICO claims, which are "are notoriously difficult claims to prove." ECF No. 249 at 17;  
27 see *also* Tellis Decl. at ¶ 52 ("Had we not reached this settlement, we would have  
28 vigorously prosecuted the case through trial and were actively prepared to do so.").  
Because many hurdles lay ahead, the Settlement benefits described above are

1 impressive given the inherent uncertainties of continued litigation.

2 Had the parties not reached the Settlement, Ocwen intended to file a Rule 23(f)  
3 petition to the Ninth Circuit challenging the Court's order vacating its order decertifying  
4 the class. If Ocwen would have prevailed on that petition and subsequent appeal, it  
5 would have been catastrophic to the case. Even if the Ninth Circuit denied the petition,  
6 there is a significant chance that the trial would have been delayed pending the Ninth  
7 Circuit's decision.

8 While Plaintiff believes that he would prevail at trial, Ocwen raised numerous  
9 substantive issues and defenses that present risks to the case, including an intricate  
10 multi-party fraud under RICO. The Court recognized that "[g]oing to trial to prove a RICO  
11 conspiracy is no easy task, and this case involved complex processes regarding  
12 property valuations, which would also be confusing to explain to a jury." *Id.* at 22–23. The  
13 Court's observations are particularly astute in light of the tangled web of corporate  
14 relationships that existed here, the need to parse out the roles of the members of the  
15 RICO "enterprise," and the confusing nature of the parties' roles in ordering and  
16 preparing the BPO and Hybrid property valuations at issue here. Additionally, to debunk  
17 Ocwen's claim that Plaintiff did not pay any of the BPO and Hybrid fees at issue, Class  
18 Counsel was faced with the daunting task of tracking and explaining to the jury, through  
19 a financial accounting expert, a myriad of alpha-numeric labeled transactions in Ocwen's  
20 digital loan database that are neither intuitive nor easy to understand. Finally, the  
21 computation of damages in this case, *i.e.* whether Settlement Class Members were  
22 entitled to the full amount of the property valuations assessed or just the amount of the  
23 fee mark-up, was hotly contested and an open issue at trial.

24 Plaintiff would also be required "to show that each class member has suffered an  
25 injury-in-fact based on evidence adduced at trial," *id.* at 23, an issue that has received  
26 heightened scrutiny in the wake of the Supreme Court's ruling in *TransUnion*.

27 Moreover, shortly before trial, the Court dealt a significant blow to Plaintiff's trial  
28 strategy by denying Plaintiff's motion to compel Ocwen's corporate witness who are

1 outside the subpoena power of the Court to provide live testimony at trial. ECF 236.

2 If Plaintiff prevailed at trial, he would have to re-litigate all of these issues in  
3 subsequent appeal(s), which are a virtual certainty given Ocwen's demonstrated  
4 eagerness *in this case* to seek relief from adverse orders in the Ninth Circuit.

5 Avoiding years of additional, costly, and risky litigation in exchange for the  
6 immediate and significant Settlement benefits is a principled compromise to the clear  
7 benefit of the Settlement Class. The Settlement eliminates all potential future risk, cuts  
8 through payment delay, and provides the Settlement Class with certain and timely  
9 compensation, all of which "favors approving the Settlement Agreement." ECF No. 249  
10 at 22; *see also Nobles*, 2009 WL 1854965, at \*2 ("The risks and certainty of recovery in  
11 continued litigation are factors for the Court to balance in determining whether the  
12 Settlement is fair.") (citing *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 458 ); *Kim v.*  
13 *Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at \*5 (N.D. Cal. Nov. 28,  
14 2012) ("The substantial and immediate relief provided to the Class under the Settlement  
15 weighs heavily in favor of its approval compared to the inherent risk of continued  
16 litigation, trial, and appeal, as well as the financial wherewithal of the defendant."); *In re*  
17 *Toys "R" US*, 295 F.R.D. at 453 (similar); Fed. R. Civ. P. 23(e)(2)(C)(i).

18 **b. Settlement Class Members can obtain relief through a**  
19 **streamlined and flexible claims process.**

20 As explained in Plaintiff's motion for preliminary approval, the parties were  
21 exacting and intentional in their efforts to ensure that the claims process, overseen by  
22 the Notice and Settlement Administrator, was simple, straightforward and efficient. See  
23 ECF 244 at 14–15. The Court reviewed the claims process in the proposed Notice  
24 Program and concluded that "the proposed method of relief will likely be effective." ECF  
25 No. 248 at 18. It has been.

26 Settlement Class Members have submitted and continue to submit claims for  
27 Settlement benefits using the same, streamlined Claim Form that has been and  
28 continues to be available to them, and claim submission is available either online

1 through the Settlement website or in hard copy. See Declaration of Ryan Bahry  
2 Regarding Settlement Notice Program Implementation (“Bahry Decl.”), ¶ 20. Importantly,  
3 Settlement Class Members need not meet a high burden to show eligibility for  
4 reimbursement or credit. The Settlement requires only that Class Members provide basic  
5 identifying information during the relevant claim period, and state (via checking a box)  
6 whether they paid for—or were assessed—BPO and/or Hybrid Valuation fees during the  
7 Class Period. See ECF No. 244-2, Ex. G at 1–3.

8 The Settlement’s method for processing claims and distributing relief is  
9 straightforward, fair, and reasonable, and was effective in distributing relief to the Class,  
10 supporting final approval. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

11 **c. Class Counsel seeks reasonable attorneys’ fees and**  
12 **costs.**

13 Class Counsel’s reasonable fee request is detailed in a concurrently filed  
14 memorandum; however, in this context it is worth noting that that the terms of proposed  
15 award of attorneys’ fees are fair and reasonable, particularly in light of the substantial,  
16 non-reversionary recovery for the Settlement Class and the fact that Class Counsel’s  
17 requested attorneys’ fees are based solely on their lodestar incurred in this decade-old,  
18 heavily litigated case, without enhancement, and are requested pursuant to the fee-  
19 shifting provisions of Plaintiff’s certified RICO and UCL claims. See Fed. R. Civ. P.  
20 23(e)(2)(C)(iii).

21 **4. Rule 23(e)(2)(D): The Proposed Settlement treats all Settlement**  
22 **Class Members equitably relative to one another.**

23 In its order granting Preliminary Approval of the Settlement, the Court observed  
24 that “Settlement Agreement does not treat the classes differently.” ECF No. 249 at 21.  
25 This is because the Settlement provides “immediate” benefits reasonably proportional to  
26 the economic harm Ocwen allegedly inflicted on each Settlement Class Member by  
27 distributing benefits based on whether they were overcharged for a BPO or Hybrid  
28 valuation. See ECF No. 249 at 17 (“Considering that the National Settlement Class  
would include any members not in the California Settlement Sub-Class, that means that

1 both classes may easily be identified through Ocwen’s loan database.”). These objective  
2 criteria ensure that the Settlement treats Settlement Class Members equitably relative to  
3 one another. See Fed. R. Civ. P. 23(e)(2)(D).

4 **5. The Settlement satisfies the Ninth Circuit’s approval factors.**

5 The Ninth Circuit has identified a number of additional factors for courts to  
6 consider when evaluating a class action settlement. See *In re Bluetooth Headset Prods.*  
7 *Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (factors are (1) the strength of the plaintiffs’  
8 case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk  
9 of maintaining class action status throughout the trial; (4) the amount offered in  
10 settlement; (5) the extent of discovery completed and the stage of the proceedings;  
11 (6) the experience and views of counsel; (7) the presence of a governmental participant;  
12 and (8) the reaction of the class members of the proposed settlement). Most of these  
13 (factors 1-5) overlap with the Rule 23(e)(2)(C) factors and are addressed above. The  
14 remaining relevant factors (6 and 8), addressed below, favor final approval as well.

15 **a. Class Counsel Endorse the Settlement.**

16 The Court is to “accord great weight to the recommendation of counsel because  
17 they are aware of the facts of the litigation and in a better position than the court to  
18 produce a settlement that fairly reflects the parties’ expected outcome in the  
19 litigation.” *Rodriguez v. Danell Custom Harvesting, LLC.*, 327 F.R.D. 375, 388-89 (E.D.  
20 Cal. 2018); see also *Ontiveros*, 303 F.R.D. at 371; *In re Volkswagen “Clean Diesel”*  
21 *Mktg., Sales Practices, & Prods. Liab. Litig.* No. MDL 2672 CRB (JSC), 2016 WL  
22 6248426, at \*14 (N.D. Cal. Oct. 25, 2016) (“Courts afford ‘great weight to the  
23 recommendation of counsel, who are most closely acquainted with the facts of the  
24 underlying litigation.’”) (quoting *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221  
25 F.R.D. 523, 528 (C.D. Cal. 2004)).

26 “Parties represented by competent counsel are better positioned than courts to  
27 produce a settlement that fairly reflects each party’s expected outcome in litigation.” *In re*  
28 *Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); see also *Brulee v. DAL Global*

1 Services, LLC, No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at \*6 (C.D. Cal. Dec. 13,  
 2 2018) (same). Where “[b]oth Parties are represented by experienced counsel,’ the  
 3 recommendation of experienced counsel to adopt the terms of the proposed settlement  
 4 ‘is entitled to great deal of weight.’” *Beaver v. Tarsadia Hotels*, No. 11-cv-01842-GPC-  
 5 KSC, 2017 WL 4310707, at \*6 (S.D. Cal. Sept. 28, 2017) (citation omitted). “In particular,  
 6 ‘[t]he recommendations of plaintiffs’ counsel should be given a presumption of  
 7 reasonableness.” *Id.* (citation omitted).

8 Based on their own significant experience in complex class action cases, and  
 9 their work in this case day in and day out for almost ten years, Class Counsel are  
 10 confident in the result obtained for the Settlement Class here and the process used to  
 11 reach it, and strongly recommend its approval. Tellis Decl. at ¶¶ 30–40. This strongly  
 12 weighs in favor of Settlement approval. *See, e.g., In re Volkswagen “Clean Diesel”*  
 13 *Mktg., Sales Practices, & Prods. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2019 WL  
 14 2077847, at \*1 (N.D. Cal. May 10, 2019) (granting final settlement approval where “Lead  
 15 Counsel ha[d] . . . a successful track record of representing [plaintiffs] in cases of this  
 16 kind . . . [and] attest[ed] that both sides engaged in a series of intensive, arm’s-length  
 17 negotiations” and there was “no reason to doubt the veracity of Lead Counsel’s  
 18 representations”). Accordingly, this Court should confirm its earlier finding that the views  
 19 of counsel favors final approval of the Settlement. ECF No. 249 at 24.

20 **b. The Notice Program is proving a success, and the**  
 21 **Settlement Class’s initial response has been positive.**

22 Following preliminary approval, the parties worked with respected class notice  
 23 provider JND Legal Administration to roll out the Court-approved Notice Program with  
 24 great and ongoing success. JND reports that the Notice Program reached **97.7%** of  
 25 Settlement Class Members, which far surpasses the 70-95% reach standard set forth by  
 26 the FJC, exceeding that of other court approved programs.<sup>3</sup> *See* Bahry Decl. at ¶¶ 30–

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

1 31.

2 JND has emailed direct Postcard Notices to 330,505 Settlement Class Member  
3 addresses, 29,852 of which were returned to JND as undeliverable. *Id.* at ¶ 10. JND  
4 forwarded 1,475 Postcard Notices to updated addresses provided by the USPS, and,  
5 after conducted advanced address research for the remaining undeliverable Postcard  
6 Notices, re-mailed Postcard Notices to 14,378 Settlement Class Members. *Id.* JND also  
7 sent 250,963 E-mail Notices to Settlement Class Members for which they had valid  
8 records, of which 220,518 were delivered successfully. *Id.* at ¶ 11.

9 JND also engaged in a comprehensive digital and internet search campaign that  
10 achieved nearly 50 million impressions. Digital Notice was implemented through Google  
11 Display Network, which reaches over 90% of internet users. *Id.* at ¶ 13. The Digital  
12 Notice was specifically targeted to Settlement Class Members using known data, as well  
13 as California homeowners and those demonstrating interest in mortgages, Ocwen, and  
14 related interests. *Id.* at ¶ 14. This campaign delivered 41,538,123 impressions,  
15 1,738,123 **more** than what was originally planned. *Id.* at ¶ 13. JND also implemented an  
16 internet search campaign that applied a custom keyword list related to the Settlement  
17 and provided ads with links to the Settlement Website. *Id.* at ¶ 16. This resulted in  
18 another 6,608 impressions. *Id.*

19 JND also attempted to reach potential Settlement Class Members through  
20 traditional media, distributing a press release in English and Spanish that was picked up  
21 by media outlets 515 times and reached a potential audience of 110.4 million people. *Id.*  
22 at ¶ 18.

23 Finally, JND established a case-specific toll-free number, which received 3,111  
24 incoming calls. *Id.* at ¶ 22. JND also established a dedicated e-mail address to receive  
25 and respond to Settlement Class Member inquiries, which has received 1,130  
26 interactions so far. *Id.* at ¶ 21.

27 To date, **and with over 15 months still remaining in the claims period**, the  
28 Settlement Class has already demonstrated their support for the Settlement. Settlement

1 Class Members are visiting the Settlement Website at an impressive rate, with 159,033  
2 page views registered from 44,630 unique visitors so far. *Id.* at ¶ 20. Additionally, as of  
3 June 11, 2024, JND had received 9,762 Settlement Claims, the vast majority of which  
4 were submitted through the streamlined submission portal available on the Settlement  
5 Website. *Id.* ¶ 29. In contrast, with one month left before the objection and opt-out  
6 deadline, **JND has received only 2 exclusion requests and no Settlement Class**  
7 **Member has objected to the Settlement.** *Id.* at ¶¶ 25, 27.<sup>4</sup>

8 “[T]he fact that the overwhelming majority of the class willingly approved the offer  
9 and stayed in the class presents . . . positive commentary as to its fairness.” *Hanlon*, 150  
10 F.3d at 1027; *see also Foster v. Adams & Assocs., Inc.*, No. 18-CV-02723-JSC, 2022 WL  
11 425559, at \*6 (N.D. Cal. Feb. 11, 2022) (“Courts have repeatedly recognized that the  
12 absence of a large number of objections to a proposed class action settlement” is a  
13 factor suggesting “that the terms of a proposed class settlement action are favorable to  
14 the class members.”); *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 577 (9th Cir. 2004)  
15 (affirming approval of settlement with 45 objections and 500 opt-outs from class of  
16 90,000 members, roughly 0.6%).

17 Together, the significant claims rate and lack of opposition to the Settlement are  
18 very encouraging signs of the Class’s engagement that—coupled with the remaining  
19 time in the Claims Period and forthcoming Claims stimulations efforts to remind  
20 Settlement Class Members to file claims that is predicted to deliver **10 million** digital  
21 impressions—will yield substantial additional participation from the Settlement Class in  
22 the months to come. Bahry Decl. at ¶¶ 32–33.

23 Even though there will certainly be more claims submitted in the next 15 months  
24 and the final claims rate will be higher, the current claims rate of 3 % alone meets the  
25 national median rate and would be sufficient to warrant final approval. *See, e.g., In re*  
26 *Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944-45 (9th Cir. 2015) (affirming

27 \_\_\_\_\_  
28 <sup>4</sup> Plaintiff will provide the Court with an update on the Notice Plan and the reaction of the  
Settlement Class in his Reply Memoranda, which he will file in advance of the  
September 19, 2024, Fairness hearing. *See* ECF No. 251 at 12.

1 approval of settlement where 1,183,444 of 35 million class members—less than 3.4%—  
2 filed claims); *Moore v. Verizon Commc'ns Inc.*, No. C 09–1823 SBA, 2013 WL 4610764,  
3 at \*8 (N.D. Cal. Aug. 28, 2013) (granting final approval of class action settlement with 3%  
4 claims rate); *Evans v. Linden Rsch., Inc.*, No. C-11-01078 DMR, 2014 WL 1724891, at \*4  
5 (N.D. Cal. Apr. 29, 2014) (approving settlement where claims rate was 4.3%); *Touhey v.*  
6 *United States*, No. EDCV 08-01418-VAP (RCx), 2011 WL 3179036, at \*7-8 (C.D. Cal.  
7 July 25, 2011) (approving a settlement with a 2% claims rate); *Carlotti v. ASUS*  
8 *Computer Int'l*, No. 18-CV-03369-DMR, 2020 WL 3414653, at \*4 (N.D. Cal. June 22,  
9 2020) (“a claims rate of 4% is reasonable”); see also *Keil v. Lopez*, 862 F.3d 685, 696-97  
10 (8th Cir. 2017) (“a claim rate as low as 3 percent is hardly unusual in consumer class  
11 actions and does not suggest unfairness”).

12 As it stands, the positive response from the Settlement Class supports final  
13 approval.

14 **B. The Settlement Class Satisfies the Applicable Rule 23 Requirements**  
15 **and Should Be Certified.**

16 As explained above, before this case was settled, this Court certified a class that  
17 is virtually identical to the Settlement Class definitions. See ECF 102. Subsequently, at  
18 the preliminary approval phase, the Court recognized that “Plaintiff has twice litigated the  
19 issue of class certification and ultimately prevailed[,]” ECF No. 249 at 7, and concluded  
20 that the proposed Settlement Class met each of the requirements of Rule 23(a) and (b).  
21 See *id.* at 7–14; see also ECF No. 251 at ¶ 6; (“the Settlement Class . . . meets the  
22 requirements for class certification under Federal Rules of Civil Procedure 23(a) and  
23 23(b)(3)”).

24 Nothing has changed to alter this analysis, and for the reasons set forth in  
25 Plaintiff’s motion for preliminary approval, the Settlement Class should be finally certified  
26 for settlement purposes. See ECF No. 244 at 17–24.



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**CERTIFICATE OF SERVICE**

I hereby certify that on June 12, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record, including counsel for Defendants.

/s/ Roland Tellis

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7 Telephone: (818) 839-2333

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

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

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

15 Plaintiff,

16 vs.

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

19 Defendants.  
20  
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Case No.: 2:14-cv-02597-DJC-DB  
**CLASS ACTION**

**DECLARATION OF RYAN BAHRY  
REGARDING SETTLEMENT NOTICE  
PROGRAM IMPLEMENTATION**

Hon. Daniel J. Calabretta

1 I, RYAN BAHRY, declare and state as follows:

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

5 2. JND is serving as the Settlement Administrator<sup>1</sup> in the above-captioned litigation  
6 (“Action”), for the purposes of administering the Settlement Agreement, approved by the Court in its Order  
7 (1) Granting Preliminary Approval of Settlement Agreement and (2) Directing Notice to the Settlement  
8 Class, entered March 29, 2024 (“Order”).

9 3. I submit this Declaration at the request of the Parties in the Action to describe JND’s Class  
10 Notice efforts to date and our successful execution of the Notice Plan as detailed in the December 18, 2023  
11 Declaration of Gina Intrepido-Bowden Regarding Notice Program (“Notice Plan Declaration”) and  
12 approved by the Court in the Preliminary Approval Order. This Declaration is based on my personal  
13 knowledge and information provided to me by experienced JND employees and the Parties, and, if called  
14 on to do so, I could and would testify competently thereto.

15 **CAFA NOTICE**

16 4. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, JND  
17 compiled a CD-ROM containing the following documents:

- 18 a. Class Action Complaint, filed on November 5, 2014;
- 19 b. Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and  
20 Direction of Notice Under Fed. R. Civ. P. 23(e), filed on December 18, 2023;
- 21 c. Settlement Agreement, filed on December 18, 2023;
- 22 d. Copies of the proposed E-mail Notice, Postcard Notice, Long Form Notice, and  
23 Claim Form, filed on December 18, 2023;
- 24 e. [Proposed] Order (1) Granting Preliminary Approval of Settlement Agreement;  
25 and (2) Directing Notice to the Settlement Class, filed on December 18, 2023.
- 26

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement (“Settlement Agreement”).



1 were forwarded to updated addresses provided by the USPS. JND conducted advanced address research  
2 for the remaining undeliverable Postcard Notices and received updated address information for an  
3 additional 15,992 Settlement Class Members. JND promptly re-mailed Postcard Notices to these 15,992  
4 Settlement Class Members (of which 948 were returned to JND as undeliverable and nine (9) of the 948  
5 were forwarded to updated addresses provided by the USPS).

6 **E-MAIL NOTICE**

7 11. Pursuant to the terms of the Settlement Agreement, on April 26, 2024, JND e-mailed the  
8 customized, Court-approved e-mail notice (“E-mail Notice”) to each of the 250,963 e-mail addresses  
9 associated with Settlement Class Member records (invalid e-mail addresses were not included in the E-mail  
10 Notice campaign). Of the 250,963 E-mail Notices sent, a total of 220,518 E-mail Notices were delivered  
11 successfully.

12 12. Similar to the Postcard Notice, the E-mail Notice informed Settlement Class Members of  
13 their rights and options under the Settlement, including the deadlines to request exclusion, object, or file a  
14 claim for compensation, the definition of the Class, a summary of the Settlement benefits, the date and  
15 time of the Fairness Hearing, and how to find more detailed information about the Settlement. A  
16 representative sample of the E-mail Notice is attached hereto as **Exhibit C**.

17 **DIGITAL NOTICE**

18 13. JND caused a supplemental digital effort to launch with Google Display Network (“GDN”),  
19 a vast network that reaches over 90% of internet users. Digital advertisements appeared for 28 days, from  
20 April 26, 2024, through May 23, 2024, delivering 41,538,123 impressions,<sup>3</sup> 1,738,123 more than what was  
21 originally planned.

22 14. The GDN impressions targeted adults 25 years of age or older in the U.S., with an emphasis  
23 on California. Efforts also targeted homeowners; users in-market for mortgage refinancing, residential  
24 loans in California, Second Mortgages, Remortgage Loans, Reverse Mortgage; and/or users who have  
25

26 <sup>3</sup> Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or  
27 combination of media vehicles containing a notice. Impressions are a gross or cumulative number that  
28 may include the same person more than once. As a result, impressions can and often do exceed the  
population size.

1 searched for keywords such as Ocwen Mortgage, Liberty Reverse Mortgage, PHH mortgage company,  
2 PHH mortgage, Ocwen mortgage, or mortgage servicing companies. In addition, a portion of the  
3 impressions targeted a custom audience list based on available Settlement Class Member data (e.g., names,  
4 postal addresses, e-mail addresses). The digital ads were served across all devices, including desktop,  
5 laptop, tablet, and cell phone devices.

6 15. The digital ads included an embedded link that takes users who click on the ad directly to  
7 the Settlement Website, where they can receive more information about the Settlement and file claims for  
8 compensation. Screenshots of the digital notices as they appeared on GDN are attached as **Exhibit D.**

#### 9 **INTERNET SEARCH CAMPAIGN**

10 16. JND caused an internet search effort to launch for 28 days, from April 26, 2024, through  
11 May 23, 2024, delivering a total of 6,608 additional impressions. A custom keyword list related to the  
12 Settlement was applied based on content on the Settlement Website landing page, as well as other case  
13 information. When a keyword about the case was searched, a paid Responsive Search Ad (“RSA”) with a  
14 hyperlink to the Settlement Website would sometimes appear on the search engine results page. When the  
15 RSA was clicked on, the visitor was redirected to the Settlement Website where they could get more  
16 information about the case. The search effort was monitored and optimized to focus on keywords that  
17 resulted in more click throughs to the Settlement Website.

18 17. Screenshots of the RSA ads as they appeared online are attached as **Exhibit E.**

#### 19 **PRESS RELEASE**

20 18. JND caused a press release to be distributed on April 29, 2024, in English and Spanish, to  
21 journalists and media outlets throughout the U.S. Exact matches of the press releases were picked up a  
22 total of 515 times with a potential audience of 110.4 million.

23 19. Copies of the press releases are attached as **Exhibit F.**

#### 24 **SETTLEMENT WEBSITE AND E-MAIL ADDRESS**

25 20. On April 24, 2024, JND established a Settlement Website  
26 (www.OcwenFeeSettlement.com), which provides comprehensive information about the Settlement,  
27 including copies of important case documents, answers to frequently asked questions, and contact  
28 information for the Settlement Administrator. Additionally, the Settlement Website allowed Settlement

1 Class Members to submit a Claim Form electronically or download a fillable copy of the Claim Form if a  
2 Class Member elected to print and submit it by mail. As of the date of this Declaration, the Settlement  
3 Website has tracked 47,448 unique users with 172,531 page views. JND will continue to update and  
4 maintain the Settlement Website throughout the administration process.

5 21. On April 24, 2024, JND established a dedicated e-mail address  
6 (info@OcwenFeeSettlement.com) to receive and respond to Settlement Class Member inquiries. JND  
7 generates e-mail responses from scripted answers to FAQs, approved by the Parties, which are also used  
8 by our call center personnel for efficiency and uniformity of messaging. To date, JND has received  
9 approximately 1,134 incoming email inquiries to the dedicated e-mail address.

#### 10 **TOLL-FREE INFORMATION LINE AND P.O. BOX**

11 22. On April 24, 2024, JND established a case-specific toll-free number (1-888-995-0316)  
12 for Settlement Class Members to call to obtain information regarding the Settlement. Callers have the  
13 option to listen to the Interactive Voice Response (“IVR”) system, or to speak with a live agent. The  
14 toll-free number is accessible 24 hours a day, seven days a week. As of the date of this Declaration,  
15 the toll-free number has received 3,434 incoming calls. JND will continue to maintain the toll-free  
16 number throughout the settlement administration process.

17 23. Additionally, JND established a post office box for this administration to receive  
18 Settlement Class Member correspondence, paper Claim Forms, and exclusion requests. The  
19 administration address is Ocwen Fee Settlement, c/o JND Legal Administration, P.O. Box 91338,  
20 Seattle, WA 98111.

#### 21 **REQUESTS FOR EXCLUSION**

22 24. The Notices informed recipients that any Settlement Class Member who wished to exclude  
23 themselves from the proposed Settlement (“opt-out”) must do so by mailing an exclusion letter to the  
24 Settlement Administrator, postmarked on or before July 12, 2024.

25 25. As of the date of this Declaration, JND has received two (2) timely exclusion request from  
26 Settlement Class Members M. Oyarzabal (Murrieta, GA) and K. A. Decker (Nottingham, MD).  
27  
28

1  
2 **OBJECTIONS**

3 26. The Notices informed recipients that any Settlement Class Member who wished to object  
4 to the proposed Settlement could do so by filing a written objection with the Court, postmarked on or  
5 before May 3, 2024.

6 27. As of the date of this Declaration, JND has not received, and is not aware of, any  
7 objections.

8 **CLAIMS RECEIVED**

9 28. The Notices informed recipients that any Settlement Class Member wishing to receive a  
10 payment must submit a complete and timely Claim Form to JND to be eligible for a Settlement payment.  
11 The Claim Form must be submitted or postmarked on or before September 29, 2025.

12 29. As of the date of this Declaration, JND has received 9,762 Claim Form submissions, of  
13 these, 217 were mailed, and 9,545 were submitted online. JND is in the process of receiving, reviewing,  
14 and validating Claim Form submissions.

15 **REACH**

16 30. The direct notice effort alone reached 97.4% of Settlement Class Members. The  
17 supplemental media efforts further enhanced notice exposure.

18 31. The achieved reach surpasses the 70–95% reach standard set forth by the FJC, exceeding  
19 that of other court approved programs.<sup>4</sup>

20 **CLAIMS STIMULATION EFFORT**

21 32. To help stimulate claims, JND proposes delivering **10 million digital impressions** over two  
22 weeks, just prior the claims deadline from September 12, 2025 through September 25, 2025, on Google  
23 Discovery+ (YouTube, GDN, and Gmail).

24 33. The claims stimulation effort will include the same targeting as the initial digital campaign,  
25 as well as look-alike targeting and retargeting based on the data collected during the initial campaign.

26 \_\_\_\_\_  
27 <sup>4</sup> Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language*  
28 *Guide* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed  
notice effort is whether all the notice efforts together will reach a high percentage of the class. It is  
reasonable to reach between 70–95%."

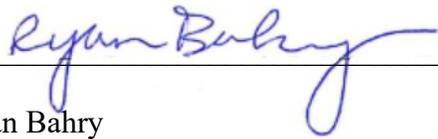
1 **Look-alike targeting** will reach individuals with demographics/behavior similar to those who have already  
2 visited the settlement website and/or filed a claim. **Retargeting** will reach individuals who have visited  
3 the case website but have yet to file a claim.

4 **CONCLUSION**

5 34. In my opinion, the Notice Plan as executed constituted the best practicable notice to the  
6 Settlement Class under the circumstances of this case. I will provide a supplemental declaration to the  
7 Court prior to the Final Approval Hearing with updated information regarding the implementation of the  
8 Notice Plan and the claims administration process.

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

13  
14 Executed June 12, 2024 in Seattle, Washington.

15  
16  
17   
18 Ryan Bahry

**- EXHIBIT A -**

December 28, 2023

United States Attorney General  
and the Appropriate Officials  
Identified in Attachment A

**RE: CAFA Notice of Proposed Class Action Settlement**

Dear Sir or Madam:

This Notice is being provided to you in accordance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715 on behalf of Ocwen Financial Corporation and Ocwen Loan Servicing, LLC, the Defendants in the below-referenced class action ("the Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement was filed with the Court on December 18, 2023.

**Case Name:** *Weiner v. Ocwen Financial Corporation, et al.*  
**Case Number:** 2:14-cv-02597-DJC-DB  
**Jurisdiction:** United States District Court, Eastern District of California  
**Date Settlement filed with Court:** December 18, 2023

Copies of all materials filed in the above-named actions are electronically available on the Court's Pacer website found at <https://pcl.uscourts.gov>. Additionally, in compliance with 28 U.S.C. § 1715(b), the enclosed CD-ROM contains the following documents filed in the Action:

**01 - Complaint.pdf**

Class Action Complaint, filed November 5, 2014

**02 - Motion for Preliminary Approval.pdf**

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Fed. R. Civ. P. 23(e), filed on December 18, 2023

**03 - Settlement Agreement.pdf**

Settlement Agreement, filed on December 18, 2023

**04 - Email Notice.pdf**

[Proposed] Email Notice, filed on December 18, 2023

**05 - Postcard Notice.pdf**

[Proposed] Postcard Notice, filed on December 18, 2023

**06 - Long Form Notice.pdf**

[Proposed] Long Form Notice, filed on December 18, 2023

**07 - Claim Form.pdf**

[Proposed] Claim Form for Class Members, filed on December 18, 2023

**08 - Preliminary Approval Order.pdf**

[Proposed] Order (1) Granting Preliminary Approval of Settlement Agreement; and  
(2) Directing Notice to the Settlement Class, filed on December 18, 2023

It is not possible to provide a breakdown of the Settlement Class in accordance with 28 U.S.C. § 1715 (b)(7) at this time. However, we anticipate that the Settlement Class is sufficiently numerous as to include Class Members residing in numerous U.S. states, principally in the Midwest, as well as the District of Columbia, and may include Class Members residing in U.S. territories and associated states.

There are no other settlements or agreements made between Counsel for the parties related to the class defined in the proposed settlement, and as of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

If you have any questions regarding the details of the case and settlement, please contact Defense Counsel's representative at:

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For questions regarding this Notice, please contact JND at:

JND Class Action Administration  
1100 2nd Ave, Suite 300  
Seattle, WA 98101  
Phone: 800-207-7160

Regards,

JND Legal Administration

Encl.

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U.S. Department of Justice  
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Washington, DC 20530

**- EXHIBIT B -**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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

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

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

**Ocwen Fee Settlement**

(c) JND Legal Administration  
P.O. Box 91338  
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full\_Name»

«CF\_CARE\_OF\_NAME»

«CF\_ADDRESS\_1»

«CF\_ADDRESS\_2»

«CF\_CITY», «CF\_STATE» «CF\_ZIP»

«CF\_COUNTRY»

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

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

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

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

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

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

**File a Claim.** To receive a payment from the Settlement, submit a valid claim electronically at [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com) or postmarked by **September 29, 2025**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.

**Request Exclusion.** To remove yourself from the Settlement (“opt out”), submit an exclusion request by **July 12, 2024**. If you exclude yourself, you will receive no payment from the Settlement, but this is the only option that will allow you to keep your right to sue or continue to sue Defendants for the claims in this case.

**Object.** If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be **submitted by July 12, 2024**.

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

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

**What happens next?** The Court will hold a Final Approval Hearing on **September 5, 2024, at 1:30 p.m. PT**, to consider whether to give final approval to the Settlement and grant Settlement Class Counsel’s request for attorneys’ fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys’ fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys’ fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **July 12, 2024**, a notice of intent to appear at the Final Approval Hearing.

**How can I get more information?** Go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com), email [info@OcwenFeeSettlement.com](mailto:info@OcwenFeeSettlement.com), call toll-free 1-888-995-0316, or write to Ocwen Fee Settlement, c/o JND Legal Administration, P.O. Box 91338, Seattle, WA 98111.

Carefully separate this Address Change Form at the perforation

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

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unique ID: [JND Unique ID]

**Address Change Form**

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



Ocwen Fee Settlement  
c/o JND Legal Administration  
P.O. Box 91338  
Seattle, WA 98111

**- EXHIBIT C -**

To: [Class Member Email Address]  
From: Jennifer@OcwenFeeSettlement.com  
Subject Line: Ocwen Fee Settlement

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

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

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

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

**YOUR UNIQUE ID: XXXXXXXX**

Dear [Class Member Name(s)],

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

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

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

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

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

**File a Claim.** To receive a payment from the Settlement, submit a valid claim electronically at the link below or mail postmarked by **September 29, 2025**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.

**FILE A CLAIM**

**Request Exclusion.** To remove yourself from the Settlement ("opt out"), submit an exclusion request by **July 12, 2024**. If you exclude yourself, you will receive no payment from the Settlement, but this is the only option that will allow you to keep your right to sue or continue to sue Defendants for the claims in this case.

**Object.** If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be **submitted by July 12, 2024**.

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

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

**What happens next?** The Court will hold a Final Approval Hearing on **September 5, 2024, at 1:30 p.m. PT**, to consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys' fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys' fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **July 12, 2024**, a notice of intent to appear at the Final Approval Hearing.

**How can I get more information?** Go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com), email [info@OcwenFeeSettlement.com](mailto:info@OcwenFeeSettlement.com), call toll-free 1-888-995-0316, or write to Ocwen Fee Settlement, c/o JND Legal Administration, P.O. Box 91338, Seattle, WA 98111.

**Questions? Visit [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com) or Call 1-888-995-0316**

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

**- EXHIBIT D -**

The image shows the MSN homepage with the following elements:

- Header:** MSN logo, search bar, and navigation icons (language, settings, location).
- Navigation:** BROOKLYN / 76°F | NEWS ENTERTAINMENT MONEY SPORTS GAMING LIFESTYLE SHOPPING BUY A CAR HEALTH FOOD TRAVEL VIDEO PLAY
- Main Content:**
  - Featured Article:** "This is the salary it takes to be considered rich in every state" (CNBC).
  - Article Grid:** "Drive Results - Snapchat for Business" (Fortune), "People Are Defending The 'Unpopular' Home Design Trends That Actually Mak..." (BuzzFeed), "What to Know About the New Student-Loan-Forgiveness Plans" (Intelligencer), "7 Secrets Comfortable Retirees Know About Hiring a Financial Advisor" (SmartAsset).
  - Trending Now:** "US buys 81 Soviet-era combat aircraft from Russia...", "Five teams that botched the 2024 NFL Draft", "College protests live updates: Columbia protester...", "Scientists sound alarm over concerning discovery...", "Ukrainian Armed Forces carried out air strikes on...".
  - Recommended Searches:** "Gaza's Displaced Thank...", "Morgan Freeman Spo...", "Camden Barber Announ...", "Mississippi New School...", "Snapchat Business", "Vampire Facial Infects...", "Blackstone To Make Ne...", "Police Officer Hiring In...", "World Central Kitchen T...", "Bills Sign Quintez Cep...".
  - Shopping:** "Petal Lush" (dresses), "State health plans must cover gender-affirming surgery, US appeals court rules" (Reuters).
  - Daily Poll (1 of 6):** "Did you watch the eclipse earlier this month?" (Options: Yes in person, Yes online, No; 136,168 votes).
  - Bing Quiz (1 of 10):** "Who did Muhammad Ali defeat to win the heavyweight title for the first time?" (Options: Sonny Liston, Joe Frazier, George Foreman; 100,843 votes).
- Buy with Microsoft:** "DAILY SUPER DEALS HOME OFFICE FURNITURE ELECTRONIC GADGETS WOMEN'S FASHION MEN'S FASHION JEWELRY".
- Product Recommendations:** "All Purpose Unisex UV Protective Wide Brim Bucket Hat Outdoor Panama Safari Hurtin...", "Men's Plus Size Big Tall T Shirt Tee Tee Graphic Tee Crewneck Black Dark Blue Sho...", "Professional Stainless Steel Nail Clippers With Anti-Splash Cover - Sharp Trimmer F...", "Gel Seat Cushion For Office Chair, Soft Seat Cushion With Non-Slip Cover For Sciatica...".
- Legal Notice:** "Ocwen Loan Class Action Settlement. Certain borrowers from 2010-2017 may be entitled to benefits. \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. FILE A CLAIM".
- Footer:** Money > MY WATCHLIST MARKETS INVESTING CRYPTOCURRENCIES CURRENCY CONVERTER PERSONAL FINANCE REAL ESTATE CAREERS SMALL BUSINESS

### More From Residential Real Estate

Apr 23, 2024

#### EPA Standard Tackles Dangerous Forever Chemicals In Our Water Supply

Last July, Forbes published a shocking headline: "Nearly half of U.S. tap water has PFAs: Here's Why 'Forever Chemicals' Are Dangerous."

By **Jamie Gold** Contributor



Apr 19, 2024

#### Market Comparison: What \$3 Million Buys In Three Affluent U.S. Suburbs

More space, less cost and quieter living—the benefits of buying a property in the suburbs are many.

By **Spencer Elliott** Contributor



Apr 11, 2024

#### This Thrill-Seeking Billionaire Made A Fortune In Luxury Apartments

Larry Connor made a fortune in luxury apartments by obsessing over the smallest transaction. His strategy has paid off for years, but now that the market has shifted, how close to the edge is he willing to go?

By **Jonathan Palmer** Forbes Staff



Apr 16, 2024

#### Zillow Home Sale Booster Trends Feature Wellness Enhancers

Zillow is out with a new list of features that reportedly help homes sell faster or for more money.

By **Jamie Gold** Contributor



ADVERTISEMENT  
LEGAL NOTICE

#### Ocwen Loan Class Action Settlement

Certain borrowers from 2010-2017 may be entitled to benefits

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

[FILE A CLAIM](#)

weather.com

TOP STORY

## JAW-DROPPING SIGHT



**Intense Video Shows Nebraska Tornado's Massive Debris Vortex**

Bracing For Another Round Of Severe Weather

When Will Your City Feel The Heat? The Incoming First 90-Degree Temps

The Growing Controversy Between Tourists And This Famous Landmark

Watch The Moment A Tornado Roars Into A Train In Nebraska

- Watch Firefighters Get Creative To Rescue Tiny Trapped Animal
- Texas City Stunned by Flash Floods
- View Of What's Left After Deadly Tornado Slashes Small Town
- Homes Swept Away After Dam Bursts
- Eyes To The Sky: Best Space Events In May

[See More](#)

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### Storage that puts *you* FIRST



**Twister Shreds Warehouse**



Dollar Tree Facility Ripped Apart

LEGAL NOTICE

### Ocwen Loan Class Action Settlement

Certain borrowers from 2010-2017 may be entitled to benefits

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

[FILE A CLAIM](#)

Trending Today



Climate and Weather  
Town Underwater For 70 Years Resurfaces



Tornado Central  
Measuring A Tornado's Strength: How Damage Determines The Rating



Tornado Central  
Dramatic Video Captures Tornado Tearing Through The City

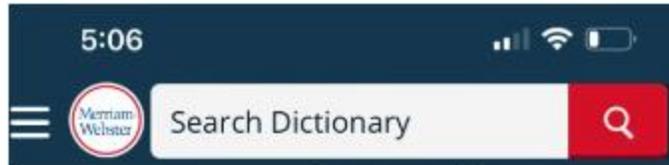


Skin Health  
The Connection Between Melanoma And Colder States

[More News](#)

### Big Mowing Mistake





penned by a certain singer-songwriter you may be familiar with by the name of [Taylor Swift](#). In fact, we are told that her songs often send listeners to our [august](#) pages to look up some of the more unfamiliar words featured in her song titles and lyrics. If you count yourself among such listeners, dear reader, then today might just be the best day. Here's a list of 10 Swiftean words and some interesting facts about them. Are you... ready for it?

ADVERTISEMENT

An advertisement for the Ocwen Loan Class Action Settlement. It features a dark header with "LEGAL NOTICE" in white. Below that, the title "Ocwen Loan Class Action Settlement" is in large blue font. The text reads: "Certain borrowers from 2010-2017 may be entitled to benefits" and "\$60 per Broker Price Opinion and \$70 per Hybrid Valuation". At the bottom, there is a blue button that says "FILE A CLAIM" over an image of a pen and some documents.

An advertisement for PPG Pro paint. It features the PPG logo and the text "Pro" in a large, bold font. To the right, it says "FINISH ON TIME &amp; ON BUDGET" with a small play button icon.

merriam-webster.com

The screenshot shows the ESPN mobile app interface. At the top, the time is 4:57, and there are icons for signal strength, Wi-Fi, and battery. The ESPN logo is on the left, and a user profile icon and 'SCORES' link are on the right. Below the logo is a navigation bar with 'NCAA W' (with a basketball icon) and links for 'Home', 'Scores', 'Schedule', 'Standings', and 'Stats'. A legal notice banner reads: 'LEGAL NOTICE Ocwen Loan Class Action Settlement Certain borrowers from 2010-2017 may be entitled to benefits. \$60 per Broker Price Opinion and \$70 per Hybrid Valuation. FILE A CLAIM'. The main content features a photo of two women's basketball players in action. Below the photo is the article title 'Transfer rankings: Top 25 players on the move' and a sub-headline 'More than 1,100 women's college basketball players are in the transfer portal. Who are the top players looking for a new school next season?'. The author is listed as '3d - Charlie Creme'. Below the article is a 'TOP HEADLINES' section with two items: 'Oklahoma lands former Oregon State star Beers' and 'All-Pac-12 guard von Oelhoffen commits to USC'. At the bottom, a browser address bar shows 'AA' and 'espn.com' with a refresh icon. Below the address bar are navigation icons for back, forward, share, bookmarks, and tabs.

**- EXHIBIT E -**



[Ocwen lawsuit]



May 3, 2023 — In that complaint, the CFPB accused **Ocwen**, based in West Palm Beach, of mortgage servicing misconduct from 2014 through 2017. The **lawsuit** ...



Upsolve

<https://upsolve.org> › learn › ocwen-lawsuit

## The Government Lawsuit Against Ocwen

Nov 15, 2021 — The suit was settled in December of 2013. As part of the settlement, **Ocwen** agreed to pay \$125 million in cash to foreclosed homeowners and \$2 ...

★★★★★ Rating: 5 · 1,661 reviews · Free · Finance

[Ocwen Was Accused of...](#) · [The Ocwen Settlement](#) · [Why Is Settlement Still...](#)

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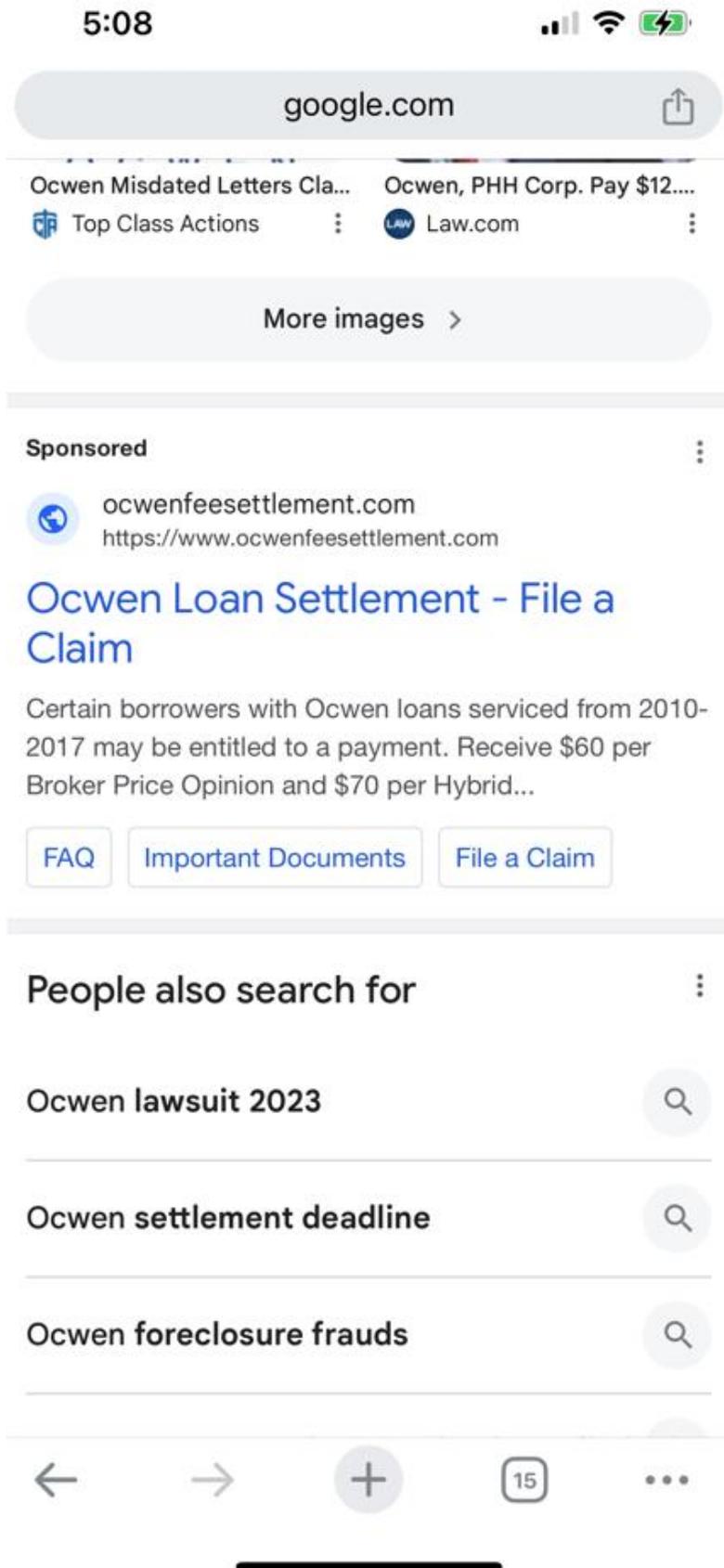
<https://www.ocwenfeesettlement.com>

## Ocwen Loan Settlement | File a Claim

Certain borrowers with **Ocwen** loans serviced from 2010-2017 may be entitled to a payment.

Receive \$60 per Broker Price Opinion and \$70...

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



**- EXHIBIT F -**

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

USA - English ▾

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NEWS PROVIDED BY  
**JND Legal Administration** →  
Apr 29, 2024, 09:39 ET

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SEATTLE, April 29, 2024 /PRNewswire/ -- A proposed settlement has been reached in a class action lawsuit called *Weiner v. Ocwen Financial Corp.*, Case No. Case No. 14-cv-02597, (E.D. Cal.) (the "Settlement"). This Notice summarizes Class Members' rights and options. More details are available at [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

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

### What is this about?

Plaintiff alleges that Ocwen Loan Servicing, LLC and its parent company Ocwen Financial Corporation (together, "Defendants" or "Ocwen") over-charged borrowers for certain property valuation expenses, including Broker Price Opinions ("BPOs") or Hybrid Valuations ("Hybrids"), which Plaintiff alleges contained undisclosed "mark-ups." Ocwen denies Plaintiff's claims, and all alleged

wrongdoing associated with Plaintiff's claims. The Court has not decided who is right or wrong. [Case 2:14-cv-02597-DJC-DB Document 255-1 Filed 06/12/24 Page 35 of 41](#)  
Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

### **Who is affected?**

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

### **What does the Settlement provide?**

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

### **What are my options?**

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



- **File a Claim.** To receive a payment from the Settlement, submit a valid claim electronically at [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com) or postmarked by **September 29, 2025**. By submitting a claim, you give up your right to sue or continue to sue Defendants for the claims in this case.
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- **Object.** If you do not exclude yourself from the Settlement, you may object or tell the Court what you do not like about the Settlement. If you object, you must still submit a claim to receive a payment. Objections must be submitted by **July 12, 2024**.
- **Do Nothing.** If you do nothing, you will receive no payment from the Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

For more details about your rights and options and how to file a claim, exclude yourself, or object, go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

### **What happens next?**

The Court will hold a Final Approval Hearing on **September 5, 2024 at 1:30 p.m. PT**, to consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. The Court appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Settlement Class Counsel will request attorneys' fees, estimated to be \$8,000,000, plus reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys' fees and costs will be paid by the Defendants. You do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to. To do so, you must file with the Court, by on or before **July 12, 2024**, a notice of intent to appear at the Final Approval Hearing.

### **How can I get more information?**

Go to [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com), email [info@OcwenFeeSettlement.com](mailto:info@OcwenFeeSettlement.com), call toll-free 1-888-995-0316, or write to Ocwen Fee Settlement, c/o JND Legal Administration, P.O. Box 91338, Seattle, WA 98111.



Los prestatarios que tienen o tuvieron un préstamo administrado por Ocwen Loan Servicing, LLC y pagaron por opiniones de precios de corredores o valoraciones híbridas entre 2010 y 2017, pueden tener derecho a los beneficios de un acuerdo de demanda colectiva. Los pagos estimados son de \$60 por dictamen de precio de corredor y \$70 por valoración híbrida.

USA - español ▼

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NEWS PROVIDED BY  
**JND Legal Administration** →  
Apr 29, 2024, 09:39 ET

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SEATTLE, 29 de abril de 2024 /PRNewswire-HISPANIC PR WIRE/ -- Se ha llegado a un acuerdo propuesto en una demanda colectiva llamada *Weiner v. Ocwen Financial Corp.*, Caso No. Caso No. 14-cv-02597, (E.D. Cal.) (el "Acuerdo"). Esta notificación resume los derechos y opciones de los miembros de la demanda colectiva. Más información en [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

Un tribunal federal autorizó la presente notificación. Esta no es una solicitud de un abogado.

**¿De qué se trata?**

El demandante alega que Ocwen Loan Servicing, LLC y su empresa matriz Ocwen Financial Corporation (conjuntamente, los "demandados" u "Ocwen") cobraron en exceso a los prestatarios por determinados gastos de tasación de propiedades, incluidos los dictámenes de precios de corredores ("BPO") o las tasaciones híbridas ("híbridas"), que el demandante alega que contenían "márgenes de beneficio" no revelados. Ocwen niega las reclamaciones del demandante y todas las presuntas irregularidades asociadas con las reclamaciones del demandante. El Tribunal no ha decidido quién tiene razón o no. En cambio, las partes han llegado a un Acuerdo para evitar los costos, riesgos y retrasos asociados con la continuación de este litigio complejo y lento.

### **¿Quién se ve afectado?**

El Tribunal certificó un grupo del Acuerdo a nivel nacional que incluye a todos los residentes de Estados Unidos de Norteamérica que tienen o tuvieron un préstamo administrado por Ocwen y que pagaron por uno o más BPO o híbridos cobrados por Ocwen por medio de Altisource, desde el 5 de noviembre de 2010 hasta el 29 de septiembre de 2017, la fecha de la orden de certificación del grupo en esta demanda. El Tribunal también certificó un subgrupo del Acuerdo de California que incluye a todos los residentes del Estado de California que tienen o tuvieron un préstamo administrado por Ocwen y a quienes Ocwen, por medio de Altisource, les cobró cargos por uno o más BPO o híbridos en su cuenta hipotecaria, desde el 5 de noviembre de 2010 hasta el 29 de septiembre de 2017 (el "período de la demanda colectiva"). El grupo del Acuerdo a nivel nacional y el subgrupo del Acuerdo de California conforman en su conjunto el Acuerdo Colectivo.

### **¿Qué proporciona el Acuerdo?**

Si se aprueba, el Acuerdo proporcionará:

- Case 2:14-cv-02597-DJC-DB Document 255-1 Filed 06/12/24 Page 40 of 41
- Un reembolso de \$60 por cada tarifa de BPO que los miembros del Acuerdo Colectivo pagaron durante el período de la demanda;
  - Un reembolso de \$70 por cada tarifa híbrida que los miembros del Acuerdo Colectivo pagaron durante el período de la demanda;
  - Revocaciones y/o créditos para todos los miembros del subgrupo de California que continúe con préstamos otorgados por Ocwen, por un importe de \$60 por cada BPO y \$70 por cada tarifa híbrida que se cobró a un miembro de la demanda durante el período de la demanda colectiva, pero que el miembro de la demanda colectiva no ha pagado; y
  - La modificación de los demandados de las divulgaciones a los prestatarios en la correspondencia e informes relacionados con la valoración, y en cualquier lista de tarifas aplicable, para identificar, según corresponda, el servicio de "reconciliación" agregado por los proveedores a los productos BPO e Híbridos.

### ¿Cuáles son mis opciones?

Los miembros de la demanda colectiva pueden presentar una reclamación, solicitar la exclusión, objetar o no hacer nada.

- **Presentar una reclamación** . Para recibir un pago del Acuerdo, presente una reclamación válida por vía electrónica en [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com) o con matasellos anterior al **29 de septiembre de 2025**. Al presentar una reclamación, usted renuncia a su derecho a demandar o continuar demandando a los demandados por las reclamaciones de este caso.
- **Solicitar exclusión** . Para retirarse del Acuerdo ("optar por no participar"), envíe una solicitud de exclusión antes del **12 de julio de 2024**. Si se excluye, no recibirá ningún pago del Acuerdo, pero esta es la única opción que le permitirá conservar su derecho a demandar o seguir demandando a los demandados por las reclamaciones de este caso.
- **Objeto** . Si no se excluye del Acuerdo, puede objetar o decirle al Tribunal lo que no le gusta del Acuerdo. Si se opone, debe presentar una reclamación para recibir un pago. Las objeciones deben presentarse antes del **12 de julio de 2024**.
- **No hacer nada** . Si no hace nada, no recibirá ningún pago del Acuerdo y renunciará a su derecho a demandar o continuar demandando a los demandados por las reclamaciones de este caso.

Para obtener más detalles sobre sus derechos y opciones y cómo presentar una reclamación, excluirse u objetar, visite [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com).

El Tribunal celebrará una audiencia de aprobación final el **5 de septiembre de 2024 a la 1:30 p. m. PT**, para considerar si debe dar la aprobación final al Acuerdo y otorgar la solicitud de los abogados del Acuerdo Colectivo para los honorarios y costos de los abogados, así como el reembolso de los costos de administración del Acuerdo. El Tribunal designó al bufete de abogados de Baron & Budd P.C., para representar a los miembros del Acuerdo Colectivo como abogados del Acuerdo Colectivo. Los abogados del Acuerdo Colectivo solicitarán los honorarios de los abogados, estimados en \$8,000,000, más los gastos de litigio reembolsables, estimados en \$950,000. Si el Tribunal lo aprueba, los honorarios y costos de los abogados serán pagados por los demandados. No es necesario que asista a la Audiencia de Aprobación Final. Los abogados del Acuerdo colectivo responderán cualquier pregunta que el Tribunal pueda tener. Usted o su abogado pueden pedir hablar en la audiencia a su propio costo, pero no es su obligación. Para hablar en la audiencia, debe presentar ante el Tribunal, a más tardar el **12 de julio de 2024**, una notificación de intención de comparecer en la Audiencia de Aprobación Final.

### **¿Cómo puedo obtener más información?**

Visite [www.OcwenFeeSettlement.com](http://www.OcwenFeeSettlement.com), envíe un correo electrónico a [info@OcwenFeeSettlement.com](mailto:info@OcwenFeeSettlement.com), llame al número gratuito 1-888-995-0316 o escriba a Ocwen Fee Settlement, c/o JND Legal Administration, P.O. Box 91338, Seattle, WA 98111.

FUENTE JND Legal Administration