

THE LAW OFFICES OF TODD M. FRIEDMAN, PC
WOODLAND HILLS, CA 91367

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**UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALFRED ZAKLIT AND JESSY
ZAKLIT, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

NATIONSTAR MORTGAGE LLC
and DOES 1 through 10, inclusive, and
each of them,

Defendants.

Case No 5:15-CV-02190-CAS-KK

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
FINAL JUDGMENT**

Assigned to the Hon. Christina A. Snyder

**DATE: AUGUST 19, 2019
TIME: 9:00 A.M.
COURTROOM: 8D**

1 Plaintiffs have filed a Motion for an Order Granting Final Approval of
2 Class Action Settlement, Conditionally Certifying Proposed Settlement Class,
3 Approving Motion for Attorneys’ Fees and Costs, and granting Incentive Award
4 (“Motion”). Having reviewed the Motion and supporting materials, the Court
5 determines and orders as follows:

6 On _____, this Court entered an Order Granting Preliminary Approval of
7 Settlement, resulting in certification of the following provisional Settlement Class:

8 *“All individuals who, from October 23, 2014 to May 1, 2016,*
9 *while physically present in California and using a cellular device*
10 *with a California area code, participated for the first time in an*
11 *outbound telephone conversation with a representative of*
12 *Defendant or its agent who were recording the conversation*
13 *without first informing the individual that the conversation was*
14 *being recorded. ”*

15 Membership in the Settlement Class consists exclusively of individuals
16 provided by Defendants to the Settlement Administrator, as set forth in the
17 Agreement. The Court further approved the form of, and directed the parties to
18 provide, the proposed Class Notice to the Class, which informed Settlement Class
19 Members of: (a) the proposed Settlement, and the Settlement’s key terms; (b) the
20 date, time, and location of the Final Approval Hearing; (c) the right of any
21 Settlement Class Member to object to the proposed Settlement, and an explanation
22 of the procedures to exercise that right; (d) the right of any Settlement Class
23 Member to exclude themselves from the proposed Settlement; and an explanation
24 of the procedures to exercise that right; and (e) an explanation of the procedures
25 for Settlement Class Members to participate in the proposed Settlement.

26 No objections have been made, timely or otherwise, pursuant to the Class
27 Notice sent to the Settlement Class members, nor did any objectors appear at the
28 time of the hearing.

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1 This matter having come before the Court for hearing pursuant to the Order
2 of this Court dated _____, for approval of the settlement set forth in the
3 Settlement Agreement and Release (“Settlement”), and due and adequate notice
4 having been given to the Settlement Class Members as required in said Order, and
5 the Court having considered all papers filed and proceedings had herein and
6 otherwise being fully informed of the promises and good cause appearing
7 therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

- 8 1. This Court has jurisdiction over the subject matter of the Action and over all
9 of the parties to the Action.
- 10 2. The Court finds that the Settlement Class is properly certified as a class for
11 settlement purposes only.
- 12 3. The Class Notice provided to the Settlement Class conforms with the
13 requirements of Fed. Rule Civ. Proc. 23, the California and United States
14 Constitutions, and any other applicable law, and constitutes the best notice
15 practicable under the circumstances, by providing individual notice to all
16 Settlement Class Members who could be identified through reasonable
17 effort, and by providing due and adequate notice of the proceedings and of
18 the matters set forth therein to the other Settlement Class Members. The
19 notice fully satisfied the requirements of Due Process.No Settlement Class
20 Members have objected to the terms of the Settlement.
- 21 4. No Settlement Class Members have requested exclusion from the
22 Settlement.
- 23 5. The Court finds that Defendant properly and timely notified the appropriate
24 government officials of the Settlement Agreement, pursuant to the Class
25 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has
26 reviewed the substance of Defendant’s notice, and finds that it complied
27 with all applicable requirements of CAFA. Further, more than ninety (90)
28

1 days have elapsed since Defendant provided notice pursuant to CAFA and
2 the Final Approval Hearing.

3 6. The Court finds the Settlement was entered into in good faith, that the
4 settlement is fair, reasonable and adequate, and that the Settlement satisfies
5 the standards and applicable requirements for final approval of this class
6 action settlement under California law, including the provisions of Fed. Rule
7 Civ. Proc. 23. The Court finds that the consideration to be paid to members
8 of the Settlement Class is reasonable and in the best interests of the
9 Settlement Class Members considering the disputed facts and circumstances
10 of and affirmative defenses asserted in the Action and the potential risks and
11 likelihood of success of pursuing litigation on the merits.

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

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

26 9. The terms of the Settlement Agreement and of this Final Order, including all
27 exhibits thereto, shall be forever binding in all pending and future lawsuits
28 maintained by the Named Plaintiff and all other Settlement Class Members,

1 as well as their family members, heirs, administrators, successors, and
2 assigns.

3 10. Upon entry of this Order, compensation to the participating Settlement Class
4 Members shall be effected pursuant to the terms of the Settlement.

5 11. In addition to any recovery that Plaintiffs may receive under the Settlement,
6 and in recognition of the Plaintiffs' efforts and risks taken on behalf of the
7 Settlement Class, the Court hereby approves the payment of a Service
8 Award to Plaintiffs, in the amount of \$10,000 per Class Representative.

9 12. The Court approves the payment of attorneys' fees to Class Counsel in the
10 sum of \$2,145,000.00, and the reimbursement of litigation expenses in the
11 sum of \$25,046.52.

12 13. The Court approves and orders payment in an amount commensurate with
13 Epiq Systems, Inc.'s actual costs, and not to exceed \$200,000 to Epiq
14 Systems, Inc. for performance of its settlement claims administration
15 services.

16 14. Upon the Effective Date, the Plaintiffs and Settlement Class Members,
17 [except the excluded individuals referenced in paragraph 4 of this Order],
18 shall have, by operation of this Order and the accompanying Judgment,
19 fully, finally and forever released, relinquished, and discharged Defendant
20 from all claims or liabilities arising from or related to the facts,
21 circumstances or subject matter of this Action, as set forth in the Settlement
22 Agreement. Upon the Effective Date, all Settlement Class Members shall be
23 and are hereby permanently barred and enjoined from the institution or
24 prosecution of any and all Released Claims that are released under the terms
25 of the Settlement. This Lawsuit and all claims of Plaintiffs and the
26 Settlement Class Members are hereby dismissed with prejudice.
27 Furthermore, Plaintiffs and all Settlement Class Members are hereby barred
28 and permanently enjoined from (a) filing, commencing, prosecuting,

1 intervening in, promoting, or participating (as class members or otherwise)
2 in any lawsuit in any jurisdiction based on or arising out of the claims and
3 causes of action, or the facts and circumstances relating thereto, in this
4 Action; and (b) organizing Settlement Class Members who have not been
5 excluded from the Settlement Class into a separate class for purposes of
6 pursuing as a purported class action any lawsuit (including by seeking to
7 amend a pending complaint to include class allegations, or seeking class
8 certification in a pending action) based on or relating to the claims and
9 causes of action, or the facts and circumstances relating thereto, in this
10 Action.

11 15.This Final Order and the Settlement Agreement (including the exhibits
12 thereto) may be filed in any action against or by any Released Party (as that
13 term is defined herein and the Settlement Agreement) to support a defense of
14 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar
15 or reduction, or any theory of claim preclusion or issue preclusion or similar
16 defense or counterclaim.

17 16.This Order, the Settlement, and any and all negotiations, statements,
18 documents, and/or proceedings in connection with this Settlement are not,
19 and shall not be construed as, an admission by Defendant of any liability or
20 wrongdoing in this or in any other proceeding.

21 17.Upon completion of administration of the Settlement, the Parties shall file a
22 declaration setting forth that claims have been paid and that the terms of the
23 Settlement have been completed.

24 18.This Judgment is intended to be a final disposition of the above captioned
25 action in its entirety, and is intended to be immediately appealable.

26 19.This Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the settlement, and any and all claims,
28 asserted in, arising out of, or related to the subject matter of the lawsuit,

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including but not limited to all matters related to the Settlement and the determination of all controversies related thereto.

IT IS SO ORDERED.

Dated: _____, 2019

Honorable Christina A. Snyder
United States District Court Judge