

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Contreras v. Nationstar Mortgage LLC, Case No. 2:16-cv-00302-MCE-EFB

IF YOU PAID A CONVENIENCE FEE WHEN MAKING A MORTGAGE PAYMENT TO NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A Settlement has been reached in a class action lawsuit claiming that Nationstar Mortgage LLC, a residential mortgage servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”), charged pay-to-pay fees (hereafter, “Convenience Fees”) that were not properly disclosed or permitted under applicable law to borrowers who reside in California, Florida, or Illinois and made their residential mortgage payments online or over the phone.

Subject to certain exceptions described below, you are a Settlement Class Member if you are or were:

- a resident of California or Florida who was charged Convenience Fees at Issue for making over-the-phone or online mortgage payments to Nationstar from February 1, 2012 to February 14, 2022, or;
- a resident of Illinois who was charged Convenience Fees at Issue for making over-the-phone or online mortgage payments to Nationstar from February 1, 2013 to February 14, 2022 (collectively, “Class Periods”).

Persons included in the Settlement may be eligible to receive a share of the Settlement Fund based on the amount of Convenience Fees at Issue they paid.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY.
THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE PART OF
THE SETTLEMENT CLASS.**

**YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO
APPEAR IN COURT AND YOU DO NOT HAVE TO HIRE AN ATTORNEY.**

**IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO
ANYTHING. IF YOU DISAPPROVE OF THIS SETTLEMENT, YOU MAY
OBJECT TO THE SETTLEMENT OR EXCLUDE YOURSELF PURSUANT TO
THE PROCEDURES DESCRIBED BELOW.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE A SETTLEMENT PAYMENT	If you are a Settlement Class Member, you may automatically receive a settlement payment based on the amount of Convenience Fees you paid to Nationstar.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue Nationstar about the claims in this Litigation.
OBJECT	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

- Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Litigation still has to decide whether to approve the Settlement. Payments will be distributed to all qualifying Settlement Class Members who do not submit a Request for Exclusion, only if the Court approves the Settlement and after potential appeals are resolved.

BASIC INFORMATION

1. Why was this notice issued?

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

The Honorable Morrison C. England, Jr. of the United States District Court for the Eastern District of California is overseeing this case. The case is called *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB. The persons who have filed suit, Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller, are called the Named Plaintiffs. Defendants are Nationstar Mortgage LLC, a mortgage loan servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”).

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Named Plaintiffs Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit alleges that Nationstar violated the: Rosenthal Fair Debt Collection Practices Act; California Unfair Competition Law; Florida Deceptive and Unfair Trade Practices Act; and Illinois Consumer Fraud Act and committed other wrongful conduct by charging Convenience Fees to borrowers paying their mortgage payments online or over the phone. Nationstar denies it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the Litigation to avoid the uncertainties and expenses associated with ongoing Litigation.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendants should win this Litigation. Instead, both sides agreed to the Settlement. That way, they avoid the uncertainties and expenses associated with continuing the Litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

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

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

- (1) residents of California or Florida who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2012 to February 14, 2022; and
- (2) residents of Illinois who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2013 to February 14, 2022 (collectively, "Class Periods").

The term "Convenience Fee at Issue" means all Convenience Fees paid by Settlement Class Members during the Class Periods, but it excludes certain fees paid by members of the settlement classes in *Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ (W.D. Wash.). If you were a member of the *Garcia* settlement class, the Convenience Fees at Issue do not include Convenience Fees paid by members of the *Garcia* nationwide class between November 17, 2014 and May 25, 2018, and Convenience Fees paid by members of the *Garcia* Washington class between November 17, 2011 and May 25, 2018.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants will create a Settlement Fund totaling \$8,600,000. If you are entitled to relief under the Settlement, the Settlement Administrator will determine the pro rata

portion of the Settlement Fund, based on the percentage of the Convenience Fees at Issue that you paid as determined by Nationstar's records, after accounting for Notice and administrative costs, any Service Awards to Named Plaintiffs as class representatives, and any award of attorneys' fees and expenses to Class Counsel. (*See* Question 13 for additional information about attorneys' fees and expenses).

A detailed description of the Settlement benefits can be found in the [Settlement Agreement](#).

7. How much will my payment be?

If the Settlement is approved, Settlement Class Members will receive a proportionate share of the Settlement Fund. The Settlement Administrator will determine the pro rata portion of the Settlement Fund, based on the percentage of the Convenience Fees at Issue paid by the Settlement Class Members as determined by Nationstar's records, after accounting for Notice and administrative costs, any Service Awards to Named Plaintiffs as class representatives, and any award of attorneys' fees and expenses to Class Counsel. (*See* Question 5 for the definition of "Convenience Fees at Issue.")

8. When will I get my payment?

The Final Approval Hearing to consider the fairness of the Settlement is scheduled for **November 10, 2022**. If the Court approves the Settlement, eligible Settlement Class Members will receive their payment within fifteen (15) days of the Final Approval Order (*see* Question 19) either electronically or in the form of a paper check. All checks will expire and become void one hundred and eighty (180) days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are an eligible Settlement Class Member, you will automatically receive a payment if the Settlement is approved. If you received email notice, payments will automatically be sent to your email address of record. If you received a copy of the Notice in the mail and do not provide a valid email address to the Settlement Administrator, the Settlement Administrator will send to the same mailing address instructions for obtaining your payment. Please update your email address if you would prefer to receive further information at a different address or update your mailing address if you move. When you receive the email notifying you of your Settlement payment, you will be provided with several digital payment options. For many, a digital payment is the easiest and quickest option to receive your money. You will also have the opportunity to request that a check be mailed to you by the Settlement Administrator.

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Nationstar for the claims being resolved by this Settlement related to the Convenience Fees. The specific claims you are giving up against Nationstar are described in the [Settlement Agreement](#). You will be “releasing” Nationstar as described in Section 9 of the [Settlement Agreement](#). Unless you exclude yourself (*see* Question 14), you are “releasing” the claims.

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

11. What happens if I do nothing at all?

If you do nothing, you may still receive a payment through the Settlement if it is approved by the Court. But, unless you submit a Request for Exclusion (*see* Question 14), you will not be able to start a lawsuit or be part of any other lawsuit against Nationstar for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the Litigation?

The Court has appointed Keller Rohrback L.L.P. and Hagens Berman Sobol Shapiro L.L.P. (“Class Counsel”) to be the attorneys representing the Settlement Class. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Litigation, you may hire one at your own expense.

13. How will the lawyers be paid?

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

Class Counsel will file their motion for attorney’s fees and expenses no later than September 6, 2022, and a copy of the motion will be available at www.MortgageConvenienceFeeSettlement.com.

Subject to approval by the Court, the Named Plaintiffs will be paid a Service Award in a reasonable amount to be determined by the Court to compensate them for the time and effort that they expended to achieve this Settlement. This will be paid from the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (“Request for Exclusion”) to the Settlement Administrator stating that you want to be excluded from the settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB. Your Request for Exclusion must: (1) identify the case name; (2) identify your name and current address; (3) be personally signed by you (no electronic or facsimile signatures); and (4) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation. You must mail or deliver your Request for Exclusion letter no later **than October 7, 2022** to:

Mortgage Convenience Fee Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

15. If I do not exclude myself, can I sue Nationstar for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Nationstar for the claims being resolved by this Settlement. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

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

No. If you exclude yourself, you will not be entitled to any Settlement benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. If you have a lawyer, they must file an appearance and submit your objection through the Court’s e-filing system. Your letter

or brief must also include (1) your name, current address, and telephone number; (2) the last four digits of your loan number; (3) a statement that that you are objecting to the proposed Settlement or the application for attorneys’ fees and expenses in this Action; (4) a statement of the factual and legal reasons for your objection and whether it applies only to you, to a subset of the Settlement Class, or the entire Settlement Class; (5) the identity of any witnesses that you may call in connection with your objection and a summary of their testimony; (6) a list of all prior settlements to which you have objected; (7) the name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection; (8) copies of all documents that you wish to submit in support of your position; and (9) your signature. You must also mail or deliver a copy of your letter or brief to Class Counsel and Nationstar’s Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to the persons identified below that is postmarked no later than **October 7, 2022**.

Court	Class Counsel	Defendants’ Counsel
The Hon. Morrison C. England United States District Court for the Eastern District of California 501 I Street #4200 Sacramento, CA 95814	Laura R. Gerber KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 and Thomas E. Loeser HAGENS BERMAN SOBOL SHAPIRO L.L.P. 1301 Second Avenue, Suite 2000 Seattle, WA 98101	Mary Kate Sullivan SEVERSON & WERSON, PC One Embarcadero Center, Suite 2600 San Francisco, CA 94111

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

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Litigation no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **2:00 p.m. PST** on **November 10, 2022** in Courtroom 7 at the United States District Court, 501 I Street, Sacramento, California 95814. The purpose of the hearing will be for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards for the Named Plaintiffs. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check the [Settlement Website](#) or call 1-877-354-3839. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any changes to the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing to determine the Settlement's fairness. To do so, you must include in your objection to the Settlement, a statement saying that it is your "Notice of Intent to Appear in United States District Court, Eastern District of California, Sacramento, California." It must include (1) your full name, current address, and telephone number, (2) the last four digits of your loan number, (3) a statement why you are objecting, (4) the identity of any witnesses and a summary of their testimony, (5) the name and address of your lawyer (if one is appearing for you), (6) copies of all documents you wish to submit, and (7) a statement whether the objection applies only to you, to a specific subset of the Settlement class, or to the entire Settlement Class. Your objection and Notice of Intent to Appear must be filed with the Court, postmarked no later than **October 7, 2022** and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the [Settlement Agreement](#) and at www.MortgageConvenienceFeeSettlement.com. You can also print a copy of the Settlement Agreement at www.MortgageConvenienceFeeSettlement.com. You may also write with questions to Mortgage Convenience Fee Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217, email at info@MortgageConvenienceFeeSettlement.com or call the Settlement Administrator at 1-877-354-3839. Before doing so however, please read this full Notice carefully. You may also find additional information elsewhere on the [Settlement Website](#).

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement as they cannot answer your questions.