

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

SANDRA MOYER, *et al.*,

*Plaintiffs,*

v.

MR. COOPER GROUP, INC. f/k/a  
HOME POINT FINANCIAL CORP. f/k/a  
MAVERICK FUNDING CORP.,

*Defendant.*

Civil Action No.: 1:20-cv-03449-RDB

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**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT  
OF ALL CLAIMS ASSERTED AGAINST MR. COOPER GROUP, INC. f/k/a HOME  
POINT FINANCIAL CORP. f/k/a MAVERICK FUNDING CORP**

UPON CONSIDERATION of the Joint Motion for Preliminary Approval of Class Action Settlement of All Claims and accompanying Memorandum, ECF No. 97 (the “Motion”), in the above-captioned case, filed jointly herein by Plaintiffs and Defendant, it is hereby ORDERED, this 1st day of July, 2024, that:

1. The Preliminary Approval Motion is GRANTED.
2. The Court preliminarily finds, pursuant to Fed. R. Civ. P. 23(e), that the settlement reflected in the Settlement Agreement dated as of June 21, 2024 (the “Settlement” or “Settlement Agreement”) and filed as Exhibit 1 to the Memorandum of Law Supporting Joint Motion for Preliminary Approval of Class Action Settlement, ECF No. 97-1, constitutes a fair, reasonable, and adequate settlement of disputed and complex claims.
3. The Court further finds that the Settlement Class shall be the class of borrowers certified by this Court on October 11, 2023 (ECF No. 74) plus those six borrowers on the Settlement Class List with settlement dates between February 29, 2016 and August 8, 2016, with

the additional exclusion of “any judicial officer who handles this case, and the immediate family members of such judicial officer(s),” and defined as:

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).

(hereinafter the “Settlement Class”).

4. The Settlement Class shall be divided into two groups for settlement purposes, which are hereby defined as:

- a. Group 1: those 222 Class Members whose mortgage loans were originated by a branch led by loan officer John Sebeck or the Blacklick, Ohio branch of Maverick Funding Corporation. The transactions in Group 1 are identified in Exhibit A to the Settlement Agreement; and
- b. Group 2: those 451 Class Members who are not part of Group 1. The transactions in Group 2 are identified in Exhibit B to the Settlement Agreement.

5. The Court finds that Settlement was reached through an arms-length negotiation after due investigation by Plaintiffs’ Counsel and that the Settlement provides significant benefits for the Settlement Class as described in Section 7 of the Settlement Agreement.

6. The Court appoints The Casey Group as the Settlement Administrator. The Settlement Administrator shall undertake those duties as are defined in Section 10 of the Settlement

Agreement, including undertaking address verifications for members of the Settlement Class, conducting appropriate research to correct incorrect addresses and timely mailing second notices where required, sending the Notice pursuant to Section 11 of the Settlement Agreement, accepting and reporting on Requests for Exclusion received by the Exclusion Deadline, opening an account for the deposit of the Common Fund, remitting payment from the Common Fund for Settlement Benefits and other types of payments payable to eligible members of the Settlement Class, Class Representatives, and Class Counsel, preparing declarations and affidavits necessary to present to the Court with respect to the Settlement Administrator's duties and fulfillment thereof in support of final approval of the Settlement, preparing and issuing applicable tax documents, and such other duties as are provided for under the Settlement Agreement. The Settlement Administrator will be retained and paid, for costs and expenses, by Class Counsel, and Home Point agrees to reimburse Class Counsel for said costs and expenses up to \$15,000.00 or such lesser amount(s) as actually incurred, pursuant to Section 10.2 of the Settlement Agreement.

7. The Court finds that the Notice Plan proposed by the parties in Section 11 of the Settlement Agreement, which requires that a Notice to be mailed to each Settlement Class Member's last known address available for the primary borrower and posted on the Settlement Website, constitutes a best practicable notice of the proposed Settlement and is thus approved by the Court under Fed. R. Civ. P. 23(e).

8. The Court hereby approves (a) the proposed Notice for mailing to members of Group 1 that is attached to the Settlement Agreement as Exhibit C, and (b) the proposed Notice for mailing to members of Group 2 that is attached to the Settlement Agreement as Exhibit D, with the instruction to the Settlement Administrator to insert the Objection Deadline, Exclusion

Deadline, and date and location of the Final Fairness Hearing as specified therein and as established in Sections 18 and 22 of this Order.

9. Settlement Class Members shall have the right to opt out of the Settlement by sending a written Request for Exclusion to the Settlement Administrator at the address identified in the Notice. Requests for Exclusion must be signed by the person requesting exclusion from the Class and any co-borrower(s) (unless there is a certification that any co-borrower not signing is deceased or disabled such that they cannot sign) on their Home Point mortgage loan and must include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their Home Point mortgage loan, the address of the property which secured their Home Point mortgage loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Class and their co-borrower(s), if any, wish to opt-out of the Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

10. A person who submits a valid and timely Request for Exclusion shall not be bound by the Settlement Agreement or any Final Approval Order and Judgment relating thereto. Such persons also will not be entitled to receive any Settlement Benefits under the Settlement Agreement.

11. Any Settlement Class member who does not properly and timely submit a Request for Exclusion shall be automatically included in the Settlement and shall be bound by all the terms and provisions of the Settlement Agreement, this Order Granting Preliminary Approval of Settlement, and any Final Approval Order and Judgment, whether or not such Settlement Class member received actual notice or objected to the Settlement. Those Class members who do not properly and timely submit Requests for Exclusion by the Exclusion Deadline are hereby

preliminarily enjoined from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 16 of the Settlement Agreement from the date of this Order until the entry of an Order by this Court granting Final Approval to the Settlement.

12. If more than five percent (5%) of Settlement Class Members submit timely and valid requests for Exclusion, Home Point shall have the option to withdraw from the Settlement upon written notice to the Court filed within fourteen (14) days of the Exclusion Deadline.

13. Settlement Class Members who do not request to be excluded from the Settlement may object to the Settlement. Settlement Class Members who choose to object to the Settlement must do so by filing a written objection with the Court at the address listed in the Notice and by mailing a copy thereof to each Party's counsel. All Objections must be signed by the person(s) making the objection or an attorney, legal guardian, or other person legally 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 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 Home Point mortgage loan, the address of the property which secured their Home Point mortgage loan, and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed and all of their co-borrower(s), if any, object to the Settlement and intend to appear at the Final Fairness Hearing, at which time their Objections will be considered, if not previously withdrawn.

14. Any Settlement Class Members who do not file a timely and adequate Objection in accordance with this Order waive the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

15. Those Settlement Class Members who do not submit timely and valid Requests for Exclusion by the Exclusion Deadline are hereby preliminarily enjoined from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 16 of the Settlement Agreement from the date of this Order until the entry of an Order by this Court granting Final Approval to the Settlement or Home Point's withdrawal from the Settlement pursuant to Section 14 of this Order, whichever first occurs.

16. A Final Fairness Hearing on the Settlement will be held before this Court in Courtroom 5D at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, MD 21201, on Tuesday, October 15, 2024 at 11:00 a.m. or such other later date or other location as may be set by the Court and reflected on the online Docket for this case. The Final Fairness Hearing may also be held telephonically, by videoconferencing or other method reasonable under the circumstances and pursuant to any Standing Orders of the Court. Should the Final Fairness Hearing be held by any method other than in person hearing, the Court shall issue notice to the Parties who will in turn cause the Settlement Administrator to publish on the Settlement Website instructions for Class Members' attendance and participation in the Final Fairness Hearing in accordance with any applicable provisions of the Settlement Agreement.

17. At the Final Fairness Hearing, the Court will consider, *inter alia*, the following: (a) any timely objections to the fairness, reasonableness, and adequacy of the Settlement; (b) the dismissal with prejudice of this action as to Defendant Home Point; (c) whether Class Counsel's petition for attorneys' fees and expenses should be granted and any objections or opposition thereto; (d) whether the Class Representatives' petition for a service award should be granted and any objections or opposition thereto; (e) whether to grant final approval to the Settlement and to

the release of claims as set forth in Section 16 of the Settlement Agreement; (f) whether to permanently enjoin all Settlement Class Members who have not submitted timely and valid Requests for Exclusion from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 16 of the Settlement Agreement; and (g) whether the Court should enter an order expressly determining that there is no just reason for delay and expressly directing that any judgment by the Court approving the Settlement should be deemed a final judgment under Fed. R. Civ. P. 54(b) with respect to all Released Claims as defined in Section 16 of the Settlement.

18. In the event that the Settlement does not receive Final Approval or the Orders of the Court approving the Settlement do not reach Finality, the Settlement shall terminate and be deemed of no effect, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Litigation or otherwise, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing immediately prior to the execution of this Settlement. However, any provisions of the Settlement Agreement which expressly state that they survive termination shall remain in effect as to the named Plaintiffs and the Defendant.

19. Counsel for the Parties are directed to maintain in confidence and shall not produce to any persons or entities who are not a party to the Settlement (other than the Settlement Administrator), any personal, confidential, or financial information relating to Settlement Class Members now or hereafter acquired by them absent a specific Court order requiring the production of such information, after using their best efforts to resist the production thereof, and then only if such information is redacted to the extent feasible. This does not restrict Defendant from submitting information required by statute to be included in notices to government officials

pursuant to the Class Action Fairness Act nor restrict Defendant from complying with any other applicable statute, regulation, request from a regulator or court order.

20. The following dates and deadlines are established by the Court in connection with the Settlement, which may be modified by the court for good cause, and any other deadlines set forth in Settlement Agreement but not listed below are hereby adopted by the Court:

- Deadline for Completion of the Notice Plan: 21 days from the date of this Order;
- Deadline for Requests of Exclusion: 45 days after the date the Notice is mailed to the Settlement Class;
- Deadlines for the filing of Objections: 45 days after the date the Notice is mailed to the Settlement Class;
- Deadline for the filing of the Petition for Class Counsel's Fees and Costs: no later than 14 days before the Final Fairness Hearing;
- Deadline for the filing of the Petition for Class Representatives' Service Awards: no later than 14 days before the Final Fairness Hearing;
- Deadline for filing of the Motion Seeking Final Approval of Settlement: not less than 14 days prior to the Final Fairness Hearing; and
- Deadline for serving the CAFA Notice: within 14 days after the filing of the Motion for Preliminary Approval.
- Final Fairness Hearing: not less than 100 days after the filing of the Motion for Preliminary Approval, presently scheduled for Tuesday, October 15, 2024 at 11:00 AM.

/s/

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Hon. Richard D. Bennett  
United States District Judge