# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (FOR GROUP 1 CLASS MEMBERS)

This Notice concerns a proposed class action settlement ("Settlement") in a lawsuit entitled *Moyer, et al. v. Mr. Cooper Group, Inc., as successor in interest to Home Point Financial Corporation, f/k/a Maverick Funding Corporation*, Civil Action No. 1:20-cv-03449-RDB, pending in the U.S. District Court for the District of Maryland (the "Lawsuit"). If you were a borrower or co-borrower on a residential mortgage loan from Maverick Funding Corporation ("Maverick") or Maverick's successor, Home Point Financial Corporation ("Home Point"), that was closed by All Star Title ("All Star") between January 1, 2014 and August 8, 2016, you may be eligible for benefits under the Settlement. Mr. Cooper acquired Home Point's parent company on August 1, 2023.

## A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

What is the Lawsuit about? The Plaintiffs in the Lawsuit allege that between January 1, 2014 and August 8, 2016, All Star provided unlawful benefits to certain employees, officers and/or agents of Maverick or Home Point, in exchange for their agreement to refer borrowers to All Star for title and settlement services of their residential mortgage loans ("the alleged referral scheme"), and that Maverick and Home Point should be held liable for the alleged referral scheme. Home Point, along with its predecessors and successors, dispute the allegations in the Lawsuit and all allegations of wrongdoing, and denies that it is or may be liable for any of the claims or alleged conduct asserted therein. The Court has not made any judgment or other determination of the liability of Home Point or Maverick in the Lawsuit.

Why did I get this Notice? You received this Notice because Maverick and Home Point's records show that you are a potential member of the Settlement Class described below. This Notice is intended to generally describe the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations.

Who is part of the Settlement Class? The Settlement Class (defined in the Settlement Agreement) includes all individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C § 2602) originated by, brokered by, and/or otherwise obtained from Home Point Financial Corporation f/k/a Maverick Funding Corporation, for which All Star Title, Inc. provided title or settlement services, as identified on the borrower's HUD-1 or Closing Disclosure, between January 1, 2014, and August 8, 2016. Exempted from this class are: (1) any person who, during the period of January 1, 2014 and August 8, 2016, was an employee, officer, member, and/or agent of Home Point Financial Corporation, Maverick Funding Corporation, or All Star Title, Inc., or any of their subsidiary, parent or affiliate entities; (2) any judicial officer who handles this Lawsuit, and the immediate family members of such judicial officer(s); and/or (3) anyone who has elected to be excluded from the Settlement Class pursuant to the Request for Exclusion procedures as defined below. (defined below).

You are receiving this notice because you are potential member of the Settlement Class based on the records of Class Counsel, Maverick and/or Home Point and your loan was originated by a Home Point branch associated with Group 1 (as defined in the Settlement Agreement).

## YOU DO NOT NEED TO SUBMIT A CLAIM TO RECEIVE SETTLEMENT BENEFITS UNDER THE SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GROUP 1 CLASS MEMBERS NEED NOT MAKE A CLAIM	If the Court gives final approval to the Settlement and after all potential appeals are exhausted (if any are filed), Group 1 Class Members who do not opt-out will automatically be eligible to receive the Settlement Benefits (described below) under the Settlement without submitting a claim.	Anticipated payment date: approximately 21 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed).
IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST MAIL A REQUEST FOR EXCLUSION BY NO LATER THAN SEPTEMBER 5, 2024	This is the only option that allows you to retain your rights to independently sue Home Point and Maverick or their successors about the claims in this Lawsuit. In order to exclude yourself from the Settlement, you must follow the procedure described below and mail your Request for Exclusion to the Settlement Administrator at PO Box 201, Lightfoot, VA 23090-0201.	The Exclusion Deadline for Requests for Exclusion to be mailed to the Settlement Administrator is:  SEPTEMBER 5, 2024
IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FILE YOUR WRITTEN OBJECTION WITH THE COURT BY NO LATER THAN SEPTEMBER 5, 2024	If you do not file a Request for Exclusion, you may write to the Court about why you object to (i.e., don't like) the Settlement and think it should not be approved. You must follow the procedure described below for objecting to the Settlement and file your written objection with the Court at U.S. District Court for the District of Maryland, Northern Division, 101 West Lombard Street, Baltimore, MD 21201. You must also mail copies of your written objection to Class Counsel, and Counsel for Home Point and Maverick at these addresses:	The Objection Deadline for the Filing of Objections with the Court:  SEPTEMBER 5, 2024
	Class CounselCounsel for Home Point and MaverickMichael Paul SmithThomas V. PanoffMelissa EnglishSheppard Mullin Richter & Hampton LLPSmith, Gildea & Schmidt, LLC321 N Clark St 32nd Floor600 Washington Ave, Suite 200Chicago, IL 60654Towson, MD 21204	
IF YOU WISH TO ATTEND THE "FINAL FAIRNESS HEARING" ON THE SETTLEMENT	The Court will hold a "Final Fairness Hearing" to consider the Settlement, Class Counsel's request for attorneys' fees and expenses, and the Class Representatives' request for service awards. You may, but are not required to, speak at the Final Fairness Hearing, if you have filed a timely written objection with the Court. If you intend to speak at the Final Fairness Hearing, you must include your intention to do so in your written objection that you submit to the Court.	Scheduled Date of Final Fairness Hearing:  11 a.m. on OCTOBER 15, 2024

#### IF YOU DO NOTHING AND ARE A GROUP 1 CLASS MEMBER

If you do not timely exclude yourself from the Settlement and the Court gives final approval to the Settlement at or after the Final Fairness Hearing, you will not be able to sue Home Point or Maverick or their successors for the Released Claims under the Settlement, but you will still be eligible to receive the Settlement Benefits described below..

These Rights and Options are explained in more detail below.

If you have questions concerning the Settlement, you may contact the Settlement Administrator at: (410) 807-8074 or you can contact Class Counsel for the Settlement at: 410-821-0070 or mpsmith@sgs-law.com. You may also obtain more information about the Settlement, including a copy of the Settlement Agreement and the Motions and Court Orders relating thereto, through the Settlement Administrator's website at www.HomePointAllStarSettlement.com

The Court has preliminarily approved the Settlement and will decide later whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and only after any appeals, if any are filed, are resolved in favor of the Settlement. **Please be patient.** 

You can also access the filings in the Lawsuit through the Court's public access service, known as PACER, which allows users to obtain case and docket information online through the PACER Case Locator at https://www.pacer.gov/.

## PLEASE DO NOT CALL THE COURT FOR INFORMATION ABOUT THE SETTLEMENT.

#### 1. What is this lawsuit about?

The Plaintiffs in the Lawsuit allege that between January 1, 2014 and August 8, 2016, All Star provided unlawful benefits to certain employees, officers and/or agents of Maverick or Home Point, in exchange for their agreement to refer borrowers to All Star for title and settlement services of their residential mortgage loans ("the alleged referral scheme"), and that Maverick and Home Point should be held liable for the alleged referral scheme. Home Point and Maverick, along with their successors and predecessors, dispute the allegations in the Lawsuit and all allegations of wrongdoing, and denies that it is or may be liable for any of the claims or alleged conduct asserted therein. The Court has not made any judgment or other determination of the liability of any defendant in the Lawsuit.

#### 2. What is a class action?

In a class action lawsuit, one or more people called Plaintiffs sue on behalf of themselves and all others who may have similar claims. A court can certify a class for purposes of settling claims in a lawsuit. That is what has happened in this case.

## 3. Why is there a Settlement?

To avoid the costs and uncertainties of the Lawsuit, the Plaintiffs, their attorneys, and Home Point and Maverick and their successors have agreed to resolve the disputed claims involving Home Point and Maverick, along with their successors and predecessors, in the Lawsuit through a settlement. The Settlement allows for the Settlement Class to receive relief through the benefits provided under the Settlement and described in Section 5 of this notice (once the Settlement becomes final and effective), rather than years from now, if ever, insofar as it is unknown whether the Plaintiffs would succeed in the Lawsuit. In granting preliminary approval to the Settlement, the Court has preliminarily determined that the Settlement is fair and reasonable.

## 4. How do I know if I am part of the Settlement?

Class Members are:

All individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C § 2602) originated by, brokered by, and/or otherwise obtained from Home Point Financial Corporation f/k/a Maverick Funding Corporation, for which All Star Title, Inc. provided title or settlement services, as identified on the borrower's HUD-1 or Closing Disclosure, between January 1, 2014, and August 8, 2016. Exempted from this class are: (1) any person who, during the period of January 1, 2014 and August 8, 2016, was an employee, officer, member, and/or agent of Home Point Financial Corporation, Maverick Funding Corporation, or All Star Title, Inc., or any of their subsidiary, parent or affiliate entities; (2) any judicial officer who handles this Lawsuit, and the immediate family members of such judicial officer(s); and/or (3) anyone who has elected to be excluded from the Settlement Class pursuant to the Request for Exclusion (as defined in the Settlement Agreement). If a copy of this Notice was addressed and mailed to you, then, according to the records of Class Counsel, Maverick and/or Home Point, you are a potential Class Member assigned to Group 1.

## 5. What relief does the Settlement provide to Group 1 Settlement Class Members?

The Settlement provides for the following Settlement Benefits:

Group 1: Borrowers (with their co-borrowers, if any, although only one recovery per loan) whose mortgage loans were originated by the Home Point/Maverick branch at 1820 Lancaster Street, Baltimore, Maryland or the Home Point/Maverick branch at 6833 Clark State Road, Blacklick, Ohio, and who do not timely exclude themselves from the Settlement, are eligible to receive an amount equal to \$1,095.00.

The Settlement Benefits described above will be funded by Home Point's successor through a fund (the "Common Fund") administered by a Court-appointed Settlement Administrator.

The payment of Settlement Benefits is based upon the Settlement receiving final approval, and such approval being upheld on appeal (if any are filed) or any such time to appeal expiring. Any amount remaining in the Common Fund after the payment of benefits will be returned to Home Point's successor as set forth in the Settlement Agreement.

## 6. Who represents the Settlement Class in the Lawsuit?

The Settlement Class is represented by Class Representatives, who are the Plaintiffs in the Lawsuit. The appointed Class Representatives are Sandra Moyer, Richard Martin, Terry Patterson, Jr., and Yvonne Matthew.

The Court has also appointed Plaintiffs' Counsel to serve as Class Counsel for the Settlement Class: Michael Paul Smith and Melissa L. English, of the law firm Smith Gildea & Schmidt, LLC, and Timothy F. Maloney and Veronica B. Nannis, of the law firm Joseph, Greenwald & Laake, P.A.

Class counsel may be contacted as follows:

By telephone to: (410) 821-0070 By email to: mpsmith@sgs-law.com

By mail to: Michael Paul Smith, Smith Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, MD 21204.

## 7. Will the Settlement Class Representatives receive any compensation for their efforts in bringing this Action?

The Class Representatives will request a Service Award of up to \$1,500 each (i.e., up to \$6,000 in total) for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to any amount to be paid to each of the Class Representatives at or after the Final Fairness Hearing. These payments will be paid in addition to, not out of, the Settlement Benefits available to Class Members.

## 8. How will Class Counsel be paid?

Class Counsel will ask the Court to give final approval of the Settlement at the Final Fairness Hearing and will also ask the Court for an award of attorneys' fees and expenses in the amount of four hundred fifty thousand dollars (\$450,000.00). The Court will make the final decision as to any sum up to that amount to be paid to Class Counsel at or after the Final Fairness Hearing. This payment will be paid in addition to, and not out of, the Settlement Benefits available to Class Members.

## 9. How do I get paid Settlement Benefits under the Settlement?

If you are a Group 1 Settlement Class Member and do not timely exclude yourself from the Settlement, you (jointly with your co-borrower, if any) will be paid the Settlement Benefit described in Section 5 above by the Settlement Administrator from the Common Fund approximately 21 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed). The benefits will be issued automatically and there is no requirement to submit a claim or documentation.

## 10. What do Settlement Class Members give up to obtain relief under the Settlement?

If the Settlement receives final approval, the Court will enter a Final Order and Judgment dismissing the Action "with prejudice" (i.e., meaning that it cannot be filed again).

Upon the entry of the Final Order and Judgment, the Settlement provides that the Class Representatives and all Class Members who do not timely exclude themselves from the Settlement, and all of their respective heirs, executors, personal representatives, agents, successors, and assigns (together "the Releasors"), and Class Counsel, shall by virtue of this Settlement and its Final Approval, fully release, remise, resolve, waive, acquit, and forever discharge Home Point, its predecessors, successors, assigns, parents, subsidiaries, affiliates, and all of their respective past, present and future agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together "the Releasees") of and from any and all the Released Claims (as defined below)...

The term "Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, and whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that any of the Releasors have, had, and/or may have against any of the Releasees related to: (a) the matters alleged and claims asserted in the Lawsuit and/or matters and claims that could have been alleged therein based in whole or in part on the facts alleged in the complaints filed in the Lawsuit; (b) the origination and servicing of the loans that are the subject of the Lawsuit; (c) All Star Title's closing of and/or provision of settlement and/or title services on the Home Point loans that are the subject of the Settlement; (d) the referral of business to All Star from Home Point and/or any of its employees, agents, owners, officers or directors and/or any of its predecessors or affiliated entities on the Home Point loans that are the subject of the Settlement (e) any benefit(s), payment(s), and/or thing(s) of value received by Home Point and/or any of its employees, agents, owners, officers or directors from All Star Title and/or any of its related or affiliated entities on the Home Point loans that are the subject of the Settlement; and (f) any benefit(s), payment(s), and/or thing(s) of value received by All Star Title or any of its related or affiliated entities from Home Point and/or any of its employees, agents, owners, officers or directors on the Home Point loans that are the subject of the Settlement; and (g) any representation or omission concerning the loans that are the subject of the Settlement or the services provided by All Star or any of its employees, agents, owners, officers or directors and or any of its related or affiliated entities (collectively the "Released Claims"). The Parties shall request that this Release be included in the Final Approval Order and Final Judgment Order entered in these cases.

The Released Claims also release, waive, and relinquish, to the fullest extent permitted by law the rights, protections, and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, whether federal or state. Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

As part of the Settlement, the Class Representatives, for themselves and all Settlement Class Members who do not timely exclude themselves from the Settlement, have agreed and acknowledged the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with the release, waivers and relinquishment stated above, the Class Representatives also acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever, all Released Claims with respect to the Releasees and, in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts at a later time.

If you exclude yourself from the Settlement Class, you will retain the right to bring a claim against All Star and Home Point, Maverick and their successors relating to the Released Claims, but you would not have representation provided for you through this lawsuit, and you would be responsible for hiring your own attorney, at your own expense.

#### 11. How do Settlement Class Members exclude themselves from the Settlement?

Any member of the Settlement Class shall have the right to opt-out or exclude themselves from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator at the following address:

Home Point – All Star Title Settlement, The Casey Group, Ltd, PO Box 201, Lightfoot, VA 23090-0201

Requests for Exclusion must be received by the Settlement Administrator no later than the Exclusion Deadline of September 5, 2024 and must be personally signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their mortgage loan. Requests for Exclusion must also include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, the address of the property which secured their mortgage loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Settlement Class and their co-borrower(s), if any, wish to opt-out of the Settlement Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

If you submit a timely and valid Request for Exclusion, you will not be a part of the Settlement, will not be eligible to receive Settlement Benefits, will not be bound by the Final Order and Judgment entered in the Lawsuit, and will not be precluded from suing on the Released Claims at your own cost.

#### 12. How do I tell the Court that I do not like (object to) the Settlement?

At the date, time, and location stated below, the Court will hold a Final Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and expenses, and a service award to the Class Representative.

If you have not submitted a timely and valid Request for Exclusion and wish to object to the Settlement, you must file with or mail to the U.S. District Court for the District of Maryland, Northern Division, 101 West Lombard St, Baltimore, MD 21201, and also mail to Class Counsel, Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, MD 21204, and to Counsel for Defendant, Thomas V. Panoff, Sheppard Mullin Richter & Hampton LLP, 321 North Clark Street, Chicago, Illinois 60654, a written objection ("Objection") by **the Objection Deadline of September 5, 2024**, that complies with the following requirements. All Objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority or evidence that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, the address of the property which secured their mortgage loan, and a statement of whether the objector or any attorney hired by the objector intends to appear at the Final Fairness Hearing, at which time their objections will be considered, if not previously withdrawn.

You may, but need not, submit your written objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your own attorney's fees and costs. Objections filed by attorneys registered for e-filing with this Court on behalf of Settlement Class Members must be filed through the Court's electronic court filing ("ECF") system. An objection filed with the Court via ECF may redact the objector's telephone number or email address, so long as the unredacted version is mailed to Class Counsel and counsel for Defendant.

## IF YOU DO NOT TIMELY AND PROPERLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE SETTLEMENT AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL FAIRNESS HEARING.

You are not required to appear at the Final Fairness Hearing. But, if you file and mail a timely objection that complies with this paragraph, you may appear at the Final Fairness Hearing, either in person or through an attorney of your own choice hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement, or to the award of attorneys' fees, expenses, and costs or to the service awards to the Plaintiffs.

If you and/or your attorney intend to appear at the Final Fairness Hearing, you must state in your written objection that you and/or your attorney intend to appear and speak at the Final Fairness Hearing.

## 13. What is the difference between excluding myself and objecting to the Settlement?

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

## 14. When and where will the Final Fairness Hearing occur?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representatives.

The Final Fairness Hearing will take place at 11 a.m. on Tuesday, October 15,2024 in Courtroom 5D of the United States Courthouse, 101 West Lombard St, Baltimore, MD 21201. The hearing may be postponed to a different date, time, or location as may be reflected on the online docket for the Lawsuit accessible through PACER. Please check the Settlement Administrator's website at www.HomePointAllStarSettlement.com for updates about the Settlement generally or the Final Fairness Hearing specifically.

At that hearing, the Court will be available to consider objections concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 12 of this Notice, you may speak at the Final Fairness Hearing only if (a) you have timely filed your written objection with the Court and timely mailed your written objection to Class Counsel and Counsel for Defendant and (b) you followed the procedures set forth above for notifying the Court and the parties that you intend to speak at the Final Fairness Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Fairness Hearing.

## GETTING MORE INFORMATION & UPDATED INFORMATION ABOUT THE SETTLEMENT

To see a copy of the Settlement Agreement (which defines capitalized terms used in this notice and provides a brief summary of what has happened in the Lawsuit), the Court's preliminary approval order, Class Counsel's application for attorneys' fees and costs, the operative complaint filed in the Lawsuit, and other filings regarding the Settlement, please visit the Settlement Administrator's Website located at **www.HomePointAllStarSettlement.com**. Alternatively, you may contact the Settlement Administrator at (410) 807-8074.

The above description of the Lawsuit is general and does not cover all of the issues and proceedings that have occurred in the Lawsuit. In order to see the complete file for the Lawsuit, you may access it online through the PACER system at http://pacer.psc.uscourts.gov/. You may also contact Class Counsel by calling 410-821-0070.

## DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO COUNSEL FOR DEFENDANT OR THE COURT.

Dated: July 1, 2024 By: Order of the U.S. District Court

for the District of Maryland Honorable Richard D. Bennett United States District Judge