

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

VALERIE LEMBECK, ROBERT LANGE, and ANDREW MILLER, *on behalf of themselves and all others similarly situated,*

Plaintiff,

v.

ARVEST CENTRAL MORTGAGE CO.,

Defendant.

Case No. 3:20-cv-03277-VC

~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT **AS MODIFIED**

Date: August 12, 2021
Time: 10:00 a.m.
Courtroom:
Judge: Vince Chhabria

Date Filed: May 14, 2020
Trial Date: None set

1 Plaintiffs Valerie Lembeck, Andrew Miller, and Robert Lange, individually and on behalf of the
 2 proposed Settlement Class,¹ seek final approval of a proposed Settlement of claims against defendant
 3 Arvest Central Mortgage Company (“Arvest”). For the reasons set forth herein, the Court GRANTS the
 4 motion.

5 I. BACKGROUND

6 Plaintiffs commenced separate actions in California, Florida, and Texas, respectively. Plaintiff
 7 Lembeck initiated a class action lawsuit in this Court, alleging that Arvest violated California’s Rosenthal
 8 Fair Debt Collections Act (“Rosenthal Act”) and Unfair Competition Law (“UCL”). *See* Compl., Dkt. 1.
 9 Plaintiff Miller initiated a class action currently pending in state court in Florida against Arvest, alleging
 10 violations of the Florida Consumer Collection Practices Act (“FCCPA”) and the Florida Deceptive Unfair
 11 Trade Practices Act (“FDUTPA”). *Andrew Miller v. Arvest Central Mortgage Co.*, No. 20-010342-CA-01 (Fla.
 12 Cir. Ct., Miami-Dade Cty.). And Plaintiff Lange initiated a class action in the Eastern District of Arkansas
 13 against Arvest, alleging violations of the Texas Debt Collection Act (“TDCA”). *Robert Lange v. Arvest*
 14 *Central Mortgage Co.*, No. 4:20-cv-293-LPR (E.D. Ark.). Although the three putative class actions were
 15 brought separately, each is based on one allegation: Arvest charged and collected millions of dollars in \$5
 16 and \$10 Pay-to-Pay Fees from homeowners, in addition to their regular mortgage payments, and Plaintiffs
 17 allege that this practice violated the laws of California, Florida, and Texas, and breached their mortgage
 18 agreements. Arvest denies the allegations in the complaints and denies any wrongdoing.

19 Before this Court, Arvest moved to dismiss the complaint filed by Plaintiff Lembeck, Plaintiff
 20 Lembeck opposed, and the Court held a hearing on October 22, 2020. *See* Dkts. 24, 39, 45-46. On
 21 November 3, 2020, the Court issued an order granting in part and denying in part the motion, permitting
 22 all but one of Plaintiff Lembeck’s claims to proceed. *See* Dkt. 47. In the *Lange* matter, Arvest moved to
 23 dismiss the Complaint and Plaintiff Lange opposed. *See Lange* Dkts. 13, 16, 19. The *Lange* court has not
 24

25
 26 ¹ Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set
 27 forth in the parties’ Settlement Agreement, attached as Exhibit 1 to the Declaration of Hassan A. Zavareei
 (“Zavareei Decl.”).

1 ruled. *See Lange* Dkt. 35. In the *Miller* matter, Arvest removed the case to federal court and moved to
 2 dismiss. Plaintiff Miller moved to remand and opposed the motion to dismiss. The *Miller* court remanded
 3 the case to state court on December 18, 2020. After the Parties reached the proposed Settlement, the
 4 Parties agreed that, to preserve the resources of the Parties and the Court, Plaintiffs' claims should be
 5 consolidated and a single Settlement Agreement considered and approved by one Court, rather than
 6 proceeding piecemeal. Thus, in advance of this Motion, the Plaintiffs filed the current operative Amended
 7 Complaint consolidating their claims before this Court and notified the *Lange* and *Miller* courts of the
 8 pending Settlement.

9 The proposed Settlement was negotiated during a full-day mediation before an experienced
 10 mediator, Jed. D. Melnick of JAMS. In advance of that mediation, Arvest provided Plaintiffs with
 11 informal discovery demonstrating the size of the Settlement Class and the amount of damages in issue.
 12 Following the mediations, the Parties continued to negotiate the details of the Settlement, before arriving
 13 at the Settlement Agreement currently before the Court.

14 **II. SETTLEMENT TERMS**

15 **A. The Proposed Settlement Class**

16 The Settlement Agreement contemplates certification of the following Settlement Class for
 17 settlement purposes only:

18 All persons who (1) were borrowers on residential mortgage loans on properties located in Florida,
 19 Texas, or California to which Arvest acquired servicing rights, and (2) paid a fee to Arvest for
 20 making a loan payment by telephone, IVR, or the internet, between January 1, 2017 and December
 31, 2020.

21 The proposed Settlement Class is identical to the class definition included in the Amended Complaint.

22 **B. Benefits to the Settlement Class**

23 The Settlement Agreement, if approved, will create a \$1,474,314 common fund and will resolve
 24 the claims of Plaintiffs and the Settlement Class Members deriving from Arvest's practice of charging fees
 25 for making mortgage payments online, over the phone, or IVR ("Pay-to-Pay Fees"). The common fund,
 26 which represents approximately 49.7% of damages, will provide cash payments to Settlement Class
 27 Members, as well as Administrative Costs to provide notice and administer the settlement, and any Fee

1 and Expense Award and Service Awards that this Court approves. Settlement Class Members need not
 2 submit a claim form in order to receive monetary compensation *pro rata* according to the amount of Pay-
 3 to-Pay Fees they were charged. As of January 1, 2021, Defendant has ceased charging or collecting Pay-to-
 4 Pay Fees to any Settlement Class Member and to any borrower in California, Florida, and Texas. As a
 5 result of this Settlement, Defendant agrees to refrain from the charging or collection of Pay-to-Pay Fees
 6 from borrowers in California, Florida, and Texas for a period of at least three years after entry of the Final
 7 Approval Order.²

8 **C. Settlement Administrator and Administration Costs**

9 The proposed Settlement Administrator is KCC Class Action Services, LLC (“KCC”), a leading
 10 class action settlement administration firm in the United States. The Parties reviewed proposals from three
 11 prominent settlement administrators before deciding on KCC based on overall cost and value to the
 12 Settlement Class. The Administrative Costs will be paid from the Gross Settlement Fund.

13 **D. Class Member Release**

14 In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be
 15 deemed to have released the Released Entities from all claims that were or could have been asserted by the
 16 Class Representatives or Settlement Class Members arising out of, based upon, or related in any way to the
 17 charging, collection, or attempted collection of Pay-to-Pay Fees from the beginning of the world to the
 18 Effective Date, which the Settlement Class Member ever had or may have in the future.

19 **E. Notice to the Settlement Class**

20 Notice was sent to Settlement Class members pursuant to the Settlement Agreement and the
 21 Court’s Order granting preliminary approval. The Class Notice consisted of direct notice in the form of
 22 Postcard Notice and Email Notice, as well as a Settlement Website where Class Members could view and
 23 request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the
 24 Settlement Agreement and the procedures to opt out and object. The Notices further explained the
 25

26 ² Arvest has also ceased charging Pay-to-Pay Fees in the rest of the country.
 27

1 amount of the Settlement, the plan of allocation, Class Counsel's intent to apply for an award of attorneys'
2 fees and expenses (and in what amount), and that the Class Representatives would apply for Service
3 Awards. Notice was also provided to any state and federal officers as required by the Class Action
4 Fairness Act, 28 U.S.C. § 1715.

5 **F. Attorneys' Fees and Costs and Service Award**

6 The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys' fees,
7 as well as documented, customary costs incurred by Class Counsel. The Settlement Agreement provides
8 that Class Counsel may seek attorneys' fees in an amount not to exceed one third of the Gross Settlement
9 Fund (33.33%) as well as reasonable expenses incurred in the litigation. Any approved Fee and Expense
10 Award will be paid from the Gross Settlement Fund prior to distribution to the Settlement Class
11 Members. The Settlement Agreement also authorizes Class Counsel to petition the Court for up to \$5,000
12 each for Valerie Lembeck, Andrew Miller, and Robert Lange as Service Awards as compensation for their
13 time and effort in the Action. Any approved awards will be deduced from the Gross Settlement Fund
14 prior to distribution to the Settlement Class Members. Neither final approval, nor the size of the Common
15 Fund, are contingent upon approval of the full amount of requested Fee and Expense Award or Service
16 Awards.

17 **III. LEGAL STANDARD FOR FINAL APPROVAL**

18 The Ninth Circuit has a strong judicial policy favoring the settlement of class actions. *See In re*
19 *Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1269,
20 1276 (9th Cir. 1992). The settlement of complex cases greatly contributes to the efficient utilization of
21 scarce judicial resources and achieves the speedy provision of justice. Federal Rule of Civil Procedure 23
22 requires court approval of a class action settlement, a decision that is committed to the sound discretion of
23 the trial judge. Fed. R. Civ. P. 23(e). *See also In re Mego Fin. Corp.*, 213 F.3d 454, 458 (9th Cir. 2000)
24 (recognizing that the trial judge is "exposed to the litigants, and their strategies, positions, and proof").

25 Courts in the Ninth Circuit consider specific factors when approving a settlement. *See e.g., In re*
26 *Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 964 (9th Cir. 2011) (citing *Churchill Vill., L.L.C. v. Gen.*
27 *Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)); *Avina*, 2019 WL 8163642, at *5. These factors include: (1) the

1 strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3)
 2 the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the
 3 extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel;
 4 (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed
 5 settlement. *See Churchill Vill.*, 361 F.3d at 575; *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).
 6 Rule 23, as amended in 2018, provides additional guidance to federal courts considering whether to grant
 7 preliminary approval of a class action settlement. *See Fed. R. Civ. P. 23(e)3*. Those factors include whether:
 8 (A) the class representative and class counsel have adequately represented the class; (B) the proposal was
 9 negotiated at arm's length; (C) the relief provided is adequate; and (D) whether the proposed settlement
 10 treats class members equitably relative to each other.

11 When approving a class settlement, Courts in the Ninth Circuit must also assess whether the
 12 settlement is adequate for class members by weighing the proposed attorney's fees against the relief
 13 provided to the class. *Briseno v. Henderson*, 998 F.3d 1014, 1023-24 (9th Cir. 2001)(quoting Fed. R. Civ. P.
 14 23(e)(2)(c)(iii)). To make this assessment, the court assesses whether any of the "red flags" established in
 15 *In re Bluetooth Headset Products Liability Litigation*, 654 F.3d 935 (9th Cir. 2011), are present: (1) class counsel
 16 receives "a disproportionate distribution of the settlement"; (2) there is a clear sailing provision "under
 17 which the defendant agrees not to challenge a request for an agreed-upon attorney's fee"; and (3) the
 18 settlement contains a reverter allowing unawarded fees to return to the defendant and not the class. *Id.* at
 19 1023 (quoting *Bluetooth*, 654 F.3d at 947).

20 **IV. FINDINGS AND ORDERS**

21 The Court finds that the Settlement Agreement is fair, reasonable, and adequate and warrants final
 22 approval.

23 1. The Court finds that the Settlement was negotiated at arm's length before an experienced
 24 mediator and between experienced and sophisticated counsel. "The assistance of an experienced mediator
 25 in the settlement process confirms that the settlement is non-collusive." *Adams v. Inter-Con Sec. Sys. Inc.*,
 26 No. C-06-05248-MHP, 2007 WL 3225466, at *3 (N.D. Cal. Oct. 30, 2007). *See also Coborst v. BRE Props.*,
 27 No. 3:10-CV-2666-JM-BGS, 2011 WL 7061923, at *12 (S.D. Cal. Nov. 9, 2011) ("[V]oluntary mediation

1 before a retired judge in which the parties reached an agreement-in-principle to settle the claims in the
2 litigation are highly indicative of fairness.”). The Ninth Circuit puts “a good deal of stock in the product
3 of an arm’s-length, non-collusive, negotiated resolution” in approving a class action settlement. *Rodriguez v.*
4 *West Pub’lg Corp.*, 563 F.3d 948, 965 (9th Cir. 2009); *see* Fed. R. Civ. P. 23(e)(2)(B). Based on the vigorous
5 litigation of the issues, the exchange of informal discovery, and the rigorous negotiations before Mr.
6 Melnick described in Plaintiffs’ submission, the Court finds that the Settlement was negotiated at arms’
7 length and under circumstances evidencing a lack of collusion. This conclusion is furthered by the fact
8 that it appears the factors under *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011) are
9 satisfied.

10 2. The Court finds that the Settlement is fair, reasonable, and adequate when balanced against
11 the probable outcome of further litigation, liability, and damages issues, and potential appeals of rulings.
12 The amount offered in Settlement represents 49.7% of damages, as well as significant injunctive relief.
13 Plaintiffs’ motion describes the legal issues that would be decided before this Court and before the *Lange*
14 and *Miller* courts should the settlement not be approved, both on the merits and at class certification.
15 While litigation presents serious risks at many stages, not to mention substantial expense and delay
16 without any guarantee of additional benefit to the Settlement Class, the Settlement provides immediate
17 and substantial benefits to over 48,000 Settlement Class Members. Further, continued litigation would
18 likely take several years to resolve and involve expensive discovery. “Regardless of the risk, litigation is
19 always expensive, and both sides would bear those costs if the litigation continued.” *Paz v. AG Adriano*
20 *Goldschmeid, Inc.*, No. 14CV1372DMS(DHB), 2016 WL 4427439, at *5 (S.D. Cal. Feb. 29, 2016). It is
21 “plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks avoided
22 here outweigh the opportunity to pursue potentially more favorable results through full adjudication.”
23 *Dennis v. Kellogg Co.*, No. 09-cv-1786-L(WMc), 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013). “Here,
24 as with most class actions, there was risk to both sides in continuing towards trial. The settlement avoids
25 uncertainty for all parties involved.” *Chester v. TJX Cos.*, No. 5:15-cv-01437-ODW(DTB), 2017 WL
26 6205788, at *6 (C.D. Cal. Dec. 5, 2017). The Court also affords substantial weight to the views of Class
27 Counsel, who support the Settlement.

1 3. The Court finds that early resolution of this Action will conserve the resources of the
2 Parties and the Court, while at the same time, the Parties have vigorously litigated the legal issues and
3 Arvest provided sufficient informal discovery to permit Class Counsel and the Court to intelligently
4 evaluate the Settlement offered against the risks and benefits of continued litigation.

5 3. The Court finds that the Parties' proposed allocation of the Settlement is fair and
6 reasonable. Payments will be made on a *pro rata* basis depending on the number of Pay-to-Pay Fees each
7 Settlement Class Member paid. According to this allocation, Class Members are treated fairly as to one
8 another because they are compensated according to the amount of Pay-to-Pay Fees they were charged. *See*
9 Fed. R. Civ. P. 23(e)(2)(D). This method is consistent with the distribution of common funds in other fee
10 cases. *See, e.g., Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280-BAS-RBB, 2018 WL 2269958, at *3 (S.D.
11 Cal. May 28, 2019) (approving settlement from which class members would receive *pro rata* distribution of
12 common fund based on number of fees paid); *Walters v. Target Corp.*, No. 3:16-cv-1678-L-MDD, 2019 WL
13 6696192, at * (S.D. Cal. Dec. 6, 2019) (same). A *pro rata* distribution means that Settlement Class Members
14 who paid more Pay-to-Pay Fees will receive a relatively larger share of the Net Settlement Fund, and those
15 who paid fewer will receive less. This allocation treats Settlement Class Members equitably.

16 4. The Court finds that the Class Representatives and Class Counsel have adequately
17 represented the proposed Settlement Class. *See* Fed. R. Civ. P. 23(e)(2)(A). Class Counsel are experienced
18 and sophisticated, with years of experience in complex class action litigation and litigation involving
19 mortgage servicers, financial institutions, and fees. The Class Representatives have also supervised the
20 litigation by reviewing pleadings, reviewing the Settlement, and communicating with Class Counsel
21 regarding the litigation. Prior to their final approval motion, the Class Representatives submitted
22 declarations detailing their involvement in the litigation.

23 5. For the reasons discussed on the record, the Court finds that a fee award of no
24 greater than 25% of the settlement fund is appropriate.

25
26 6. Class Counsel are entitled to reimbursement of reasonable out-of-pocket expenses. Fed. R.
27 Civ. P. 23(h); *see Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (holding that attorneys may recover

1 reasonable expenses that would typically be billed to paying clients in non-contingency matters.); *Van*
2 *Vranken*, 901 F. Supp. at 299 (approving reasonable costs in class action settlement). Costs compensable
3 under Rule 23(h) include “nontaxable costs that are authorized by law or by the parties’ agreement.” Fed.
4 R. Civ. P. 23(h). Here, class counsel seeks reimbursement of \$16,148.45 in litigation expenses, which
5 includes the cost of a private mediator. They have provided records that document their claim. See
6 *Simplicio Decl.* ¶29; *Kauffman Decl.* ¶ 29. The court therefore finds that these submissions support an
7 award of \$16,148.45 in costs.

8 7. The district court must evaluate named plaintiffs’ payments individually, using relevant
9 factors including “the actions the plaintiff has taken to protect the interests of the class, the degree to
10 which the class has benefitted from those actions, . . . [and] the amount of time and effort the plaintiff
11 expended in pursuing the litigation.” *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). “Such awards
12 are discretionary . . . and are intended to compensate class representatives for work done on behalf of the
13 class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
14 recognize their willingness to act as a private attorney general.” *Rodriguez v. West Publishing Corp.*, 563 F.3d
15 948, 958-959 (9th Cir. 2009). The Ninth Circuit recently emphasized that district courts must “scrutiniz[e]
16 all incentive awards to determine whether they destroy the adequacy of the class representatives.” *Radcliffe*
17 *v. Experian Info. Solutions*, 715 F.3d 1157, 1163 (9th Cir. 2013). Here, the Plaintiffs came forward to
18 represent the interests of thousands of others, with very little personally to gain, as their individual alleged
19 damages were very small. Before and during litigation, Plaintiffs had their highly sensitive financial
20 information regarding their mortgage agreements inspected. Plaintiffs participated in the litigation by
21 reviewing the complaint and other filings and making themselves available to assist with discovery. And
22 Plaintiffs all worked with counsel to initiate separate cases in their home states, taking the substantial risk
23 they might, at a minimum, lose their case and pay the other side’s costs. Thus, the Court approves a
24 \$3,000 award each for Ms. Lembeck, Mr. Lange, and Mr. Miller.

25 8. The Court finds that the settlement itself avoids the issues identified by the Ninth Circuit
26 in *Briseno*, and is adequate for class members when the proposed attorneys’ fees are compared against
27 relief provided for the class. Class Counsel are not receiving a disproportionate amount of the Settlement,

1 there is no clear sailing provision, and no part of the Settlement Fund reverts to the Defendant. There is
2 no evidence that Class Counsel colluded with Defendants to prioritize the interests of the attorneys in this
3 matter over those of the class. And the injunctive relief here appears to have real value.

4 9. The Court confirms the certification for settlement purposes of the Settlement Class.

5 10. The Court confirms the appointment of Valerie Lembeck, Robert Lange, and Andrew
6 Miller as Class Representatives.

7 11. The Court confirms the appointment of Hassan A. Zavareei and Kristen G. Simplicio of
8 Tycko & Zavareei LLP, and James L. Kauffman of Bailey & Glasser LLP, as Class Counsel.

9 12. The Court finds that a 10% withholding of the distribution of attorneys' fees and costs is
10 appropriate until after Plaintiffs' counsel has filed a Post-Distribution Accounting in Accordance with the
11 Northern District of California's Procedural Guidance for Class Action Settlements. In this matter,
12 withholding 10% of fees is reasonable given Class Counsel's experience and the relatively small dollar
13 value of the Settlement Fund.

14 13. The Court finds that the approved Class Notice constituted the best notice practicable
15 under the circumstances and was in full compliance with the applicable laws and the requirements of due
16 process. The Court further finds that the Class Notice fully and accurately informed the Settlement Class
17 Members of all material elements of the proposed Settlement, of their right to be excluded from the
18 Settlement, and of their right and opportunity to object to the Settlement. The Court also finds that the
19 Class Notice complied with the Class Action Fairness Act, 28 U.S.C. § 1715.

20 14. All timely objections have been considered and are overruled.

21 15. All members of the Settlement Class who timely requested exclusion are excluded from
22 the Settlement.

23 16. The Court confirms the *cy pres* recipient as NeighborWorks America.

24 17. All Settlement Class Members who did not timely request exclusion are hereby bound by
25 the terms of the Settlement Agreement, including the release.

26 Accordingly, the Court having considered the Unopposed Motion for Preliminary Approval of
27 Class Action Settlement and Certification of the Settlement Class, it is hereby ORDERED that:

1 1. The Motion is GRANTED;

2 2. The proposed Settlement is approved as being fair, reasonable, and adequate pursuant to
 3 Rule 23(e);

4 3. Valerie Lembeck, Andrew Miller, and Robert Lange are confirmed as Class Representatives;

5 4. Hassan A. Zavareei, Kristen G. Simplicio, and James L. Kauffman are confirmed as Class
 6 Counsel;

7 5. The Court awards \$368,578.50 in attorneys' fees and \$16,148.44 in reimbursed costs to
 8 Class Counsel;

9 6. The Court approves Service Awards to Valerie Lembeck, Robert Lange, and Andrew Miller
 10 of \$3,000 each;

11 7. Without affecting the finality of the Court's judgment in any way, the Court retains
 12 jurisdiction over this matter for purposes of resolving issues related to interpretation, administration,
 13 implementation, effectuation, and enforcement of the Settlement;

14 8. Within 21 days after the distribution of settlement funds and payment of any award of
 15 attorneys' fees, the Parties are ordered to file a Post-Distribution Accounting in accordance with the
 16 Northern District of California Procedural Guidance for Class Action Settlements and post the Post-
 17 Distribution Accounting to the Settlement Website;

18 9. Ten percent (10%) if the Attorneys Fees and Costs shall be withheld and not distributed to
 19 Class Counsel until after the Post-Distribution Accounting is filed, upon further order of this Court;

20 10. Based on the foregoing, the Court sets the following schedule:

21 Settlement Effective Date	September 27, 2021
22 Settlement Administrator shall calculate the Net 23 Settlement Fund	September 10, 2021
24 Settlement Administrator shall pay by wire any 25 Fee and Expense Award (less the 10% 26 withholding) and Service Awards approved by 27 Court	October 4, 2021

1	Settlement Administrator shall send Class	October 11, 2021
2	Counsel final list of each Settlement Class	
3	Member, their percentage of the Net	
4	Settlement Fund, and their payment amount	
5	Settlement Administrator shall email Class	October 11, 2021
6	Members allowing them to select digital	
7	payment method and informing them if they do	
8	not, their payment will be received via check	
9	Settlement Administrator shall effectuate	October 27, 2021
10	payments for Class Members who selected	
11	digital payment option and mail checks to Class	
12	Members who did not select the digital	
13	payment option	
14	Settlement Administrator shall void individual,	January 25, 2022
15	uncashed checks	
16	Settlement Administrator shall effectuate a	April 25, 2022
17	secondary distribution or administer remaining	
18	funds to NeighborWorks America	
19		
20	Class Counsel shall file a Post-Distribution	May 16, 2022
21	Accounting and place it on the Settlement	
22	Website and proposed order regarding the	
23	release of the balance of attorneys' fees and	
24	costs	
25	Settlement Administrator shall pay by wire	By order of the Court following the Post-
26	balance of attorneys' fees and costs	Distribution Accounting

27

1 11. This Action is **DISMISSED WITH PREJUDICE**,
2 **IT IS SO ORDERED.**

3
4 Dated: 08/26/2021



Hon. Vince Chhabria
United States District Judge

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27