

DANIEL S. ROBINSON, State Bar No. 244245
drobinson@robinsonfirm.com
WESLEY K. POLISCHUK, State Bar No. 254121
wpolischuk@robinsonfirm.com
ROBINSON CALCAGNIE, INC.
19 Corporate Plaza Drive
Newport Beach, CA 92660
Telephone: (949) 720-1288
Facsimile: (949) 720-1292

WAYNE R. GROSS, State Bar No. 138828
WGross@ggtriallaw.com
EVAN C. BORGES, State Bar No. 128706
EBorges@GGTrialLaw.com
GREENBERG GROSS LLP
650 Town Center Drive, Suite 1750
Costa Mesa, CA 92626
Telephone: (949) 383-2800
Facsimile: (949) 383-2801

*Attorneys for Plaintiffs Sheri Dodge, Neil Dodge,
Ram Agrawal, Sarita Agrawal and All Others
Similarly Situated*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SHERI DODGE and NEIL DODGE,
and RAM AGRAWAL and SARITA
AGRAWAL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PHH CORPORATION, a Maryland
corporation; REALOGY HOLDINGS
CORP., a Delaware corporation; PHH
HOME LOANS LLC, a Delaware
limited liability company; PHH
MORTGAGE CORPORATION, a
New Jersey corporation; RMR
FINANCIAL, LLC, a California
limited liability company; NE MOVES
MORTGAGE LLC, a Massachusetts
limited liability company; PHH
BROKER PARTNER
CORPORATION, a Maryland
corporation; REALOGY GROUP
LLC, a Delaware limited liability

Case No. 8:15-CV-01973-FMO-AFM

**DECLARATION OF DANIEL S.
ROBINSON IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF CLASS NOTICE**

Date: September 14, 2017
Time: 10:00 a.m.

Judge: Hon. Fernando M. Olguin
Ctmm: 6D, 6th Floor – 1st Street

1 company; REALOGY
2 INTERMEDIATE HOLDINGS LLC,
3 a Delaware limited liability company;
4 TITLE RESOURCE GROUP LLC, a
5 Delaware limited liability company;
6 WEST COAST ESCROW
7 COMPANY, a California corporation;
8 TRG SERVICES ESCROW, INC., a
9 Delaware corporation; EQUITY
10 TITLE COMPANY, a California
11 corporation; NRT LLC, a Delaware
12 limited liability company; REALOGY
13 SERVICES GROUP LLC, a Delaware
14 limited liability company; REALOGY
15 SERVICES VENTURE PARTNER
16 LLC, a Delaware limited liability
17 company,

18 Defendants.

19 I, Daniel S. Robinson, declare as follows:

20 1. I am an attorney duly licensed to practice before all courts of the State
21 of California and am admitted to practice in this Court. I am a partner at Robinson
22 Calcagnie, Inc., and am one of the proposed Class Counsel and one of the counsel of
23 record for Plaintiffs in this case. I have personal knowledge of the matters stated
24 herein and, if called upon, I could and would competently testify thereto. I submit
25 this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class
26 Action Settlement, Certification of Settlement Class, and Approval of Class Notice.

27 2. Attached as **Exhibit 1** is a true and correct copy of my firm's resume,
28 which includes my curriculum vitae.

29 3. Attached as **Exhibit 2** is a true and correct copy of Greenberg Gross
30 LLP's firm resume, which includes Evan Borges' curriculum vitae.

31 4. This Action was hard-fought from the beginning. Defendants, and their
32 affiliates, consist of some of the country's largest title insurance and settlement
33 service providers and are represented by some of the largest and most preeminent law
34 firms in the country. Defendants vigorously sought to dismiss Plaintiffs' claims, and

1 even successfully moved the Court to dismiss Plaintiffs' First Amended Complaint
2 with leave to replead. However, Plaintiffs fought back and successfully opposed
3 Defendants' attempt to dismiss the Third Amended Complaint.

4 5. This proposed Settlement is the result of five months of vigorous
5 negotiations that began at a private mediation on January 31, 2017, and culminated at
6 a settlement conference before the Honorable Jay C. Gandhi on May 19, 2017. With
7 this Settlement, Plaintiffs have secured a significant recovery for putative Class
8 Members that ranks as one of the highest per person RESPA settlements.

9 6. Pursuant to the Settlement, Defendants will pay \$17,000,000.00 into a
10 Settlement Fund that will be used to make cash payments to all borrowers who, on or
11 after November 25, 2014 and on or before November 25, 2015, closed on any
12 mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH
13 Home Loans LLC, or their affiliates (including loans where PHH Mortgage
14 Corporation provided origination services on behalf of any PLS Partners), and paid
15 for Title Resource Group LLP or its affiliates to provide title insurance or other
16 Settlement Services in connection with the loan. Excluded from the Class are
17 borrowers who exclude themselves by submitting a request for exclusion that is
18 accepted by the Court.

19 **GENERAL OVERVIEW OF PLAINTIFFS' ALLEGATIONS**

20 7. As detailed in Plaintiffs' Fourth Amended Complaint (Dkt. 115),
21 Plaintiffs alleged that, beginning January 31, 2005, Defendants PHH Corporation,
22 PHH Broker Partner Corp., PHH Mortgage Corp., Realogy Intermediate Holdings
23 LLC, Realogy Holdings Corp., Realogy Group LLC, Realogy Services Venture
24 Partner LLC, Realogy Services Group LLC, Title Resource Group LLC, West Coast
25 Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC,
26 PHH Home Loans, LLC, RMR Financial Corp., and NE Moves Mortgage LLC
27
28

1 (collectively, the “Defendants”)¹ entered into a series of illegal contracts to refer to
2 one another “settlement services,” in exchange for items of value and other
3 contractual benefits (i.e., kickbacks), which constitute *per se* violations of RESPA.

4 8. Specifically, Plaintiffs alleged that PHH and Realogy created an
5 Affiliated Business Arrangement (“ABA”) called PHH Home Loans, which was a
6 sham venture designed to facilitate and disguise the payment of unlawful referral fees
7 and other kickbacks and things of value in exchange for referrals of settlement
8 services to and among the Defendants.²

9 9. Plaintiffs also alleged that, around this time, PHH entered into a Strategic
10 Relationship Agreement (“SRA”) with Cendant Corporation, the former parent of
11 both PHH and Realogy, that provided contractually mandated exchanges of value in
12 violation of RESPA. First, Plaintiffs alleged that, prior to an amendment that occurred
13 on October 21, 2015, PHH was bound to refer all title insurance and settlement
14 services to Realogy’s subsidiary, Title Resource Group LLC (“TRG”). Each customer
15 of PHH Home Loans was also referred to TRG for title insurance and other settlement
16 services. In return, PHH received a variety of monetary and nonmonetary referral fees
17 and kickbacks via its ownership and control of the ABA and PHH’s relationship with
18 Realogy. Pursuant to the SRA, PHH Home Loans was also the exclusively
19 recommended mortgage lender for Realogy’s vast real estate brokerage network.

20 10. Second, PHH managed all aspects of the mortgage process for the PLS
21 Partners. Under this line of business and the SRA, PHH directed the PLS Partners to
22

23 ¹ Defendant PHH Corporation and its subsidiaries and affiliates shall be referred to
24 herein collectively as “PHH”. Defendant Realogy Holdings Corp. and its subsidiaries
25 and affiliates shall be referred to herein collectively as “Realogy”. Defendant PHH
26 Home Loans, LLC, a joint venture between PHH and Realogy shall be referred to
herein as “PHH Home Loans” or “Joint Venture”.

27 ² PHH and Realogy, through their subsidiaries, hold 50.1% and 49.9%, respectively,
28 of the membership interests in PHH Home Loans; and PHH, through its subsidiary,
is the sole Managing Member in control of the venture.

1 refer title insurance and other settlement services to Realogy's subsidiary, TRG,
2 without disclosing to consumers the existence of PHH's affiliation with TRG or the
3 fact that PHH was required to have the PLS Partners refer title insurance and other
4 settlement services to TRG. TRG charged these borrowers for the referred services
5 and PHH received kickbacks and fees for the referrals made in the form of, among
6 other things, the right of first refusal over the purchase of mortgage servicing rights.
7 Defendants have denied these allegations.

8 **THE LITIGATION AND SETTLEMENT NEGOTIATIONS**

9 11. Prior to commencing this Action on November 25, 2015, the law firms
10 of Robinson Calcagnie, Inc. and Greenberg Gross LLP conducted extensive pre-
11 litigation investigation to understand the Defendants' relationships and business
12 practices. This pre-litigation investigation included numerous witness interviews,
13 review of documents such as SEC filings, Internet-based research, and extensive legal
14 research. The law firms of Robinson Calcagnie, Inc. and Greenberg Gross LLP also
15 interviewed and reviewed the loan files of mortgage borrowers and purchasers of
16 settlement services.

17 12. On November 25, 2015, Plaintiffs Lester L. Hall, Jr., and Timothy L.
18 Strader, Sr. and Susan M. Strader, as trustees of the T/S Strader Family Trust,
19 individually and on behalf of a Class of all similarly situated residential mortgage
20 borrowers and purchasers of settlement services from Defendants from January 31,
21 2005 to the present, filed this Class Action Complaint alleging that PHH, Realogy,
22 and PHH Home Loans—and their subsidiaries and affiliates—violated the prohibition
23 on referral fees and kickbacks in connection with residential mortgage loans under
24 the Real Estate Settlement Procedures Act of 1974, as amended, 12 U.S.C. §§ 2601
25 et seq. ("RESPA"), and its implementing regulations, 12 C.F.R. §§ 1024.1 et seq.
26 ("Regulation X") (Dkt. 1).

27 13. On December 10, 2015, Plaintiffs filed their First Amended Complaint
28 (Dkt. 10), which Defendants moved to dismiss on February 5, 2016 on the basis that

1 Plaintiffs failed to plead sufficient facts for equitable tolling of RESPA's one-year
2 statute of limitations. (Dkt. 46). Following the Court's granting of Defendants' motion
3 to dismiss on April 5, 2016, Plaintiffs filed their Second Amended Complaint on April
4 21, 2016 (Dkt. 67), and, pursuant to a joint stipulation granted by the Court, Plaintiffs
5 subsequently filed their Third Amended Complaint on May 12, 2016 (Dkt. 74).
6 Defendants again moved to dismiss on May 26, 2016 (Dkt. 75) on the same grounds.
7 In successfully defending against the motion to dismiss, Plaintiffs argued that under
8 the appropriate Ninth Circuit equitable tolling standard, Plaintiffs had met their
9 burden. The Court denied Defendants' motion to dismiss on October 6, 2016, finding
10 that Defendants' contention regarding equitable tolling for the statute of limitation
11 was "better resolved in either a motion for summary judgment or trial" (Dkt. 90).

12 14. After Defendants' filed Answers to the Third Amended Complaint (Dkt.
13 91-93), the Parties continued a lengthy and highly contested meet and confer
14 regarding the scope of discovery. Plaintiffs' discovery, which included 71 Requests
15 for Production of Documents, was aimed at understanding the schemes and business
16 relationships, including the reasons for them, alleged in Plaintiffs' Fourth Amended
17 Complaint. Specifically, Plaintiffs were seeking exemplars of the different forms,
18 disclosures, and contracts that Defendants provided to residential homebuyers;
19 Defendants' policies, practices, and procedures related to their marketing, referral,
20 and provision of residential mortgage loans and settlement services; Defendants'
21 policies, practices, and procedures related to their operation of the PHH-Realogy-
22 PHH Home Loans joint venture and PHH's PLS Partner business; documents relating
23 to the nature and extent of Defendants' joint venture or relationship agreements
24 amongst themselves, including communications regarding amendments to the
25 agreements in September and October 2015; communications regarding Defendants'
26 SEC filings in November 2015 that disclosed the amendments to Defendants'
27 agreements; communications regarding Defendants' RESPA compliance, including
28 internal communications related to government investigations and that led up to

1 Defendants' amendment of the SRA; and documents showing settlement amounts
2 charged to putative Class Members. Defendants ultimately produced over 35,000
3 pages of documents to Plaintiffs.

4 15. On January 31, 2017, the Parties participated in a private mediation with
5 Viggo Boserup, Esq. Although the Parties did not reach an agreement to settle at that
6 mediation, they continued to participate in negotiations regarding discovery and other
7 issues. On May 19, 2017, the Parties participated in a settlement conference before
8 the Honorable Jay C. Gandhi, which resulted in an agreement to settle this Action.

9 16. Through arm's-length negotiations, the original named plaintiffs agreed
10 to settle their individual claims and the Parties stipulated to the filing of the Fourth
11 Amended Complaint, which was filed on July 31, 2017 (Dkt. 115), that amended
12 certain claims and added Sheri Dodge, Neil Dodge, Ram Agrawal, and Sarita Agrawal
13 as plaintiffs (Dkt. 108). Following the settlement conference, the Parties engaged in
14 confirmatory discovery, including document production, written discovery, and
15 depositions to, among other things, confirm Class Members and the amount each
16 Class Member paid for title- and escrow-related settlement services. The proposed
17 Class Representatives were actively involved with the confirmatory discovery
18 process.

19 **SETTLEMENT TERMS**

20 17. The following is a summary of the terms of the Settlement, as reflected
21 in the Stipulation of Settlement ("Stipulation") and its exhibits. Attached as **Exhibit**
22 **3** is a true and correct copy of the Stipulation.

23 **A. The Class Definition**

24 18. The Settlement Class is defined as follows:

25 All borrowers who, on or after November 25, 2014 and on or before
26 November 25, 2015, closed on any mortgage loan originated by PHH
27 Corporation, PHH Mortgage Corporation, PHH Home Loans LLC, or
28 their affiliates (including loans where PHH Mortgage Corporation
provided origination services on behalf of any PLS Partners), and paid

1 title- and escrow-related charges in connection with that mortgage loan
2 to Title Resource Group LLC or its affiliates. Excluded from the Class
3 are borrowers who exclude themselves by submitting a Request For
Exclusion that is accepted by the Court.

4 19. Through confirmatory discovery, which included written discovery, two
5 30(b)(6) depositions, and independent research, the Parties determined that
6 Defendants' records reflect 32,221 transactions fall within the Settlement Class
7 definition. Borrowers in these transactions are also referred to as "Class Members"
8 or "Authorized Claimants". Defendants' records also reflect 1,014 transactions where
9 (1) the mortgage loan closed on or after November 25, 2014 and on or before
10 November 25, 2015; (2) the mortgage loan was originated by PHH; and (3) TRG
11 provided, *but Defendants' records show the borrower did not pay for*, title insurance
12 or other settlement services in connection with the loan. Although these additional
13 1,014 transactions do not fall within the Settlement Class, there is a possibility that
14 those borrowers may have paid for title insurance or other settlement services. As
15 such, in an abundance of caution, the Parties have agreed to provide notice to those
16 borrowers.

17 20. Throughout the Action, proposed Class Representatives did everything
18 they could to represent the interests of the Class. Proposed Class Representatives
19 provided extensive information regarding their transactions with Defendants,
20 including providing all necessary paperwork and documents relating to their
21 communications with Defendants. Proposed Class Representatives also remained
22 in contact with Plaintiffs' Counsel throughout the litigation, promptly responding to
23 our inquiries for further information and communicating with Plaintiffs' Counsel to
24 keep up to date on the status of the Litigation. Each of the proposed Class
25 Representatives also communicated with Plaintiffs' Counsel regarding the terms of
26 the Settlement and reviewed the Stipulation.

27 ///

28 ///

B. The Settlement Benefits

21. The proposed Settlement requires Defendants to pay \$17,000,000 into a settlement fund from which cash payments will be made to Class Members. Subject to the Court's approval, a portion of the Settlement Fund will be used to pay Class Counsel's attorneys' fees and reasonable Litigation Expenses, including any incentive awards to the Class Representatives. Pursuant to the Stipulation, Class Counsel will file, and Defendants have agreed not to oppose, a Fee and Expense Application that seeks an amount no more than 30% of the Settlement Fund (\$5,100,000). *See* Stipulation, ¶ IV.E.2. This agreement on fees, which would be paid out of the Settlement Fund, was negotiated after an agreement was reached on all material terms of the Settlement. A portion of the Settlement Fund will be used to pay taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members.

1. Plan of Distribution

22. The Parties determined the amount of title- and escrow-related charges each Class Member paid to TRG or its affiliates. This amount, which the Parties refer to as the "Presumptive Allowed Claim", was determined from Defendants' business records maintained and used in the ordinary course of their business activities. This amount reflects the title- and escrow-related charges paid by the Class Member at closing as shown either in Defendants' records of either the 1100 series lines of the HUD-1 Settlement Statement or the section in the Closing Disclosure form corresponding to the title and escrow charges paid by the Class Member. The Notice will identify a Class Member's Presumptive Allowed Claim. Class Members can submit a Claim Form and sufficient documentation to demonstrate that the title- and escrow-related charges they paid to TRG are different than the amount of the Presumptive Allowed Claim. Claim Forms must be postmarked or submitted

1 electronically by a date set by the Court that is no later than 90 calendar days after the
2 mailing of the Notice (the “Bar Date”), signed under penalty of perjury and supported
3 by documentation.

4 23. After the Bar Date, the Claims Administrator will determine each Class
5 Member’s Final Allowed Claim, which will then be added together to calculate the
6 Aggregate Final Allowed Claims. Each Class Member will be entitled to receive a
7 portion of the Net Settlement Fund that represents the same percentage of the Net
8 Settlement Fund as the Class Member’s Final Allowed Claim represents as a
9 percentage of the Aggregate Final Allowed Claims (“Distribution 1”). Within 60 days
10 of the Effective Date, the Claims Administrator shall disburse Distribution 1. While
11 a Class Member’s share of the Net Settlement Fund will depend on, among other
12 things, (i) the number of Class Members who exclude themselves from the Class, (ii)
13 the amount of administrative costs, including the costs of notice, (iii) the amount
14 awarded by the Court for Class Counsel’s attorneys’ fees, reimbursement of Litigation
15 Expenses, and service awards to the Class Representatives, and (iv) the amount of a
16 Class Member’s Final Allowed Claim, Plaintiffs estimate that Class Members will
17 receive between 15% and 20% of their Presumptive Allowed Claim.

18 24. To the extent any monies remain in the Net Settlement Fund more than
19 150 days after Distribution 1 (“Remaining Net Settlement Fund”), a subsequent
20 Settlement Payment (“Distribution 2”) will be made to Authorized Claimants who
21 have cashed their Distribution 1 checks (“Distribution 2 Participants”) so long as the
22 average check amount (Remaining Net Settlement Fund divided by the number of
23 Distribution 2 Participants) is equal to or greater than \$20.00. The Distribution 2
24 check amount for each Distribution 2 Participant will be calculated by dividing the
25 amount of each respective Distribution 1 check by the total amount of all Distribution
26 1 checks cashed (generating each Distribution 2 Participant’s individual percentage
27 of Distribution 1 checks cashed), and multiplying each Distribution 2 Participant’s
28 individual percentage against the Remaining Net Settlement Funds. This process

1 would be repeated for subsequent distributions, if necessary, until the average check
2 in a later distribution is less than \$20.00, at which point the Remaining Net Settlement
3 Fund would be distributed to the designated *cy pres* recipient, Consumer Watchdog,
4 a respected non-profit group that advocates for taxpayer and consumer interests.

5 25. Proposed Class Counsel have retained KCC, LLC, if approved by this
6 Court, to administer the Settlement, including but not limited to the process of
7 receiving, reviewing, and approving or denying claims, under proposed Class
8 Counsel's supervision and subject to the jurisdiction of the Court, and disseminate
9 notice to the Class. The costs of the Claims Administrator will be paid out of the
10 Settlement Fund, and KCC, LLC has agreed to cap its fees at \$160,000. Proposed
11 Class Counsel shall be responsible for supervising the administration of the
12 Settlement and the disbursement of the Net Settlement Fund, subject to Court
13 approval. Proposed Class Counsel shall have the right, but not the obligation, to
14 waive what they deem to be formal or technical defects in any Claim Forms
15 submitted in the interests of achieving substantial justice.

16 2. Notice to Class

17 26. Pursuant to Rule 23(e)(4), the Claims Administrator will provide direct
18 mailed Notice to individuals who on or after November 25, 2014 and on or before
19 November 25, 2015 (1) closed on any mortgage loan originated by PHH Corporation,
20 PHH Mortgage Corporation, PHH Home Loans LLC, or any of their affiliates
21 (including loans where PHH Mortgage Corporation provided origination services on
22 behalf of any PLS Partners), and (2) obtained title insurance or other Settlement
23 Services in connection with that mortgage loan from Title Resource Group LLP or
24 any of its affiliates. A copy of the proposed Notice is attached to the Stipulation as
25 Exhibit A-1.

26 27. While the number of recipients of the proposed Notice exceeds the
27 number of Class Members, the Parties propose sending Notice to individuals that
28 likely fall outside the Settlement Class. And, because the Defendants have a recent

1 mailing address for all of these individuals, the Parties propose only sending out
2 Notice via direct mailing. The Notice, Claim Form and Request for Exclusion Form
3 will be available through the settlement website.

4 28. The Notice is clear, precise, informative, and meets all of the necessary
5 standards. It also includes information such as the case caption; a description of the
6 Class; a description of the claims and the history of the Litigation; a description of the
7 Settlement and the claims being released; the names of Class Counsel; a statement of
8 the maximum amount of attorneys' fees that will be sought by Class Counsel; the
9 amount Class Counsel will seek for incentive awards; the Fairness Hearing date; a
10 description of Class Members' opportunity to appear at the hearing; a statement of
11 the procedures and deadlines for requesting exclusion and filing objections to the
12 Settlement; and the manner in which to obtain further information.

13 **PROPOSED CLASS COUNSEL**

14 29. As indicated by my firm's resume attached hereto as **Exhibit 1**, I have
15 been appointed to leadership positions in numerous state and federal courts, including
16 in complex and multi-district product liability and consumer class action litigation.
17 For instance, I was appointed as Co-Lead Counsel in the *Risperdal® and Invega®*
18 *Product Liability Cases*, JCCP No. 4775; Co-Lead Counsel for *In Re Experian Data*
19 *Breach Litigation* (SACV 15-1592 AG CD CAL); Co-Lead Counsel in the *St. Joseph*
20 *Health System Medical Information Cases*, JCCP No. 4716; Co-Lead Counsel in *In*
21 *re 21st Century Oncology Customer Data Security Breach Litigation*, MDL No. 2737;
22 Plaintiffs' Executive Committee Member in *In re Biomet M2a Magnum Hip Implant*
23 *Products Liability Litigation*, MDL No. 2391; Plaintiffs' Steering Committee
24 Member in the *In re Actos Product Liability Cases*, JCCP No. 4696; Plaintiffs'
25 Steering Committee Member in *In re Fosamax/Alendronate Sodium Drug Cases*,
26 JCCP No. 4644; and Plaintiffs' Executive Committee Member in the *In re Heparin*
27 *Products Liability Litigation*, MDL No. 1953.

1 30. My co-counsel, Evan C. Borges, also has significant experience leading
2 consumer class action lawsuits. Mr. Borges has been appointed as lead trial and
3 litigation counsel in numerous state and federal courts. Mr. Borges has extensive
4 experience a wide range of areas of law, including financial institutions, lender
5 liability, real estate, and consumer class actions. Mr. Borges began his career in 1987
6 in the litigation department of Gibson Dunn & Crutcher. In 1992, he joined a team
7 of private sector attorneys who, in conjunction with the FDIC, liquidated billions of
8 dollars in assets and liabilities of the former American Savings and Loan Association.
9 The liquidation involved bankruptcy, state and federal court proceedings, as well as
10 assets, throughout the United States. Mr. Borges thereafter joined a boutique
11 bankruptcy firm as partner and became head of the firm's litigation department. In
12 2000, Mr. Borges joined Irell & Manella LLP, where he served as lead counsel in
13 numerous high profile, national cases pending in federal and state courts across the
14 United States. The extensive experience and capabilities of both Robinson Calcagnie,
15 Inc. and Greenberg Gross LLP have served, and will continue to serve, the interests
16 of Plaintiffs and the putative Class. As such, I respectfully request to be appointed
17 Class Counsel along with Mr. Borges.

18 31. I believe the Settlement Agreement is fair, reasonable, and adequate; the
19 product of substantial investigation, litigation and arm's-length negotiation; and, most
20 importantly, is in the best interests of Plaintiffs and putative Class Members. Despite
21 my strong belief in the merits of this litigation and likelihood of success as trial, I
22 nonetheless believe that the benefits to Plaintiffs and the putative Class pursuant to
23 the agreed upon terms substantially outweigh the risks of continuing to litigate the
24 claims—namely, the delay that would result before Plaintiffs and putative Class
25 Members receive any benefits should the action proceed to trial; the possibility of a
26 negative outcome at trial; and the possibility of a negative outcome post-trial should
27 Defendants appeal a judgment in favor of the putative Class. This Settlement provides
28 significant benefits now and is in the best interest of all putative Class Members.

1 I declare under penalty of perjury that the foregoing is true and correct.
2 Executed this 25th day of August 2017, at Newport Beach, California.

3
4 
5 DANIEL S. ROBINSON

EXHIBIT 1



ROBINSON CALCAGNIE, INC.

19 CORPORATE PLAZA DRIVE, NEWPORT BEACH, CA 92660
TELEPHONE: (949) 720-1288 • FACSIMILE: (949) 720-1292
WWW.ROBINSONFIRM.COM

PRESIDENT & SHAREHOLDER

MARK P. ROBINSON, JR.

KEVIN F. CALCAGNIE

JEFFREY L. ROBINSON

ALLAN F. DAVIS

DANIEL S. ROBINSON*

*Admitted in CA, NY, PA

SCOT D. WILSON

SHANNON M. LUKEI

MICHELLE M. WEST

Firm Resume

Headquartered in Newport Beach, California, the law firm of Robinson Calcagnie, Inc. is a nationally recognized leader in representing plaintiffs in consumer class actions, catastrophic injury and wrongful death cases. As one of the nation's leading class action and product liability firms, the firm's attorneys and staff have built of a reputation for success in all areas of civil litigation, including numerous high-profile cases. In 1979, Founding and Senior Partner Mark P. Robinson, Jr., obtained an unprecedented \$128 million award in the landmark Ford Pinto fire case of *Grimshaw v. Ford Motor Company* (119 Cal.App.3d 757), which at that time was the largest jury verdict in a personal injury case.

Since 1979, the firm has become known for providing the highest quality legal representation and leadership in coordinated Multidistrict Litigation cases, and for obtaining substantial jury verdicts, judgments and settlements for its clients. The firm leads and litigates cases nationwide, serving as Plaintiffs' Co-Lead Counsel in *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig.* (MDL No. 2151) in the Central District of California, Plaintiffs' Executive Committee Member in *In re GM Ignition Switch Litig.* (MDL No. 2543) in the Southern District of New York, Plaintiffs' Executive Committee Member in *In re DePuy Orthopaedics, Inc., ASR Hip Implant Prods. Liab. Litig.* (MDL No. 2197) in the Northern District of Ohio and Plaintiffs' Executive Committee Member in *In re Actos (Pioglitazone) Prods. Liab. Litig.* (MDL No. 2299) in the Western District of Louisiana.

The firm recently served as Co-Lead Counsel in *St. Joseph Health System Medical Information Cases*, Judicial Council Coordinated Proceeding No. 4716, a data breach class action resulting in a \$39.5 million settlement, including the highest per person cash payment to date in any data breach case.

RECENT LEADERSHIP POSITIONS

Consumer Litigation

Mark P. Robinson, Jr.

- *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2151, United States District Court, Central District of California (Co-Lead Counsel)
- *In re GM Ignition Switch Litig.*, MDL No. 2543, United States District Court, Southern District of New York (Plaintiffs' Executive Committee Member)
- *In re Bridgestone/Firestone Inc., Tires Prods. Liab. Litig.*, MDL No. 1373, United States District Court, Southern District of Indiana (Plaintiffs' Steering Committee Member)
- *In re Tobacco II Cases* (2009) 46 Cal. 4th 298, San Diego County Superior Court (Lead Trial Counsel)
- *County of Los Angeles v. R.J. Reynolds, et al.* (Co-Lead Counsel)
- *Gray Davis, et al. v. R.J. Reynolds, et al.* (Co-Lead Counsel)
- *People of the State of Calif. v. Atlantic Richfield Co.* (Lead Associate Counsel for Orange County District Attorney)
- *People of the State of Cal. v. Shell* (Lead Associate Counsel for Orange County District Attorney)

Daniel S. Robinson

- *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, Orange County Superior Court (Co-Lead Counsel)
- *Blue Cross of California Website Security Cases*, JCCP No. 4647, Orange County Superior Court (Lead Counsel)
- *In re Experian Data Breach Litigation*, Case No. 15-cv-1592, United States District Court, Central District of California (Interim Co-Lead Counsel)
- *In re 21st Century Oncology Customer Data Security Breach Litigation*, MDL No. 2737, United States District Court, Middle District of Florida (Interim Co-Lead Counsel)

Defective Drugs and Devices

Mark P. Robinson, Jr.

- *In re Actos (Pioglitazone) Prods. Liab. Litig.*, MDL No. 2299, United States District Court, Western District of Louisiana (Plaintiffs' Executive Committee Member)
- *In re Bextra and Celebrex Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 1699, United States District Court, Northern District of California (Plaintiffs' Steering Committee Member)
- *In re DePuy Orthopaedics, Inc., ASR Hip Implant Prods. Liab. Litig.*, MDL No. 2197, United States District Court, Northern District of Ohio (Plaintiffs' Executive Committee Member)
- *In re Medtronic, Inc. Sprint Fidelis Leads Prods. Liab. Litig.*, MDL No. 1905, United States District Court, District of Minnesota (Plaintiffs' Steering Committee Member)
- *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657, United States District Court, Eastern District of Louisiana (Plaintiffs' Steering Committee Member)
- *In re Yasmin and YAZ (Drospirenone) Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2100, United States District Court, Southern District of Illinois (Plaintiffs' Steering Committee Member)
- *In re Zolofit (Sertraline Hydrochloride) Prods. Liab. Litig.*, MDL No. 2342, United States District Court, Eastern District of Pennsylvania (Co-Lead Counsel)
- *In re Zyprexa Prods. Liab. Litig.*, MDL No. 1596, United States District Court, Eastern District of New York (Plaintiffs' Steering Committee Member)

Daniel S. Robinson

- *In re Biomet M2a Magnum Hip Implant Prods. Liab. Litig.*, MDL No. 2391, United States District Court, Northern District of Indiana (Plaintiffs' Executive Committee Member)
- *In re Heparin Prods. Liab. Litig.*, MDL No. 1953, United States District Court, Northern District of Ohio (Plaintiffs' Executive Committee Member)
- *Risperdal® and Invega® Product Liability Cases*, JCCP No. 4775, Los Angeles County Superior Court (Co-Lead Counsel)



Mark P. Robinson, Jr.
Founding and Senior Partner

Mark P. Robinson, Jr. is the founder and senior partner of Robinson Calcagnie, Inc. Mr. Robinson earned his Bachelor of Arts degree from Stanford University and graduated *cum laude* from Loyola School of Law. His legal practice is devoted to consumer safety and he has worked on thousands of products liability cases, including the landmark Ford Pinto case, *Grimshaw v. Ford Motor Company*, where a jury in Orange County, California, awarded \$128 million in compensatory and punitive damages. The verdict was recognized by the Association of Trial Lawyers of America as one of the ten most significant civil trials of the past millennium.

19 Corporate Plaza Drive
Newport Beach, CA 92660
(949) 720-1288
mrobinson@robinsonfirm.com

Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Pharmaceutical and Medical
Device

Education

Stanford University – B.A., 1968,
Economics

Loyola Law School – J.D., *cum laude*, 1972

Publications

The Death of the Civil Jury Trial,
Los Angeles Daily Journal (2014)
Why We Need Trial Lawyers, Wall
Street J. (Feb. 24, 2010)
*Catalyst for Change: How Products
Liability Litigation Has Made
Products Safer*, Advocate, CAOC
(Mar. 2010)

Mr. Robinson's other significant trials include: *Anderson v. General Motors*, where a Los Angeles jury awarded \$4.9 billion to burn victims in an automobile crash; *Barnett v. Merck*, a \$51 million verdict in New Orleans federal court against the manufacturer of the prescription drug Vioxx; *Ketchum vs. Hyundai*, where a Los Angeles County jury awarded \$15 million to a young boy paralyzed by a defective seat belt during a collision; *Oliver vs. Nissan*, where a jury returned a \$9 million verdict in a product liability action in Los Angeles County; *Siu v. General Motors*, a \$9 million judgment in a product liability action in San Diego; *Fair v. Ford*, a \$12 million award in a wrongful death action in Kentucky arising from a post-collision fire involving a school bus; and *Solorio v. Nissan, et al.*, an August 9, 2016 \$46 million verdict in a leg-off personal injury action in Riverside County.

Mr. Robinson was the 2014 National President of the American Board of Trial Advocates (ABOTA), a national association of experienced trial lawyers and judges with chapters in all 50 states. He is a Fellow of the American College of Trial Lawyers, a highly selective professional society of trial lawyers and judges (including the justices of the United States Supreme Court) whose members are selected only by invitation. He is a past president of the Orange County Chapter of the American Board of Trial Advocates. In 2011, he was chosen to serve on the Judicial Council of California Court Case Management Internal Committee. In 1999, he was elected to serve as President of the Consumer Attorneys of California (CAOC), formerly the California Trial Lawyers Association.

In June of 2013, Mr. Robinson received the Philip Burton Lifetime Legal Achievement Award from Consumer Watchdog, a national non-profit organization which advocates for taxpayer and consumer interests. In 2011, he was inducted by the California Bar Association Litigation Section into their Trial Lawyer Hall of Fame. In 2010, as well as in 1999, Mr. Robinson received the California Attorney of the Year (CLAY) Award, presented annually by California Lawyer magazine to attorneys whose achievements have made a profound impact on the law. In 2008, he was named California ABOTA Trial Lawyer of the Year for California, and was also honored by the Anti-Defamation League (Orange County/Long Beach) with the Marcus Kaufman Jurisprudence Award. In 2007, he received the Champion of Justice Award from the Civil Justice Program in Southern California.



Kevin F. Calcagnie

Partner

Kevin F. Calcagnie is a partner at Robinson Calcagnie, Inc., specializing in civil litigation with an emphasis in products liability. He received a Bachelor of Arts degree in Business Administration and Finance from California State University at Fullerton, and a Juris Doctor degree from Western State University College of Law, where he served as Editor-in-Chief of the *Western State University Law Review*. He was admitted to the California Bar in 1983, and has been admitted to practice before the United States Supreme Court and the United States Courts of Appeals for the Ninth and Fifth Circuits.

Kevin has been named by the attorney rating service Super Lawyers to their *Top 50 Orange County* and *Top 100 Southern California* lists. In 2010, he was honored as a recipient of one of the *California Lawyer Attorney of the Year (CLAY)* Awards. The CLAY awards are presented annually by *California Lawyer Magazine* to attorneys in various areas of legal practice whose achievements have made a profound impact on the law. In 2011, Kevin was inducted into the Western State University *Alumni Hall of Fame*, and in 2008 he was honored by Cal State University Fullerton's Mihaylo School of Business and Economics as one of their *Alumni at the Top*. He has an AV rating, the highest rating for legal ability and ethical standards under the peer review system of Martindale-Hubbell, the national legal directory.

He was one of the lead attorneys representing the County of Los Angeles in its suit against several tobacco manufacturers, which resulted in a settlement under which the County will receive approximately \$3.3 billion over 25 years. He also served as associate counsel with the Orange County District Attorney's Office in the prosecution of actions against oil companies arising from underground storage tank leakage, and in an action brought on behalf of the People of the State of California against Toyota under California's unfair competition and false advertising laws. He has tried cases in California, Arizona and Texas, and has acted as counsel *pro hac vice* in state and federal courts in several other states. He was co-counsel in the case of *Ketchum vs. Hyundai*, which resulted in a \$15 million jury verdict, as well as *In re Aircrash in Bali, Indonesia*, where a jury in U.S. District Court in Los Angeles found Pan American World Airways liable for willful misconduct in the crash of a jet airliner.

Kevin has three decades of experience in automotive products liability litigation relating to fuel system design, rollover protection, structural crashworthiness, dynamic stability and occupant restraint systems, mass tort litigation involving pharmaceuticals, medical devices and other defective products, and experience in commercial and military aviation accidents, including crashes involving EgyptAir, Alaska Airlines, Pan Am, U.S. Marine Corps helicopters and ultralight aircraft.

He is an adjunct professor at the University of California, Irvine School of Law, and has been a lecturer and writer on topics related to civil litigation for a number of organizations.

19 Corporate Plaza Drive
Newport Beach, CA 92660
(949) 720-1288
kcalcagnie@robinsonfirm.com

Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Pharmaceutical and Medical
Device

Education

**California State University,
Fullerton** – B.A., Business
Administration and Finance

**Western State University
College of Law** – J.D., 1983,
Editor-in-Chief, *Western State
University Law Review*

Publications

*California Practice Guide: Civil
Procedure Before Trial, Claims and
Defenses* (The Rutter Group 2012)

Prods. Liab. Litig.: Product Studies,
Clark Boardman Callaghan (1996)



Daniel S. Robinson

Partner

Daniel S. Robinson is a partner at Robinson Calcagnie, Inc., focusing on civil litigation. Mr. Robinson is admitted to practice law in New York, Pennsylvania and California. Mr. Robinson has conducted several trials to date, including a 17-day trial in 2010 where a Los Angeles jury returned a verdict of \$14,548,350.76 for a plaintiff who became a paraplegic when defendant's SUV ran a stop sign.

Mr. Robinson also handles cases involving significant privacy violations, class actions and general business litigation. On February 10, 2016, Mr. Robinson was appointed Interim Co-lead Counsel in *In re Experian Data Breach Cases* by the Hon. Andrew J. Guilford. On September 12, 2012, Mr. Robinson was appointed Co-Lead Counsel in *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, by the Hon. Kim G. Dunning. On March 14, 2011, Mr. Robinson was appointed Lead Counsel in JCCP 4647, *In Blue Cross of California Website Security Cases*, where he secured millions of dollars in benefits for over 640,000 WellPoint customers whose information and health records were disclosed on the Internet.

In 2015, Mr. Robinson was selected for inclusion in *The Best Lawyers in America*®, a nationwide peer-reviewed survey, which is the third consecutive year he has been included. In June 2015, Mr. Robinson was selected by the *Daily Journal* as one of the Top 25 Plaintiffs Lawyers in California for 2015, and in January 2015, he was named as one of the *Daily Journal's* Top 20 Attorneys Under 40 in California for 2015. He was named a Super Lawyer by *Super Lawyers Magazine* in 2015 and 2014, and a Super Lawyers Rising Star in 2013 and 2012. In 2014, Mr. Robinson received the American Association of Justice Wiedemann & Wysocki Award for demonstrating a "commitment to the profession and support for improving the civil justice system." In 2012, The National Trial Lawyers named Mr. Robinson as one of the Top 40 Lawyers Under 40 in the United States. Mr. Robinson was awarded the 2011 Young Gun Award by the Orange County Trial Lawyers Association for "exceptional trial skills, ideals of legal ethics, and dedication to the principal of preserving access to a justice system for every person."

In 2015, Mr. Robinson was appointed Interim Co-Lead Counsel in *In re Experian Data Breach Litigation*, Case No. 15-cv-1592, by the Hon. Andrew J. Guilford. In 2014, Mr. Robinson was appointed Co-Lead Counsel in the *Risperdal*® and *Invega*® *Product Liability Cases*, JCCP No. 4775, by the Hon. William F. Highberger. In 2012, Mr. Robinson was appointed to the Plaintiffs' Executive Committee in the Biomet M2a Magnum MDL by the Hon. Robert L. Miller, Jr. In 2012, Mr. Robinson was appointed to the Plaintiffs' Steering Committee in *In re Actos Product Liability Cases*, JCCP No. 4696, by the Hon. Kenneth R. Freeman. Mr. Robinson was also selected to the Plaintiffs' Steering Committee in *In re Fosamax/Alendronate Sodium Drug Cases*, JCCP No. 4644. In 2009, Mr. Robinson was appointed to the Plaintiffs' Executive Committee for the Contaminated Heparin Litigation, MDL 1953, by the Hon. James G. Carr.

Before working at Robinson Calcagnie, Inc., Mr. Robinson was a civil litigator at O'Melveny & Myers, LLP, where he handled matters of general business litigation. Prior to that, Mr. Robinson served as an Assistant District Attorney in the New York County District Attorney's Office under the Hon. Robert M. Morgenthau, where Mr. Robinson conducted numerous criminal trials, investigations and grand jury proceedings in the Trial Bureau Division and the Domestic Violence, Public Assistance Fraud, Counterfeit Trafficking, and Identity Theft prosecution units.

19 Corporate Plaza Drive
Newport Beach, CA 92660
(949) 720-1288
drobinson@robinsonfirm.com

Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Consumer and Data Privacy
Pharmaceutical and Medical
Device

Education

Williams College – B.A., 1998,
English

Loyola Law School – J.D.,
Thomas More Society, 2003

Bar Admissions

2004, New York; 2006,
California;
2011, Pennsylvania

Publications

*Using Expert Witnesses, Anatomy
of a Personal Injury Lawsuit*
(AAJ Press 2015)

19 Corporate Plaza Drive | Newport Beach, CA 92660
(949) 720-1288 | www.robinsonfirm.com



Wesley K. Polischuk

Attorney

Wesley K. Polischuk is an attorney at Robinson Calcagnie, Inc. where he represents plaintiffs in product liability, pharmaceutical, medical device and personal injury cases, in addition to class action litigation involving fraud, misrepresentation, consumer and data privacy and other consumer protection.

Specifically, Mr. Polischuk represents plaintiffs involving the following pharmaceuticals and medical devices: YAZ/Yasmin/Ocella (*In re Yasmin and YAZ (Drospirenone) Mktg., Sales Pracs. & Prods. Liab. Litig.*, MDL No. 2100, United States District Court, Southern District of Illinois), DePuy ASR hip implants (*In re DePuy Orthopaedics, Inc., ASR Hip Implant Prods. Liab. Litig.*, MDL No. 2197, United States District Court, Northern District of Ohio), DePuy Pinnacle hip implants (*In re DePuy Orthopaedics, Inc., Pinnacle Hip Implant Prods. Liab. Litig.*, MDL No. 2244, United States District Court, Northern District of Texas), Stryker Rejuvenate hip implants (*In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*, MDL No. 2441, United States District Court, District of Minnesota), Xarelto (*In re Xarelto (Rivaroxaban) Prods. Liab. Litig.*, MDL No. 2592, United States District Court, Eastern District of Louisiana), Risperdal (*Risperdal and Invega Product Liability Cases*, JCCP No. 4775, Los Angeles County Superior Court), Testosterone (*In re Testosterone Replacement Therapy Prods. Liab. Litig.*, MDL No. 2545, United States District Court, Northern District of Illinois), Wright hip implant (*Wright Hip System Cases*, JCCP No. 4710, Los Angeles County Superior Court) and Biomet hip implant (*In re Biomet M2a Magnum Hip Implant Prods. Liab. Litig.*, MDL No. 2391, United States District Court, Northern District of Indiana).

Mr. Polischuk also handles cases involving harm resulting from the wrongful disclosure of personal, health and other protected information. Along with Robinson Calcagnie, Inc. Partner Daniel S. Robinson, he successfully represented tens of thousands of consumers in *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, which resulted in a \$39.5 million settlement on behalf of consumers just prior to the start of trial. Mr. Polischuk was also involved in *Blue Cross of California Website Security Cases*, which resulted in a settlement providing millions of dollars in benefits for over 640,000 WellPoint customers whose information and health records were disclosed on the Internet.

Mr. Polischuk was named a Super Lawyers Rising Star by *Super Lawyers Magazine* from 2013 to 2016. He is an Associate Board Member of the Orange County Bar Foundation, which provides integrated prevention and intervention services to at-risk youth in Orange County that address barriers to education, health, youth crime, teen pregnancy, and substance abuse. He is a member of the American Association for Justice, Consumer Attorneys of California and the Orange County Trial Lawyers Association.

19 Corporate Plaza Drive
Newport Beach, CA 92660
(949) 720-1288
wpolischuk@robinsonfirm.com

Practice Areas

Product Liability
Personal Injury
Consumer Class Actions
Consumer and Data Privacy
Pharmaceutical and Medical
Device

Education

University of California, San Diego – B.A., Department Honors in Economics with Distinction, 2004, Economics

California Western School of Law – J.D., *cum laude*, 2007

Publications

Is Your Client an Online Social Butterfly, Trial (October 2010)

EXHIBIT 2



FIRM RESUME

With offices in Los Angeles and Costa Mesa, California, the law firm of Greenberg Gross LLP represents clients exclusively in high-stakes business litigation.

Founded in 2013, the firm was born from a major trial victory in which the founders, then partners in one of the world's largest law firms, obtained a \$50 million jury verdict on behalf of their client against one of the largest investment fund managers in the country. The firm is dedicated to applying the high level of creativity, commitment and skill exhibited in that victory in every one of its cases, large and small, for plaintiffs or for defendants.

Since its founding, the firm has grown to approximately 20 attorneys. The firm's partners have accomplished backgrounds from the largest law firms in the country as well as the United States Attorney's Office, the common thread being a dedication to excellence and the pursuit of justice in every facet of complex litigation and trial practice. Collectively, the firm's attorneys have significant experience in class actions and other representative litigation, with a particular emphasis on litigation involving financial institutions, as well as consumer and securities cases across a variety of industries.



GREENBERG GROSS LLP



Evan C. Borges

Partner, Orange County

- Business Litigation
- Class Action Litigation
- Securities Litigation
- Financial Services Litigation

Yale Law School, J.D., 1985

University of California, Berkeley, B.A., 1982; Phi Beta Kappa

Clerkship, Law Clerk, United States Court of Appeals for the First Circuit

- Bankruptcy Litigation
- Real Estate Litigation
- Professional Liability Defense
- White Collar Defense

Evan Borges is a trial attorney with three decades of experience in complex business litigation matters. He maintains a national practice, and has served as lead trial and litigation counsel in cases pending in state and federal courts across the United States.

Mr. Borges has litigated cases in a wide range of areas of the law, including shareholder and consumer class actions; private attorney general actions; state attorney general actions; federal agency enforcement actions; securities and investments; fraud; business torts; financial institutions; lender liability; real estate; corporate governance disputes, buy-outs and dissolutions; unfair competition; trade secrets; director and officer liability; bankruptcy; debtor-creditor relations; fraudulent conveyance; professional liability; insurance coverage and bad faith; and trust and probate litigation. His clients include public companies, private businesses, and individuals.

Mr. Borges began his career in 1987 in the litigation department of Gibson Dunn & Crutcher. In 1992, he was recruited by the Bass Organization of Fort Worth, Texas, joining a team of private sector attorneys who, in conjunction with the FDIC, liquidated billions of dollars in assets and liabilities of the former American Savings and Loan Association. In that capacity, Mr. Borges, working with the FDIC, served as fiduciary to protect the interests of U.S. taxpayers.

Mr. Borges thereafter joined a boutique bankruptcy firm as partner and became head of the firm's litigation department. In 2000, Mr. Borges joined Irell & Manella LLP, where he practiced law for 15 years. At Irell, Mr. Borges served as lead counsel in numerous high profile, national cases pending in federal and state courts across the United States.

Evan C. Borges

Representative Matters

- Lead litigation and trial counsel for publicly traded national subprime mortgage lender, First Alliance Mortgage Company (United States District Court, Central District of California). First Alliance had been accused of predatory lending and fraudulent business practices in a series of class actions, private attorney general actions, state attorney general actions, and an FTC action. Borges led the team that, working with the government, structured and implemented settlement of all private class action and governmental claims using a hybrid class action and bankruptcy plan structure.
 - Counsel to investor in action for breach of fiduciary duties against managers of \$1 billion private equity fund (New York State Supreme Court, Commercial Division). Obtained significant preliminary injunction preventing future capital calls, uncovering evidence that led to SEC administrative proceeding against the fund managers.
 - Retained as counsel to specially-appointed chapter 11 trustee, John C. Hueston, in Morgan Drexen bankruptcy case, to investigate fraud by Morgan Drexen, a national debt relief company, and protect interests of consumer victims (U.S. Bankruptcy Court, Central District of California).
 - Obtained summary judgment, on behalf of national bank against guarantors of commercial loan, on fraud and breach of contract claims of over \$40 million (U.S. Bankruptcy Court, Central District of California).
 - Various professional liability representations of regional and national law firms in confidential matters as well as pending litigation (Orange County Superior Court).
 - Represented investors in tax shelter limited partnership, asserting breach of fiduciary duty claims against fund manager (Orange County Superior Court).
 - Represented plaintiff investor in investment fraud, breach of fiduciary duty and securities action against investment promoter; after extended jury trial, obtained compensatory damages and significant punitive damages award (Orange County Superior Court).
 - Represented public company in minority shareholder class action alleging breach of fiduciary duty arising of out reverse triangular merger (Delaware Court of Chancery).
 - Represented member of high profile U.S. family in multi-state trust and probate litigation involving assets worth over \$300 million and claims involving breaches of fiduciary duty by trustees (Los Angeles Superior Court; Orange County Superior Court; Arizona Superior Court, Maricopa County).
 - Lead litigation counsel for chapter 11 debtor, publicly traded computer software company, Peregrine Systems, Inc. Served as fiduciary for creditors and equity stakeholders. Litigated over \$1 billion in claims. (U.S. Bankruptcy Court, District of Delaware).
-



GREENBERG GROSS LLP



Wayne R. Gross

Founding Partner

UC Hastings School of Law, J.D., *magna cum laude*, 1988
University of San Francisco, B.S., *cum laude*, 1985

- Business Litigation
- Financial Services Litigation
- Securities Litigation
- White Collar Litigation

Wayne Gross has been selected to serve as lead trial counsel by companies and executives in their most important business litigation matters, including cases involving the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Federal Trade Commission, the Federal Deposit Insurance Corporation, and the Food and Drug Administration, as well as class actions, cases alleging unfair business practices, and health care litigation. He has been repeatedly recognized for his outstanding trial work, including recently being selected by his peers for inclusion in The Best Lawyers in America 2017. His many trial victories include obtaining, along with his partner Alan Greenberg, a \$50 million jury verdict in a partnership dispute regarding the world-famous Hollywood Palladium. Mr. Gross has also successfully represented clients in consumer class action matters.

As a federal prosecutor, Mr. Gross served in various supervisory positions, including chief of the Orange County Division of the Office of the United States Attorney, Central District of California. During his tenure as a prosecutor, he prosecuted cases of national and international significance, including the UCI Fertility case, the Katarina Witt stalker case, and one of the first criminal trademark infringement cases brought to trial in Southern California. His primary area of emphasis was financial fraud and health care fraud, for which he was presented with awards by two U.S. Attorneys General and the Director of the FBI.

Mr. Gross has served as a law school adjunct professor on the topics of trial advocacy, constitutional law, criminal procedure, and evidence. He served as a law clerk to the Honorable Laughlin E. Waters of the United States District Court, Central District of California.

Mr. Gross served in 2013 as president of the Orange County Bar Association, the second largest bar association in the State of California.



GREENBERG GROSS LLP



Howard M. Privette

**Managing Partner, Los Angeles
Chair, Class Action Practice**

Stanford Law School, J.D., with distinction, 1988
Yale University, M.A. (Economics), 1985
Yale College, B.A., magna cum laude, 1985

- Business Litigation
- Class Action Litigation
- Securities Litigation
- Antitrust and Competition

Selected Securities Class Action Experience

- HOMESTORE.COM, INC. SECURITIES LITIGATION (C.D. Cal.).
- AMGEN, INC. SECURITIES LITIGATION. *Amicus curiae* before the United States Supreme Court.
- CROSSROADS SYSTEMS, INC. SECURITIES LITIGATION. (S.D. Tex.)
- IMPATH, INC. SECURITIES LITIGATION (S.D.N.Y.).
- KEYUAN PETROCHEMICALS, INC. SECURITIES LITIGATION (C.D. Cal. & S.D.N.Y.).
- MERRILL LYNCH AUCTION RATE SECURITIES LITIGATION. *Amicus curiae* before the Second Circuit.
- ONYX ACCEPTANCE CORP. SECURITIES LITIGATION (C.D. Cal.).
- ORTHOLOGIC CORP. SECURITIES LITIGATION (D. Ariz.).
- SAFEGUARD HEALTH ENTERPRISES, INC. SECURITIES LITIGATION (C.D. Cal.).
- SELECT SOFTWARE TOOLS PLC SECURITIES LITIGATION (C.D. Cal.).
- SIMULATION SCIENCES, INC. SECURITIES LITIGATION. (C.D. Cal.).
- TAG-IT PACIFIC, INC. SECURITIES LITIGATION. (C.D. Cal.).
- TOUCHSTONE SOFTWARE SECURITIES LITIGATION. (C.D. Cal.).
- UBS AUCTION RATE SECURITIES LITIGATION. (S.D.N.Y.)
- VDI MULTIMEDIA SECURITIES LITIGATION. (C.D. Cal.).

Selected Consumer Class Action Experience:

- GRAHAM v. CRUNCH IP HOLDINGS, LLC. (C.D. Cal.). CLRA and UCL case.
- SWANEY v. REGIONS BANK. (N.D. Ala.). TCPA case.
- WILENS v. TD WATERHOUSE GROUP, INC. (O.C. Superior Court) CLRA and UCL case.



GREENBERG GROSS LLP



Aluyah I. Imoisili

Hiring Partner, Los Angeles

UCLA School of Law, J.D., 2006

UCLA, B.A., 2003

- Business Litigation
- Real Estate Litigation
- Securities Litigation
- Bankruptcy Litigation

Mr. Imoisili has served as court-approved counsel for groups of unsecured creditors, including employees and vendors, in complex, large-scale bankruptcy proceedings. For example, Mr. Imoisili has helped secure hundreds of millions of dollars in recoveries by successfully obtaining court confirmation of plans of reorganization in the following cases:

- *In re Lehman Brothers Inc.*, No. 08-13555 (JMP) (United States Bankruptcy Court, Southern District of New York): Chapter 11 bankruptcy concerning one of the world's biggest investment banks involving over \$600 billion in liabilities.
- *In re Midway Games, Inc.*, No. 09-10465 (KG) (United States Bankruptcy Court, District of Delaware): Chapter 11 bankruptcy of videogame manufacturer and distributor involving over \$70 million in liabilities.
- *In re Arcapita B.S.C.*, No. 12-11076 (SHL) (United States Bankruptcy Court, Southern District of New York): Chapter 11 bankruptcy of Bahriani investment firm involving over \$1 billion in liabilities.
- *In re Alpha Natural Resources, Inc.*, No. 15-33896 (KRH), United States Bankruptcy Court, Eastern District of Virginia): Chapter 11 bankruptcy of coal supplier, with mining operations throughout Virginia, West Virginia, Kentucky, and Wyoming, involving over \$3 billion in liabilities.

In addition, he has represented debtor estates and successfully confirmed plans of reorganization that provided significant recoveries for unsecured creditors in the following matters.

- *In re Station Casinos, Inc.*, No. 09-52477 (GWZ) (United States Bankruptcy Court, District of Nevada): Gaming and hospitality company involving over \$ 6 billion in debt.
 - *In re LightSquared Inc.*, No. 12-12080 (SCC) (United States Bankruptcy Court, Southern District of New York): (mobile satellite and terrestrial wireless broadband provider involving over \$4.2 billion in debt.
-

EXHIBIT 3

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
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

SHERI DODGE and NEIL DODGE, and
RAM AGRAWAL and SARITA
AGRAWAL, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

PHH CORPORATION, a Maryland
corporation; REALOGY HOLDINGS
CORP., a Delaware corporation; PHH
MORTGAGE CORPORATION, a New
Jersey corporation; PHH HOME LOANS
LLC, a Delaware limited liability
company; RMR FINANCIAL, LLC, a
California limited liability company; NE
MOVES MORTGAGE LLC, a
Massachusetts limited liability company;
PHH BROKER PARTNER
CORPORATION, a Maryland
corporation; REALOGY GROUP LLC, a
Delaware limited liability company;
REALOGY INTERMEDIATE
HOLDINGS LLC, a Delaware limited
liability company; TITLE RESOURCE
GROUP LLC, a Delaware limited
liability company; WEST COAST
ESCROW COMPANY, a California
corporation; TRG SERVICES ESCROW,
INC., a Delaware corporation; EQUITY
TITLE COMPANY, a California
corporation; NRT LLC, a Delaware
limited liability company; REALOGY
SERVICES GROUP LLC, a Delaware
limited liability company; REALOGY
SERVICES VENTURE PARTNER LLC,
a Delaware limited liability company,

Defendants.

Case No. 8:15-CV-01973-FMO-AFM

STIPULATION OF SETTLEMENT

TABLE OF CONTENTS

I.	DESCRIPTION OF THE ACTION.....	1
II.	BENEFITS OF SETTLEMENT TO THE CLASS.....	3
III.	DEFENDANTS' DENIALS OF WRONGDOING AND REASONS FOR SETTLEMENT	3
IV.	TERMS OF THE AGREEMENT.....	4
	A. Definitions.....	4
	B. The Court's Order Preliminarily Approving The Settlement.	9
	C. Judgment To Be Entered By The Court Approving The Settlement.....	12
	D. Use Of The Settlement Fund And Notice And Settlement Administration	13
	E. The Fee And Expense Application	20
	F. Conditions Of Settlement; Effect Of Disapproval, Cancellation And Termination.....	21
	G. Miscellaneous Provisions.....	22

EXHIBITS

Exhibit A: Order Preliminarily Approving Settlement

Exhibit A-1: Notice of Class Action Determination, Proposed Settlement, and Hearing
Thereon

Exhibit A-2: Proof of Claim and Release

Exhibit A-3: Request For Exclusion

Exhibit A-4: Plan Of Distribution

Exhibit B: Order For Final Judgment

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation” or “Settlement”) is made as of August 25, 2017, by and among the following parties, as hereinafter defined: (1) Sheri Dodge, Neil Dodge, Ram Agrawal, and Sarita Agrawal (“Class Representatives”), on behalf of themselves and the Class, by and through Class Counsel in this Action;¹ and (2) PHH Corporation, PHH Broker Partner Corp., PHH Mortgage Corp., Realogy Intermediate Holdings LLC, Realogy Holdings Corp., Realogy Group LLC, Realogy Services Venture Partner LLC, Realogy Services Group LLC, Title Resource Group LLC, West Coast Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC, PHH Home Loans, LLC, RMR Financial, LLC, and NE Moves Mortgage LLC (collectively, “Defendants”), by and through their attorneys in this Action. The Class Representatives and Defendants are the “Parties.”

I. DESCRIPTION OF THE ACTION

On or about November 25, 2015, a putative class action under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §§2601, *et seq.* (“RESPA”) was commenced against Defendants in the United States District Court for the Central District of California (the “Court”) as Case No. 8:15-CV-1973. In their Complaint filed on November 25, 2015, Amended Complaint filed on December 10, 2015, Second Amended Complaint filed on April 21, 2016, Third Amended Complaint filed on May 12, 2016, and Fourth Amended Complaint filed on July 31, 2017 (collectively, the “Complaints”), Plaintiffs alleged that Defendants violated §8(a) of RESPA, 12 U.S.C. §2607(a), by (1) paying kickbacks, referrals fees, or other things of value in connection with the referral of title insurance and other settlement service business to Title Resource Group LLC (“TRG”) and its affiliates, and (2) operating PHH Home Loans LLC and its affiliates.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶IV(A) herein.

1 Plaintiffs alleged that Defendants entered into an arrangement whereby PHH
2 Corporation and/or its subsidiaries and affiliates (“PHH”) were bound to refer all title
3 insurance and settlement services to Realogy’s subsidiary, TRG (and/or its affiliates), and,
4 in exchange, PHH received a variety of monetary and nonmonetary referral fees and
5 kickbacks. Plaintiffs also alleged that PHH directed the PLS Partners to refer title
6 insurance and other settlement services to TRG (and/or its affiliates) without notifying
7 consumers of the existence of PHH’s affiliation with TRG or the fact that PHH was
8 required to cause the PLS Partners to refer title insurance and other settlement services to
9 TRG (and/or its affiliates).

10 Upon motion by Defendants, the Court dismissed the First Amended Complaint
11 with leave to replead. Following Plaintiffs’ filing of the Third Amended Complaint,
12 Defendants moved to dismiss again. The Court denied Defendants’ motion to dismiss and
13 Defendants ultimately answered the Third Amended Complaint, denying all liability and
14 raising various affirmative defenses.

15 Plaintiffs and Defendants proceeded with discovery for nearly one year, which
16 included written and oral discovery, document production, and extensive negotiations
17 regarding the scope of discovery, requiring Plaintiffs and Defendants to meet and confer
18 numerous times. On January 31, 2017, the Parties participated in a private mediation with
19 Viggo Boserup, Esq. On May 19, 2017, the Parties participated in a settlement conference
20 before United States Magistrate Judge Jay C. Gandhi during which Plaintiffs and
21 Defendants were able to reach an agreement on a Settlement as described more fully in
22 this Stipulation. Through those arms’-length negotiations, on or about July 26, 2017,
23 (1) Defendants made individual settlements with the original named plaintiffs Timothy L.
24 Strader, Sr., Susan M. Strader, the T/S Strader Family Trust, and Lester L. Hall, Jr., and
25 (2) the Parties stipulated to the filing of the Fourth Amended Complaint that amended
26 certain claims and added Sheri Dodge, Neil Dodge, Ram Agrawal, and Sarita Agrawal as
27 plaintiffs. In addition, since the May 19, 2017 settlement conference, the Parties have
28 engaged in certain confirmatory discovery to identify Authorized Claimants and the

1 amount of money each Authorized Claimant paid for title- and escrow-related Settlement
2 Services. The Parties have agreed to defer further merits and class discovery until the
3 Court can consider the Settlement described in this Stipulation.

4 **II. BENEFITS OF SETTLEMENT TO THE CLASS**

5 The Class Representatives and Class Counsel believe the claims asserted in this
6 Action have merit. However, the Class Representatives and Class Counsel recognize that
7 the expense and length of the additional proceedings necessary to prosecute the Action
8 against Defendants through further discovery, motion practice, trial, and possible appeals
9 is considerable, and therefore, that resolution is an appropriate and reasonable means of
10 ensuring that the Class is afforded important benefits and protections as expeditiously as
11 possible. Class Counsel have also taken into account the uncertain outcome and the risk
12 of further litigation, including in class action cases such as this Action, as well as the
13 difficulties and delays in such litigation. In light of the foregoing, the Class
14 Representatives and Class Counsel believe that the Settlement set forth in this Stipulation
15 confers substantial and immediate benefits upon the Class. Class Representatives and
16 Class Counsel have also determined that the terms set forth in this Settlement are fair,
17 reasonable, adequate, and in the best interests of the Class.

18 **III. DEFENDANTS' DENIALS OF WRONGDOING AND REASONS FOR**
19 **SETTLEMENT**

20 Defendants have denied and continue to deny each and all of the claims and
21 contentions alleged in the Action. Defendants repeatedly have asserted, and continue to
22 assert, many defenses thereto, and have expressly denied and continue to deny any
23 wrongdoing or legal liability arising out of any of the conduct alleged in the Action.
24 Nevertheless, Defendants have concluded that the further conduct of the Action against
25 them would be protracted and expensive. Substantial amounts of time, energy and
26 resources have been and, unless this Settlement is made, will continue to be devoted to the
27 defense of the claims asserted in the Action. Defendants also recognize that there are
28 risks attendant in any litigation. Defendants have, therefore, determined that it is desirable

1 and beneficial to them that the Action be settled in the manner and upon the terms and
2 conditions set forth in this Stipulation to eliminate the burden and expense of further
3 protracted litigation.

4 **IV. TERMS OF THE AGREEMENT**

5 **NOW, THEREFORE,** it is hereby stipulated and agreed, by and among the
6 undersigned Parties, that the Action shall be settled, subject to the approval of the Court
7 pursuant to Fed. R. Civ. P. 23(e), upon and subject to the following terms and conditions:

8 **A. Definitions**

9 1. "Action" means the above-captioned action.

10 2. "Administrative Expenses" means: (a) the costs, fees and expenses
11 that are incurred by the Claims Administrator in connection with providing notice to the
12 Class and administering the Settlement, including but not limited to the claims process;
13 (b) fees and expenses incurred in connection with the Escrow Account; (c) Taxes; and
14 (d) the out-of-pocket expenses incurred by Class Counsel in connection with determining
15 the amount of, and paying, any Taxes (including, without limitation, expenses of tax
16 attorneys and accountants).

17 3. "Authorized Claimant" means a person or entity who has been
18 identified from Defendants' records as being a Class Member, or a Class Member who
19 submits a Claim Form to the Claims Administrator that is approved by the Court for
20 payment pursuant to the Class Distribution Order provided for in ¶IV(D)(18).

21 4. "Claimant" means a person or entity who submits a Claim Form.

22 5. "Claim Form" means a Proof of Claim and Release, substantially in
23 the form attached hereto as Exhibit A-2.

24 6. "Claims Administrator" means KCC, LLC.

25 7. "Class" means all borrowers who, on or after November 25, 2014 and
26 on or before November 25, 2015, (1) closed on any mortgage loan originated by PHH
27 Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates
28 (including loans where PHH Mortgage Corporation provided origination services on

1 behalf of any PLS Partners), and (2) paid title-, escrow-, or closing-related charges in
2 connection with that mortgage loan to Title Resource Group LLC or its affiliates.
3 Excluded from the Class are borrowers who exclude themselves by submitting a Request
4 For Exclusion that is accepted by the Court.

5 8. "Class Counsel" means the law firms of Greenberg Gross LLP and
6 Robinson Calcagnie, Inc.

7 9. "Class Distribution Order" means an order entered by the Court
8 authorizing and directing that the Net Settlement Fund be distributed, in whole or in part,
9 to Authorized Claimants.

10 10. "Class Member(s)" means a member of the Class.

11 11. "Class Period" means the period on or after November 25, 2014 and
12 on or before November 25, 2015.

13 12. "Class Representatives" refers to Sheri Dodge, Neil Dodge, Ram
14 Agrawal, and Sarita Agrawal.

15 13. "Court" means the United States District Court for the Central
16 District of California.

17 14. "Defendants" means PHH Corporation, PHH Broker Partner Corp.,
18 PHH Mortgage Corp., Realogy Intermediate Holdings LLC, Realogy Holdings Corp.,
19 Realogy Group LLC, Realogy Services Venture Partner LLC, Realogy Services Group
20 LLC, Title Resource Group LLC, West Coast Escrow Company, TRG Services Escrow,
21 Inc., Equity Title Company, NRT LLC, PHH Home Loans, LLC, RMR Financial, LLC,
22 and NE Moves Mortgage LLC.

23 15. "Defendants' Releasees" means PHH Corporation, PHH Broker
24 Partner Corp., PHH Mortgage Corp., Realogy Intermediate Holdings LLC, Realogy
25 Holdings Corp., Realogy Group LLC, Realogy Services Venture Partner LLC, Realogy
26 Services Group LLC, Title Resource Group LLC, West Coast Escrow Company, TRG
27 Services Escrow, Inc., Equity Title Company, NRT LLC, PHH Home Loans, LLC, RMR
28 Financial, LLC, NE Moves Mortgage LLC, and the PLS Partners, all and each of them,

1 and all and each of their respective past and present parents, subsidiaries, and affiliated
2 corporations, limited liability companies, partnerships, and other entities, the predecessors
3 and successors in interest of any of them, and all of their respective past and present
4 officers, directors, employees, agents, members, partners, representatives, attorneys,
5 insurers, and assigns, in their capacities as such.

6 16. "Effective Date" means the date on which the Court's judgment
7 approving this Stipulation, in substance materially the same as the form attached hereto as
8 Exhibit B, becomes Final.

9 17. "Final," with respect to the judgment or any other court order, means:
10 (a) if no appeal is filed, the expiration date of the time provided for filing or noticing any
11 appeal under the Federal Rules of Appellate Procedure; or (b) if there is an appeal from
12 the judgment or order, (i) the date of final dismissal of all such appeals, or the final
13 dismissal of any proceeding on certiorari or otherwise, or (ii) the date the judgment or
14 order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ
15 of certiorari or other form of review, or the denial of a writ of certiorari or other form of
16 review, and, if certiorari or other form of review is granted, the date of final affirmance
17 following review pursuant to that grant. However, any appeal or proceeding seeking
18 subsequent judicial review pertaining solely to an order issued with respect to (a) the Fee
19 and Expense Application (as hereinafter defined), or (b) the Plan Of Distribution of the
20 Net Settlement Fund (as submitted or subsequently modified), shall not in any way delay
21 or preclude a judgment from becoming Final.

22 18. "Final Judgment Order" means the Order For Final Judgment
23 approving the Settlement that is in substance materially the same as Exhibit B to this
24 Stipulation.

25 19. "Litigation Expenses" means costs and expenses incurred by the
26 Class Representatives or Class Counsel in connection with commencing, prosecuting and
27 settling the Action (which may include the costs and expenses of the Class
28 Representatives directly related to their representation of the Class).

1 20. "Notice" means Notice of Class Action Determination, Proposed
2 Settlement, and Hearing Thereon, substantially in the form attached hereto as Exhibit A-1,
3 which is to be mailed to Class Members and made available for download on a website to
4 be maintained by the Claims Administrator.

5 21. "PLS Partners" means any unaffiliated entity for which PHH
6 Mortgage Corporation provided origination and fulfillment services in connection with the
7 origination of mortgage loans during the Class Period.

8 22. "Preliminary Approval Order" means an order granting preliminary
9 approval of the Settlement that is in substance materially the same as Exhibit A to this
10 Stipulation.

11 23. "Presumptive Allowed Claim" means the amount that a Class
12 Member paid for title-, escrow, and closing-related Settlement Services in a transaction
13 that is the subject of this Action. The Presumptive Allowed Claim shall be determined
14 from the Defendants' business records that reflect the amount of title-, escrow-, and
15 closing-related charges paid by the Authorized Claimant at closing as reflected either in
16 the Lines in the 1100 series of the Authorized Claimant's HUD-1 Settlement Statement or
17 in the section in the Closing Disclosure form corresponding to the title-, escrow, and
18 closing-related charges paid by the Authorized Claimant.

19 24. "Released Plaintiffs' Claims" means any and all claims, actions,
20 causes of action, rights or liabilities, whether arising out of federal, state, foreign, or
21 common law, including Unknown Claims, of any Class Member, which exist or may exist
22 against any of the Defendants' Releasees by reason of any matter, event, cause or thing
23 that were or could have been alleged: (a) based on the facts, circumstances, transactions,
24 events, occurrences, acts, omissions or failures to act alleged in the Action, including all
25 RESPA claims; and (b) arising out of the origination of Class Members' mortgage loans
26 and the provision of Settlement Services by any of Defendants' Releasees in the Class
27 Members' real estate transactions that are the subjects of the Action. Released Plaintiffs'
28 Claims do not include any claims relating to the enforcement of the Settlement or any

1 claims of any person or entity who submits a Request For Exclusion that is accepted by
2 the Court. This release does not affect any rights Class Members might have in the *In re*
3 *PHH Lender Placed Insurance Litigation*, No. 12-01117-NLH-KMW (D.N.J. Jan. 19,
4 2017).

5 25. "Settlement" means the settlement between the Class Representatives
6 and Defendants on the terms and conditions set forth in this Stipulation.

7 26. "Settlement Fund" means the sum of \$17,000,000, to be paid by
8 Defendants as specified in ¶IV(D) of this Stipulation, including any interest accrued
9 thereon after payment.

10 27. "Settlement Hearing" means the hearing or hearings before the Court
11 to determine whether the Final Judgment Order should be entered and to consider related
12 matters.

13 28. "Settlement Services" shall have the meaning set forth in RESPA, 12
14 U.S.C. §2602(3).

15 29. "Taxes" means: (a) all federal, state and/or local taxes of any kind
16 (including any interest or penalties thereon) on any income earned by the Settlement
17 Fund; and (b) all taxes imposed on payments by the Settlement Fund, including
18 withholding taxes.

19 30. "Unknown Claims" means any Released Plaintiffs' Claims which the
20 Class Representatives or any other Class Member does not know or suspect to exist in his,
21 her, or its favor at the time of the release of such claims which, if known by him, her, or it
22 might have affected his, her, or its decision(s) with respect to this Settlement. The Parties
23 stipulate and agree that, upon the Effective Date of the Settlement, the Class
24 Representatives shall expressly waive, and each of the Class Members who have not opted
25 out shall be deemed to have waived, and by operation of the judgment shall have
26 expressly waived, any and all provisions, rights, and benefits conferred by any law of any
27 state or territory of the United States, or principle of common law or foreign law, which is
28 similar, comparable, or equivalent to California Civil Code § 1542, which provides:

1
2 **A general release does not extend to claims which the**
3 **creditor does not know or suspect to exist in his or her**
4 **favor at the time of executing the release, which if known**
5 **by him or her must have materially affected his or her**
6 **settlement with the debtor.**

7 The Class Representatives acknowledge, and each of the other Class Members
8 shall be deemed by operation of law to have acknowledged, that the foregoing waiver was
9 separately bargained for and is a key element of the Settlement. The Class
10 Representatives further acknowledge, and all Class Members shall be deemed by
11 operation of the Final Judgment Order to have acknowledged, that they are aware that
12 they may hereafter discover facts in addition to or different from those which they now
13 know or believe to be true with respect to the subject matters of the Released Plaintiffs'
14 Claims, but that it is their intention upon the Effective Date, to have, fully, finally, and
15 forever settled and released any and all claims within the scope of the Released Plaintiffs'
16 Claims, whether known or unknown, suspected or unsuspected, contingent or
17 noncontingent, whether or not concealed or hidden, which now exist, may hereafter exist
18 or may heretofore have existed, without regard to the subsequent discovery or existence of
19 such different or additional facts. All of the foregoing is the definition of "Unknown
20 Claims."

21 **B. The Court's Order Preliminarily Approving The Settlement**

22 As soon as practicable after the execution of this Stipulation, Class Counsel shall
23 apply to the Court for entry of an order that is in substance materially the same as the
24 proposed Preliminary Approval Order attached hereto as Exhibit A, which shall
25 specifically include provisions which:

26 1. Preliminarily approve the Settlement as embodied in this Stipulation
27 as being fair, reasonable, and adequate to the Class;

28 2. For purposes of settlement only, preliminarily certify the Class
pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), appoint the Class Representatives and
Class Counsel to represent the Class, and provide that the interests of Class Members in

1 enforcing their rights in the Action will be fairly and adequately represented by the Class
2 Representatives and by Class Counsel;

3 3. Provide that Class Counsel are authorized to enter into the Stipulation
4 on behalf of the Class Representatives and the Class, and to bind the Class
5 Representatives and Class Members to the duties and obligations contained herein, subject
6 to final approval by the Court following the Settlement Hearing;

7 4. Appoint the firm of KCC, LLC to administer the notice procedure
8 and the processing of claims ("Claims Administrator"), under the supervision of Class
9 Counsel;

10 5. Approve a (a) Notice that is in substance materially the same as
11 Exhibit A-1 attached hereto for transmission to Class Members in order to provide notice
12 of the hearing for approval of the Settlement, (b) a Claim Form that is in substance
13 materially the same as Exhibit A-2 attached hereto that must be submitted by a date set by
14 the Court that is no later than ninety (90) calendar days after mailing of the Notice (the
15 "Bar Date"), and (c) a Request For Exclusion that is in substance materially the same as
16 Exhibit A-3 attached hereto that must be submitted by a date set by the Court that is no
17 later than twenty-one (21) calendar days before the Fairness Hearing;

18 6. Direct that the Claims Administrator mail such Notice to those Class
19 Members who can be identified through reasonable effort, as set forth in the Preliminary
20 Approval Order, and make the Claim Form and Request For Exclusion available to Class
21 Members on a settlement website or by calling a toll-free number;

22 7. Find that mailing and distribution pursuant to ¶¶IV(B)(5) and (6)
23 above constitute the best notice practicable under the circumstances, constitute due and
24 sufficient notice of the matters set forth in said notices to all persons entitled to receive
25 notice, and fully satisfy the requirements of due process, Fed. R. Civ. P. 23, and all other
26 applicable laws and rules;

1 8. Require any Class Member who desires to request exclusion from the
2 Class to submit the Request For Exclusion by the time and in the manner set forth in the
3 Notice, and to provide the information required therein;

4 9. Schedule a hearing to be held by the Court ("Fairness Hearing") on a
5 date at least 100 days after entry of the Preliminary Approval Order in order to determine:
6 (a) whether the Settlement should be approved as fair, reasonable, and adequate to the
7 Class; (b) whether a final judgment should be entered that is in substance materially the
8 same as Exhibit B attached hereto ("Final Judgment Order"); (c) whether the Class
9 Representatives' proposed Plan Of Distribution of the Net Settlement Fund, attached as
10 Exhibit A-4 ("Plan Of Distribution"), should be approved as fair, reasonable, and
11 adequate to the Class; (d) whether to approve the application of Class Counsel for an
12 award of attorneys' fees and Litigation Expenses ("Fee and Expense Application"); and
13 (e) any other matters that may be brought before the Court in connection with the
14 Settlement;

15 10. Provide that any objections to the Settlement, the Plan Of
16 Distribution, or the Fee and Expense Application shall be heard, and any papers submitted
17 in support of said objections shall be received and considered, by the Court at the Fairness
18 Hearing (unless, in its discretion, the Court shall direct otherwise), only if, on or before a
19 date to be specified in the Notice, persons making objections give notice of their intention
20 to appear, and file with the Court and submit copies of such papers as they propose to
21 submit in the manner described in the Notice;

22 11. Provide that, in order to share in the Net Settlement Fund, a Class
23 Member must have been identified from Defendants' records, or must execute and submit
24 a valid Claim Form in the manner provided in the Notice within such time as is allowed
25 by the Court;

26 12. Provide that a Claim Form filed by mail shall be deemed to have
27 been submitted when legibly postmarked by the U.S. Postal Service, if mailed by first-
28 class mail, registered mail, or certified mail, postage prepaid, addressed in accordance

1 with the instructions given in the Claim Form, and that all other Claim Forms shall be
2 deemed to have been submitted at the time they are actually received by the Claims
3 Administrator; and

4 13. Provide that, upon entry of the Final Judgment Order, the Class
5 Representatives and all Class Members, whether or not they submit a Claim Form within
6 the time provided for, shall be permanently enjoined and barred from asserting any claims
7 (except through the claim procedures) against Defendants and Defendants' Releasees
8 arising from the Released Plaintiffs' Claims, and that the Class Representatives and all
9 Class Members conclusively shall be deemed to have released any and all such Released
10 Plaintiffs' Claims;

11 14. Provide that, upon the Effective Date, only persons who are
12 Authorized Claimants shall have rights in the distribution of the Net Settlement Fund; and

13 15. Provide that the Fairness Hearing may, from time to time and without
14 further notice to Class Members, be continued or adjourned by order of the Court.

15 **C. Judgment To Be Entered By The Court Approving The**
16 **Settlement**

17 At the Fairness Hearing, the Class Representatives and Class Counsel shall ask the
18 Court to enter the order described in this section. Upon approval by the Court of the
19 Settlement, a final judgment shall be entered by the Court, pursuant to an Order For Final
20 Judgment ("Final Judgment Order") that is in substance materially the same as Exhibit B
21 attached hereto, which shall specifically include provisions which:

22 1. Approve the Settlement set forth in this Stipulation as fair,
23 reasonable, and adequate to the Class, and direct consummation of the Settlement in
24 accordance with the terms and provisions of this Stipulation;

25 2. Fully and finally dismiss the Action with prejudice, and without costs
26 (except as may be provided herein) to any Party as against any other;

27 3. Provide that the Class Representatives and each of the other Class
28 Members, on behalf of themselves and their respective heirs, executors, administrators,

1 predecessors, successors, assigns, and insurers, in their capacities as such, shall be deemed
2 to have, and by operation of law and of the judgment shall have, fully, finally and forever
3 compromised, settled, released, resolved, relinquished, waived and discharged all
4 Released Plaintiffs' Claims against Defendants and Defendants' Releasees, and shall
5 forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs'
6 Claims against Defendants or any of the Defendants' Releasees.

7 4. Notwithstanding ¶IV(C)(3) above, nothing in the Final Judgment
8 Order shall bar any action by any of the Parties to enforce or effectuate the terms of this
9 Stipulation or the Final Judgment Order;

10 5. Determine that Defendants have complied with the requirements of
11 28 U.S.C. §1715(b);

12 6. Approve the Plan Of Distribution and order that payments be made to
13 Authorized Claimants only in accordance with that plan;

14 7. Award Class Counsel from out of the Settlement Fund such
15 attorneys' fees and Litigation Expenses as the Court may allow; and

16 8. Reserve jurisdiction over: (a) implementation of the Settlement and
17 any distribution to Authorized Claimants, pursuant to further orders of the Court; (b)
18 disposition of the Settlement Fund; (c) the Action, until the Effective Date, and until each
19 and every act agreed to be performed by the Parties shall have been performed pursuant to
20 this Stipulation; and (d) the Parties, for the purpose of enforcing and administering this
21 Stipulation.

22 **D. Use Of The Settlement Fund And Notice And Settlement**
23 **Administration**

24 1. The Settlement Fund shall be the sum of \$17,000,000.

25 2. Within ten (10) business days after the Court enters the Preliminary
26 Approval Order, Defendants shall deposit into an escrow account established at Bank of
27 America, or another FDIC-insured financial institution, and denominated "Dodge v. PHH
28 Qualified Settlement Fund" (the "Escrow Account"), the sum of \$250,000 ("Advance

1 Notice Costs"). PHH Corporation or its affiliates will pay \$125,000 of the Advance
2 Notice Costs, and Realogy Holdings Corp. or its affiliates will pay \$125,000 of the
3 Advance Notice Costs.

4 3. Within ten (10) business days after the Court enters the Final
5 Judgment Order, PHH Corporation or its affiliates shall deposit an additional \$8,375,000
6 into the Escrow Account, and Realogy Holdings Corp. or its affiliates shall deposit an
7 additional \$8,375,000 into the Escrow Account.

8 4. Defendants or Defendants' Releasees shall not be liable to pay any
9 amount except as set forth in ¶IV(D)(2) and (3) of this Stipulation.

10 5. The Settlement Fund shall be deemed to be in the custody of the
11 Court, and shall remain subject to the jurisdiction of the Court until such time as the
12 entirety of the Settlement Fund is distributed as provided in this ¶IV(D), or returned to
13 those who paid the Settlement Fund as provided in ¶IV(D)(9) of this Stipulation.

14 6. Up until the Effective Date, the Escrow Account shall be under the
15 control of KCC, LLC, on behalf of the Class Representatives, Class Counsel, the Class,
16 and Defendants ("Escrow Agent"). The Escrow Agent shall cause the Settlement Fund to
17 be invested exclusively in United States Treasury Bills (or a mutual fund invested solely
18 in such instruments), except that any cash balances up to the amount that is insured by the
19 FDIC may be deposited in any account that is fully insured by the FDIC. The Escrow
20 Agent shall cause all interest on the Escrow Account to be collected and reinvested. In
21 the event that the yield on United States Treasury Bills is negative, in lieu of purchasing
22 such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be
23 deposited in any account that is fully insured by the FDIC or backed by the full faith and
24 credit of the United States. Additionally, if short-term placement of the funds is
25 necessary, all or any portion of the funds held by the Escrow Agent may be deposited in
26 any account that is fully insured by the FDIC or backed by the full faith and credit of the
27 United States. All risks related to the investment of the Settlement Fund in accordance
28 with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

1 7. Before the Effective Date, no disbursements shall be made out of the
2 Settlement Fund except: (a) upon order of the Court; or (b) as provided in this Stipulation.

3 8. Prior to the Effective Date, the Escrow Agent may pay from the
4 Settlement Fund Administrative Expenses up to the maximum total amount of the
5 Advance Notice Costs of \$250,000. After the Effective Date the Escrow Agent may pay
6 from the Settlement Fund any additional, unpaid Administrative Expenses without further
7 approval from Defendants or order of the Court. Defendants and Defendants' Releasees
8 are not responsible for, and shall not be liable for, any Administrative Expenses.

9 9. If the Effective Date does not occur, or if this Stipulation is voided,
10 terminated or cancelled for any reason, the Class Representatives and Class Counsel shall
11 have no obligation to repay any of the Administrative Expenses that have been paid or
12 incurred in accordance with ¶IV(D)(8). Any amounts remaining in the Settlement Fund
13 after payment of Administrative Expenses paid or incurred in accordance with ¶IV(D)(8),
14 including all interest earned on the Settlement Fund net of any Taxes, shall be returned to
15 the Defendants who paid the Settlement Fund in the same proportions as their respective
16 contributions to the Settlement Fund. No other person or entity shall have any further
17 claim whatsoever to such amounts.

18 10. This Settlement is not a reversionary settlement. As of the Effective
19 Date, all rights of Defendants in or to the Settlement Fund shall be extinguished.

20 11. The Settlement Fund is intended to be a Qualified Settlement Fund
21 within the meaning of Treasury Regulation § 1.468B-1. Class Counsel, as administrator
22 of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall
23 be solely responsible for filing or causing to be filed all informational and other tax
24 returns as may be necessary or appropriate (including, without limitation, the returns
25 described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel
26 shall also be responsible for causing payment to be made from the Settlement Fund of any
27 Taxes owed with respect to the Settlement Fund. Defendants and Defendants' Releasees
28 shall not have any liability or responsibility for any such Taxes. Upon written request,

1 Defendants will provide to Class Counsel the statement described in Treasury Regulation
2 § 1.468B-3(e). Class Counsel, as administrator of the Settlement Fund within the
3 meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are
4 necessary or advisable to carry out this paragraph, including, as necessary, making a
5 “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the
6 Qualified Settlement Fund to come into existence at the earliest allowable date, and shall
7 take or cause to be taken all actions as may be necessary or appropriate in connection
8 therewith.

9 12. All Taxes shall be paid out of the Settlement Fund, and shall be
10 timely paid pursuant to the disbursement instructions to be set forth in the Escrow
11 Agreement, and without further order of the Court. Any tax returns prepared for the
12 Settlement Fund (as well as the election set forth therein) shall be consistent with the
13 previous paragraph and in all events shall reflect that all Taxes on the income earned by
14 the Settlement Fund shall be paid out of the Settlement Fund as provided herein.
15 Defendants and Defendants’ Releasees shall have no responsibility or liability for the
16 Taxes or for the acts or omissions of Class Counsel or their agents with respect to the
17 payment of Taxes.

18 13. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any
19 Administrative Expenses incurred in accordance with ¶IV(D)(8); (c) any Litigation
20 Expenses awarded by the Court; and (d) any attorneys’ fees awarded by the Court. The
21 balance remaining in the Settlement Fund, referred to hereafter as the “Net Settlement
22 Fund,” shall be distributed to Authorized Claimants.

23 14. KCC, LLC shall administer the Settlement, including but not limited
24 to the process of receiving, reviewing and approving or denying claims, under Class
25 Counsel’s supervision and subject to the jurisdiction of the Court. Class Counsel shall be
26 responsible for supervising the administration of the Settlement and the disbursement of
27 the Net Settlement Fund, subject to Court approval. Class Counsel shall have the right,
28

1 but not the obligation, to waive what they deem to be formal or technical defects in any
2 Claim Forms submitted in the interests of achieving substantial justice.

3 15. The Parties intend to propose the Plan Of Distribution that is detailed
4 in Exhibit A-4. The Plan Of Distribution is not a necessary term of the Settlement or of
5 this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any
6 particular Plan Of Distribution be approved by the Court. The Class Representatives and
7 Class Counsel may not cancel or terminate the Settlement (or this Stipulation) based on
8 this Court's or any appellate court's ruling with respect to the Plan Of Distribution or any
9 other plan of distribution in this Action.

10 16. For purposes of determining the extent, if any, to which a Class
11 Member shall be entitled to be treated as an Authorized Claimant, the following
12 conditions shall apply:

13 (a) All Class Members (i) who have been identified from
14 Defendants' records, and (ii) whose Presumptive Allowed Claim has been determined
15 from Defendants' records, shall be deemed to have a Claim, without need to submit a
16 Claim Form. Any other Class Member shall be required to submit to the Claims
17 Administrator a completed Claim Form, substantially in the form of Exhibit A-2 attached
18 hereto, postmarked or submitted electronically by a date set by the Court that is no later
19 than ninety (90) calendar days after the mailing of the Notice (the "Bar Date"), signed
20 under penalty of perjury and supported by such documents as are specified in the Claim
21 Form and as are reasonably available to such person;

22 (b) All Claim Forms must be submitted by the Bar Date. Any
23 Class Member (other than those described in the first sentence of ¶IV(D)(16)(a)) who fails
24 to submit a Claim Form by the Bar Date shall be forever barred from receiving any
25 distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless
26 by order of the Court such Class Member's Claim Form is accepted), but shall in all other
27 respects be bound by all of the terms of this Stipulation and the Settlement, including the
28 terms of the Final Judgment Order;

1 (c) Each Claim Form shall be submitted to and reviewed by the
2 Claims Administrator, who shall determine, in accordance with this Stipulation and the
3 Plan Of Distribution, the extent, if any, to which a Claim Form shall be allowed, subject to
4 review by the Court pursuant to subparagraph (e) below as necessary;

5 (d) Claim Forms that do not meet the submission requirements
6 may be rejected. After consulting with Class Counsel and Defendants, the Claims
7 Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim
8 Form the Claims Administrator proposes to reject in whole or in part, setting forth the
9 reasons therefor, and shall indicate in such notice that the Claimant whose Claim Form is
10 to be rejected has the right to a review by the Court if the Claimant so desires and
11 complies with the requirements of subparagraph (e) below; and

12 (e) If any Claimant whose Claim Form has been rejected in whole
13 or in part desires to contest such rejection, the Claimant must, within twenty (20) days
14 after the date of mailing of the notice required in subparagraph (d) above, serve upon the
15 Claims Administrator a notice and statement of reasons indicating the Claimant's grounds
16 for contesting the rejection along with any supporting documentation, and requesting a
17 review thereof by the Court. If a dispute concerning a Claim Form cannot be otherwise
18 resolved, Class Counsel shall thereafter present the request for review to the Court.

19 17. Each Claimant shall be deemed to have submitted to the jurisdiction
20 of the Court with respect to the Claimant's Claim, and the Claim will be subject to
21 investigation and discovery under the Federal Rules of Civil Procedure; provided,
22 however, that such investigation and discovery shall be limited to that Claimant's status as
23 a Class Member and the validity and amount of the Claimant's Claim. No discovery shall
24 be allowed on the merits of this Action or of the Settlement in connection with the
25 processing of Claim Forms. All Class Members waive trial by jury (to the extent any such
26 right may exist) and any right of appeal or review solely with respect to determination of a
27 Claim.
28

1 18. Class Counsel will apply to the Court, on notice to Defendants'
2 counsel, for a Class Distribution Order: (a) approving the Claims Administrator's
3 administrative determinations concerning the acceptance and rejection of the Claims
4 submitted; (b) approving payment of any incurred but unpaid Administrative Expenses;
5 and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund
6 to Authorized Claimants.

7 19. To the extent any monies remain in the Net Settlement Fund more
8 than 150 days after the initial distribution, if Class Counsel, in consultation with the
9 Claims Administrator, determine that it is equitable and cost-effective to do so, the Claims
10 Administrator will conduct a re-distribution of the monies remaining after payment of any
11 incurred but unpaid Administrative Expenses. At such time as it is determined that the re-
12 distribution of monies remaining in the Net Settlement Fund is not cost-effective, the
13 remaining balance shall be contributed to a non-sectarian, not-for-profit organization(s), to
14 be recommended by the Parties and approved by the Court.

15 20. Payment pursuant to the Class Distribution Order shall be final and
16 conclusive against all Class Members. All Class Members whose Claims are not
17 approved by the Court for payment shall be barred from participating in distributions from
18 the Net Settlement Fund, but otherwise shall be bound by all of the terms of this
19 Stipulation and the Settlement, including the Final Judgment Order to be entered in this
20 Action, and will be permanently barred and enjoined from bringing any action against
21 Defendants or Defendants' Releasees with respect to any and all of the Released
22 Plaintiffs' Claims.

23 21. No person or entity shall have any claim or cause of action against
24 the Class Representatives, Class Counsel, the Claims Administrator, or any other agent
25 designated by Class Counsel arising from distributions made substantially in accordance
26 with the Stipulation, the Plan Of Distribution as approved by the Court, or any order of the
27 Court.

22. Defendants and Defendants' Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan Of Distribution, the determination, administration, or calculation of Claims, the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, Administrative Expenses, or any losses incurred in connection with the foregoing. No person, including the Class Representatives, Class Members, and Class Counsel, shall have any claim of any kind against Defendants or Defendants' Releasees with respect to the matters set forth in this paragraph.

E. The Fee And Expense Application

1. Not later than fourteen (14) calendar days prior to the deadline for submitting objections/requesting exclusion from the Class set forth in the Notice, Class Counsel will apply to the Court for a collective award of attorneys' fees to be paid from (and out of) the Settlement Fund. Class Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for service awards to the Class Representatives directly related to their representation of the Class, to be paid from (and out of) the Settlement Fund. Class Counsel warrant that any motion or application that they file requesting an award of attorneys' fees and Litigation Expenses will include within its scope all attorneys and law firms with a financial interest in any such award for the Settlement of the Action. All of the above is the "Fee and Expense Application."

2. Class Counsel have represented that they will not file a Fee and Expense Application that seeks an amount in excess of 30% of the Settlement Fund. Defendants will not oppose a Fee and Expense Application that seeks an amount that is no more than 30% of the Settlement Fund.

3. It is agreed that the allowance or disallowance by the Court of the Fee and Expense Application is not a term or condition of the Settlement set forth in this Stipulation, and any order or proceeding relating thereto, or any appeal from any such order, shall not operate to terminate or cancel this Stipulation.

1 4. The amount awarded by the Court on the Fee and Expense
2 Application shall be paid to Class Counsel from the Settlement Fund within five (5)
3 business days of the Effective Date.

4 **F. Conditions Of Settlement; Effect Of Disapproval, Cancellation**
5 **And Termination**

6 1. This Stipulation shall be deemed terminated and cancelled, and shall
7 have no further force and effect whatsoever, if:

8 (a) There is no Effective Date;

9 (b) The Court fails to enter an order certifying the Class,
10 preliminarily approving the Settlement, and directing that notice of the Settlement be
11 given, in substance materially the same as ¶IV(B) and Exhibit A-1 hereto, or if such an
12 order is entered, it later is reversed or materially modified, whether on appeal or
13 otherwise; or

14 (c) The Court fails to enter the Final Judgment Order as provided
15 for in ¶IV(C), in substance materially the same as Exhibit B hereto, or if such a Final
16 Judgment Order is entered, it later is reversed or materially modified, whether on appeal
17 or otherwise (a reversal or modification of any proposed Plan Of Distribution or of any
18 award pursuant to the Fee and Expense Application shall not be deemed a reversal or
19 modification of the material terms of this Stipulation).

20 2. If prior to entry of the Final Judgment Order, (a) persons or entities
21 who otherwise would be Class Members have submitted valid and timely Requests For
22 Exclusion from the Class in accordance with the provisions of the Preliminary Approval
23 Order and the notice given pursuant thereto, and (b) such persons and entities engaged in
24 an aggregate number of residential mortgage transactions during the Class Period that
25 exceed the number of transactions specified in a separate Supplemental Agreement
26 between the Parties (the "Supplemental Agreement"), then Defendants shall have, in their
27 sole and absolute discretion, the option to terminate this Stipulation as set forth in the
28 Supplemental Agreement. Individuals are not permitted to exclude other individuals, and

1 if there is a group of exclusions, each individual Class Member must evidence his, her, or
2 its intent to exclude themselves. Any Request For Exclusion submitted by a Class
3 Member on behalf of a group, aggregate, or putative class shall be deemed valid as to that
4 Class Member's claim only, and shall be invalid as to any other Class Member. Copies of
5 all executed Requests For Exclusion shall be simultaneously sent to Class Counsel and
6 Defendants' counsel promptly upon receipt by the Claims Administrator. Except as
7 required by the Court, the Supplemental Agreement shall not be filed with the Court
8 unless and until a dispute arises among the Parties.

9 3. In the event that this Stipulation is voided, terminated or cancelled, or
10 fails to become effective for any reason whatsoever, then within ten (10) business days
11 after written notice is sent by Defendants to the Escrow Agent and Class Counsel, the
12 Escrow Agent shall cause the Settlement Fund and all interest earned thereon (subject to
13 the expiration of any time deposit not to exceed 90 days) to be refunded to the Defendants
14 who paid the Settlement Fund in the same proportions as their respective contributions to
15 the Settlement Fund, less any Administrative Expenses paid or incurred in accordance
16 with the terms of ¶IV(D)(8) of this Stipulation. In such event, the Parties shall be deemed
17 to have reverted to their respective statuses as of the date and time immediately prior to
18 the execution of this Stipulation, and they shall proceed in all respects as if this
19 Stipulation, its exhibits, and any related agreements or orders, had never been executed.
20 In such event, the Parties jointly will seek vacation of any order entered or actions taken
21 in connection with this Stipulation.

22 **G. Miscellaneous Provisions**

23 1. This Stipulation and its exhibits constitute the entire agreement
24 among the Parties hereto, and no representations, warranties or inducements have been
25 made to any Party concerning this Stipulation or its exhibits other than the representations,
26 warranties, and covenants contained and memorialized in such documents.

27 2. All of the exhibits attached hereto are hereby incorporated by this
28 reference as though fully set forth herein. Notwithstanding the foregoing, in the event that

1 there exists a conflict or inconsistency between the terms of this Stipulation and the terms
2 of any exhibit attached hereto, the terms of the Stipulation shall prevail.

3 3. This Stipulation will be executed on behalf of the Parties hereto by
4 their respective counsel of record. All counsel executing this Stipulation represent and
5 warrant that they are authorized and empowered to execute this Stipulation on behalf of
6 their stated client(s), and that the signature of such counsel is intended to and does legally
7 bind stated client(s) of such counsel.

8 4. Class Counsel, on behalf of the Class, are authorized to take all
9 appropriate action required or permitted to be taken by the Class pursuant to this
10 Stipulation to effectuate its terms. Class Counsel also are authorized to enter into any
11 modifications or amendments to this Stipulation on behalf of the Class which such
12 counsel deem appropriate.

13 5. This Stipulation may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same
15 instrument. Counsel for the Parties shall exchange among themselves signed
16 counterparts. Signatures may be originals, or facsimile or pdf. copies.

17 6. This Stipulation shall be binding upon, and inure to the benefit of, the
18 successors and assigns of the Parties to this Stipulation.

19 7. This Stipulation may be amended or modified only by a written
20 instrument signed by the Parties or their successors-in-interest.

21 8. The waiver by one Party of any breach of this Stipulation by any
22 other Party shall not be deemed a waiver, by that Party or by any other Party to this
23 Stipulation, of any other prior or subsequent breach of this Stipulation. The waiver by one
24 Party shall not be deemed a waiver by any other Party.

25 9. Neither this Stipulation, nor any document referred to herein, nor any
26 action taken to carry out this Stipulation, is, may be construed as, or may be used as an
27 admission by or against Defendants or Defendants' Releasees of any fault, wrongdoing or
28 liability whatsoever, or as an admission of the appropriateness of class certification for

1 trial or dispositive motion practice. Nothing in this Stipulation is or may be deemed to be
2 a waiver of Defendants' right to challenge class certification if the Parties cannot obtain
3 final approval of the Settlement for any reason. Pursuant to Fed. R. Evid. 408, entering
4 into or carrying out this Stipulation, the exhibits hereto, and any negotiations or
5 proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession by Defendants or Defendants' Releasees, and
7 shall not be offered or received into evidence in any action or proceeding against
8 Defendants or Defendants' Releasees in any court, administrative agency or other tribunal
9 for any purpose whatsoever, other than to support a defense based on principles of res
10 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
11 any other theory of claim preclusion or issue preclusion or similar defense, or to enforce
12 the provisions of this Stipulation or the provisions of any related agreement or exhibit
13 hereto.

14 10. The Parties and their counsel agree that they will refrain from
15 disparaging the Settlement or each other with respect to the Action in any press releases or
16 statements to the media, or in any other communication.

17 11. All terms of this Stipulation and the exhibits hereto shall be governed
18 by and interpreted according to the laws of the State of California, without regard to
19 conflicts of laws, except to the extent federal law requires that federal law govern.

20 12. The Parties and their counsel agree to use their best efforts, and to
21 take all reasonable steps necessary, to obtain the entry of the Preliminary Approval Order
22 and the Final Judgment Order, and to effectuate the Settlement set forth in this Stipulation.

23 **IN WITNESS WHEREOF**, the Parties hereto have caused this Stipulation to be
24 executed, by their duly authorized attorneys, as of the date stated above.

1 Date: August 25, 2017.


DANIEL S. ROBINSON (SBN 244245)
drobenson@robinsonfirm.com
WESLEY K. POLISCHUK (SBN 254121)
wpolishuk@robinsonfirm.com
ROBINSON CALCAGNIE, INC.
19 Corporate Plaza Drive
Newport Beach, CA 92660
Tel: 949.720-1288
Fax: 949.720-1292

8 EVAN C. BORGES (SBN 128706)
EBorges@GGTrialLaw.com
9 ALUYAH I. IMOISILI (SBN 245572)
Almoisili@GGTrialLaw.com
10 **GREENBERG GROSS LLP**
11 650 Town Center Drive, Suite 1750
12 Costa Mesa, CA 92626
13 Tel: 949.383.2800
14 Fax: 949.383.2801

14 Attorneys for Plaintiffs SHERI DODGE, NEIL
15 DODGE, RAM AGRAWAL, SARITA
16 AGRAWAL, Individually and on Behalf of all
17 Others Similarly Situated
18
19
20
21
22
23
24
25
26
27
28

1 Date: August 25, 2017.



WENDY J. WILDUNG (pro hac vice)

Wendy.Wildung@FaegreBD.com

FAEGRE BAKER DANIELS LLP

2200 Wells Fargo Center

90 South Seventh Street

Minneapolis, MN 55402-3901

Tel.: 612.766.7000

Fax: 612.766.1600

CALVIN L. LITSEY (SBN 289659)

Calvin.Litsey@FaegreBD.com

FAEGRE BAKER DANIELS LLP

1950 University Avenue, Suite 450

East Palo Alto, CA 94303

Tel: 650.324.6700

Fax: 650.324.6701

Attorneys for Defendants: REALOGY
HOLDINGS CORP; REALOGY GROUP LLC;
REALOGY INTERMEDIATE HOLDINGS LLC;
TITLE RESOURCE GROUP LLC; WEST
COAST ESCROW COMPANY; TRG
SERVICES ESCROW, INC.; EQUITY TITLE
COMPANY, NRT LLC; REALOGY SERVICES
GROUP LLC; and REALOGY SERVICES
VENTURE PARTNER LLC

1
2 Date: August 25, 2017.



MITCHEL H. KIDER (SBN 116479)

kider@thewbkfirm.com

DAVID M. SOUDERS (pro hac vice)

souders@thewbkfirm.com

MICHAEL Y. KIEVAL (pro hac vice)

kieval@thewbkfirm.com

WEINER BRODSKY KIDER PC

1300 19th Street NW, 5th Floor

Washington DC 20036

Tel.: 202.628.2000

Fax: 202.628.2011

JOEL A. SCHIFFMAN (SBN 90138)

schiffman@thewbkfirm.com

WEINER BRODSKY KIDER PC

300 Spectrum Center Drive, Suite 400

Irvine, CA 92618

Tel.: 949.754.3010

Fax: 202.628.2011

Attorneys for Defendants:

PPH CORPORATION; PPH MORTGAGE

CORPORATION; and PPH BROKER

PARTNER CORPORATION

1 Date: August 25, 2017.



THOMAS M. HEFFERON (pro hac vice)
thefferon@goodwinprocter.com

DAVID L. PERMUT (pro hac vice)
dpermut@goodwinprocter.com

GOODWIN PROCTER LLP

901 New York Avenue NW

Washington, DC 20001

Tel.: 202.346.4000

Fax.: 202.346.4444

STEVEN A. ELLIS (SBN 171742)

sellis@goodwinprocter.com

GOODWIN PROCTER LLP

601 S. Figueroa Street, 41st Floor

Los Angeles, CA 90017

Tel.: 213.426.2500

Fax.: 213.623.1673

Attorneys for Defendants: PHH HOME
LOANS, LLC; RMR FINANCIAL, LLC; and
NE MOVES MORTGAGE LLC

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

SHERI DODGE and NEIL DODGE,
and RAM AGRAWAL and SARITA
AGRAWAL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PHH CORPORATION, a Maryland
corporation; REALOGY HOLDINGS
CORP., a Delaware corporation; PHH
MORTGAGE CORPORATION, a
New Jersey corporation; PHH HOME
LOANS LLC, a Delaware limited
liability company; RMR
FINANCIAL, LLC, a California
limited liability company; NE
MOVES MORTGAGE LLC, a
Massachusetts limited liability
company; PHH BROKER PARTNER
CORPORATION, a Maryland
corporation; REALOGY GROUP
LLC, a Delaware limited liability
company; REALOGY
INTERMEDIATE HOLDINGS LLC,
a Delaware limited liability company;
TITLE RESOURCE GROUP LLC, a
Delaware limited liability company;
WEST COAST ESCROW
COMPANY, a California corporation;
TRG SERVICES ESCROW, INC., a
Delaware corporation; EQUITY
TITLE COMPANY, a California
corporation; NRT LLC, a Delaware
limited liability company; REALOGY
SERVICES GROUP LLC, a Delaware
limited liability company; REALOGY
SERVICES VENTURE PARTNER
LLC, a Delaware limited liability
company,

Defendants.

Case No. 8:15-CV-01973-FMO-AFM

**ORDER PRELIMINARILY
APPROVING SETTLEMENT**

ORDER PRELIMINARILY APPROVING SETTLEMENT

WHEREAS, Plaintiffs in the above-described class action (“Action”) have applied for an order, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Action, in accordance with a Stipulation of Settlement (the “Stipulation” or “Settlement”) entered into by the Parties as of August 25, 2017 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Action upon the terms and conditions set forth in the Stipulation;

WHEREAS, all defined terms used in this Order have the same meanings as set forth in the Stipulation;

NOW, THEREFORE, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, upon the agreement of the Parties, and after consideration of the Stipulation and its exhibits,

IT IS HEREBY ORDERED that:

1. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Stipulation and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein.

2. For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class consisting of borrowers who, on or after November 25, 2014 and on or before November 25, 2015 (“Class Period”), closed on any mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates (including loans where PHH Mortgage Corporation provided origination services on behalf of any of the PLS Partners), and paid title-, escrow-, or closing-related charges in connection with that mortgage loan to Title Resource Group

1 LLC or its affiliates, excluding any borrower who submits a valid and timely
2 Request For Exclusion pursuant to the Notice required by this Order (the “Class”).

3 3. Also for purposes of the Settlement only, the Court finds and
4 determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that
5 Neil Dodge, Sheri Dodge, Ram Agrawal, and Sarita Agrawal (“Class
6 Representatives”) will fairly and adequately represent the interests of the Class in
7 enforcing their rights in the Action, and appoints them as Class Representatives.

8 4. For purposes of the Settlement, the Court appoints Daniel S.
9 Robinson, Robinson Calcagnie, Inc., and Evan C. Borges, Greenberg Gross LLP,
10 as Class Counsel to act on behalf of the Class and the Class Representatives with
11 respect to the Settlement. The Court authorizes Class Counsel to enter into the
12 Stipulation on behalf of the Class Representatives and the Class, and to bind them
13 all to the duties and obligations contained therein, subject to final approval by the
14 Court of the Settlement.

15 5. The firm of KCC, LLC is appointed as Claims Administrator to
16 administer the notice procedure and the processing of claims, under the supervision
17 of Class Counsel.

18 6. Having reviewed the proposed form of Notice of Class Action
19 Determination, Proposed Settlement, and Hearing Thereon (“Notice”), the
20 proposed form of Proof of Claim and Release (“Claim Form”), and the proposed
21 Request For Exclusion submitted by the Parties as Exhibits A-1, A-2, and A-3 to
22 the Stipulation, respectively, the Court approves, as to form and content, such
23 Notice, Claim Form, and Request For Exclusion.

24 7. The Court directs that the Claims Administrator cause a copy of the
25 Notice to be mailed to all members of the Class who can be identified by
26 Defendants through their records. The mailing is to be made by first class United
27 States mail, postage prepaid, within fourteen (14) calendar days of entry of this
28 Order. Contemporaneously with the mailing, the Claims Administrator shall cause

1 copies of the Stipulation, Notice, Claim Form, and Request For Exclusion, in
2 forms available for download, to be posted on a website developed for the
3 Settlement.

4 8. The Court finds and determines that (a) mailing of the Notice, and
5 (b) provision of the Claim Form and Request For Exclusion on the website for the
6 Settlement, all pursuant to this Order, constitute the best notice practicable under
7 the circumstances, constitute due and sufficient notice of the matters set forth in the
8 notices to all persons entitled to receive such notices, and fully satisfies the
9 requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and
10 all other applicable law and rules.

11 9. Any person falling within the definition of the Class may, upon
12 request, be excluded or “opt out” from the Class. Any such person who desires to
13 request exclusion from the Class must submit a fully-completed and executed
14 Request For Exclusion. Such Request For Exclusion must be mailed to the Claims
15 Administrator such that it is postmarked at least twenty-one (21) calendar days
16 prior to the Fairness Hearing. All persons and entities who submit valid and timely
17 Requests For Exclusion as set forth in this Order and the Notice shall have no
18 rights under the Settlement, shall not share in the distribution of the Settlement
19 Fund, and shall not be bound by the Settlement or any final judgment entered in
20 this Action.

21 10. A hearing will be held by this Court in the Courtroom of The
22 Honorable Fernando M. Olguin, United States District Court for the Central
23 District of California, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles,
24 California 90012 at _____.m. on _____, 2017 (“Fairness
25 Hearing”), to determine: (a) whether the Settlement should be approved as fair,
26 reasonable, and adequate to the Class; (b) whether the Final Judgment Order
27 should be entered in substance materially the same as Exhibit B to the Stipulation;
28 (c) whether the proposed Plan Of Distribution submitted as Exhibit A-4 to the

1 Stipulation (“Plan Of Distribution”) should be approved as fair, reasonable, and
2 adequate to the Class; (d) whether to approve the application of Class Counsel for
3 an award of attorneys’ fees, Litigation Expenses and Class Representative service
4 awards (“Fee and Expense Application”); and (e) any other matters that may
5 properly be brought before the Court in connection with the Settlement. The
6 Fairness Hearing is subject to continuation or adjournment by the Court without
7 further notice to the Class. The Court may approve the Settlement with such
8 modifications as the Parties may agree to, if appropriate, without further notice to
9 the Class.

10 11. At least seven (7) calendar days prior to the Fairness Hearing, Class
11 Counsel shall cause an affidavit or declaration to be filed with the Court certifying
12 that the Notice has been provided, as directed in ¶¶6 and 7 of this Order.

13 12. Any Class Member may enter an appearance in the Action, at their
14 own expense, individually or through counsel of their own choice. If a Class
15 Member does not enter an appearance, they will be represented by Class Counsel.

16 13. Any Class Member who wishes to object to the Settlement, the Plan
17 Of Distribution, and/or the Fee and Expense Application, or to appear at the
18 Fairness Hearing and show cause, if any, why the Settlement should not be
19 approved as fair, reasonable, and adequate to the Class, why a final judgment
20 should not be entered thereon, why the Plan Of Distribution should not be
21 approved, or why the Fee and Expense Application should not be granted, may do
22 so, but must proceed as set forth in this paragraph. No Class Member or other
23 person will be heard on such matters unless they have submitted the objection,
24 together with any briefs, papers, statements, or other materials the Class Member
25 or other person wishes the Court to consider, at least twenty-one (21) calendar days
26 prior to the Fairness Hearing as set forth in the Notice. Any objection: (a) must
27 state the name, address and telephone number of the person objecting and, if not
28 filed by counsel, be signed by the objector; (b) must contain the specific reasons

1 for each objection, including any legal and evidentiary support that the Class
2 Member wishes to bring to the Court's attention; and (c) must include documents
3 sufficient to prove membership in the Class. An objecting Class Member who
4 intends to appear in person at the Fairness Hearing must include a statement in
5 their objection indicating their intention to appear at the Fairness Hearing.

6 14. Any Class Member who does not make their objections in the manner
7 and by the date set forth in ¶13 of this Order shall be deemed to have waived any
8 objections, and shall be forever barred from raising such objections in this or any
9 other action or proceeding, absent further order of the Court.

10 15. All Class Members who are Authorized Claimants shall be entitled to
11 share in the Settlement Fund. Authorized Claimants shall be determined in the first
12 instance from Defendants' records. Any other Class Member who believes they
13 are an Authorized Claimant and who wishes to share in the Settlement Fund must
14 complete and submit a Claim Form in accordance with the instructions set forth in
15 this paragraph. Such Class Member must: (a) fully complete and sign the Claim
16 Form without material deletions or modifications of any printed text, and under
17 penalty of perjury; (b) append to the Claim Form adequate supporting
18 documentation for the transactions reported on the Claim Form, in the form of a
19 HUD-1 Settlement Statement, Closing Disclosure form, or comparable
20 document(s) containing the transactional information found in a HUD-1 Settlement
21 Statement or Closing Disclosure form; (c) if the person executing the Claim Form
22 is acting in a representative capacity, append a certification of his or her current
23 authority to act on behalf of the Class Member; and (d) submit the Claim Form to
24 the Claims Administrator so that it is postmarked, or submitted electronically, no
25 later than ninety (90) calendar days from the date Notice was mailed. Any Class
26 Member who has not been identified as an Authorized Claimant from Defendants'
27 records, and who does not submit a timely Claim Form in accordance with these
28 instructions shall be barred from sharing in the distribution of the Settlement Fund,

1 but shall nevertheless be bound by any final judgment entered by the Court. The
2 Claims Administrator, in consultation with Class Counsel and Defendants' counsel,
3 shall have the discretion, but not the obligation, to accept late-submitted claims for
4 processing by the Claims Administrator, so long as distribution of the Net
5 Settlement Fund to Authorized Claimants is not materially delayed thereby. No
6 person shall have any claim against the Claims Administrator, Class Counsel, or
7 Defendants' counsel, by reason of the decision to exercise discretion whether to
8 accept late-submitted claims.

9 16. Upon the entry of the Court's order for final judgment after the
10 Fairness Hearing, the Class Representatives and all Class Members, whether or not
11 they have filed a Claim Form within the time provided, shall be permanently
12 enjoined and barred from asserting any claims (except through the Claim Form
13 procedures) against Defendants and Defendants' Releasees arising from Released
14 Plaintiffs' Claims, and the Class Representatives and all Class Members
15 conclusively shall be deemed to have fully, finally, and forever released any and all
16 such Released Plaintiffs' Claims.

17 17. Upon the Effective Date of the final judgment contemplated by
18 ¶IV(C) of the Stipulation, only persons who are Class Members shall have rights in
19 the distribution of the Settlement Fund created by the Settlement, except as
20 provided in the Stipulation.

21 18. All funds held by the Escrow Agent shall be deemed and considered
22 to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of
23 the Court until such time as the funds are distributed pursuant to the Stipulation or
24 further order of the Court.

25 19. All opening briefs and supporting documents in support of a request
26 for final approval of the Settlement, the Plan Of Distribution, and the Fee and
27 Expense Application, must be filed and served at least thirty-five (35) calendar
28

1 days prior to the Fairness Hearing. Any reply papers must be filed and served no
2 later than seven (7) calendar days prior to the Fairness Hearing.

3 20. The Court reserves the right to adjourn or continue the Fairness
4 Hearing, and any adjournment or continuance may be without further notice of any
5 kind to the Class, other than oral announcement at the Fairness Hearing or at any
6 later hearing.

7
8 Date: _____, 2017.

9
10 _____
11 Fernando M. Olguin
12 United States District Judge
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A-1

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

If you closed on a mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or any of their affiliates and paid title-, escrow-, or closing-related charges to Title Resource Group LLC or any of its affiliates, you could get a payment from a class action settlement.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached in a class action lawsuit concerning whether borrowers who obtained a mortgage loan from PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates (including loans where PHH Mortgage Corporation provided origination services for its Private Label Solutions Partners) on or after November 25, 2014 and on or before November 25, 2015 (the “Class Period”) were improperly referred for title-, escrow-, or closing-related services from Title Resource Group LLC or its affiliates in exchange for things of value.
- You are receiving this Notice because Defendants’ records indicate that you may be included in this Settlement as a “Class Member” because you may have paid for these title-, escrow-, or closing-related services. Based upon Defendants’ records, the amount of title-, escrow-, and closing- related charges that you paid, if any, is listed on page [].
- Your legal rights will be affected whether you act or do not act. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	<p>If the amount listed on page [] is greater than \$0.00 and you choose to do nothing you will remain in the Settlement and receive a Settlement payment. However, you will give up your rights to be part of any other lawsuit or legal proceeding against the Defendants or Defendants’ Releasees about the claims made in this case and released by the Stipulation of Settlement.</p> <p>If the amount listed on page [] is \$0.00 you may or may not be included in this Settlement. You will not get a Settlement payment and your rights may or may not be affected.</p>
SUBMIT A CLAIM FORM DUE DATE: [], 2017	<p>If you disagree with the amount listed on page [] and can show you paid a different amount of title-,escrow-, and closing- related charges to Title Resource Group LLC or any of its affiliates in a transaction covered by the Settlement, you may submit a Claim Form for that amount. If the amount listed on page [] is \$0.00, but you paid Title Resource Group LLC or its affiliates title-, escrow-, or closing-related charges in a transaction covered by the Settlement, you must submit a Claim Form to receive a Settlement payment.</p>

QUESTIONS? GO TO [WEBSITE] OR CALL [TOLL-FREE NUMBER]

EXCLUDE YOURSELF DUE DATE: [REDACTED], 2017	Remove yourself from the Settlement. Get no payment from it. This is the only option that allows you to be part of any other lawsuit or legal proceeding against the Defendants or Defendants' Releasees about the claims made in this case and released by the Stipulation of Settlement.
OBJECT DUE DATE: [REDACTED], 2017	Write to the Court about why you do not like the Settlement.
GO TO A HEARING ON [REDACTED], 2017	Speak in Court about the fairness of the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Hon. Fernando M. Olguin of the United States District Court for the Central District of California, Southern Division is overseeing this class action. The case is known as *Dodge, et al. v. PHH Corporation, et al.*, Case No. 8:15-cv-01973-FMO-AFM (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the companies they sued, PHH Corporation, PHH Mortgage Corporation, PHH Broker Partner Corporation (together the "PHH Defendants"), PHH Home Loans, LLC, RMR Financial, LLC, NE Moves Mortgage LLC (together the "PHH Home Loans Defendants"), Realogy Group LLC, Realogy Holdings Corp., Realogy Intermediate Holdings LLC, Title Resource Group LLC, West Coast Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC, Realogy Services Group LLC, and Realogy Services Venture Partner LLC (together the "Realogy Defendants"), are all called the "Defendants."

2. What is this lawsuit about?

The Plaintiffs claimed that borrowers who closed on a mortgage loan with the PHH Defendants or the PHH Home Loans Defendants during the Class Period were improperly referred for title-, escrow-, and closing-related services to Title Resource Group LLC or its affiliates (who are among the Realogy Defendants) in exchange for certain things of value and that this practice violated a federal statute called the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2607, *et seq.*

The Defendants deny these and all other claims made in the Action. By entering into the Settlement, the Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Neil Dodge, Sheri Dodge, Ram Agrawal, and Sarita Agrawal), sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

The Class Representatives and the Defendants do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of either the Class Representatives or the Defendants. Instead, the Class Representatives and the Defendants have agreed to settle the Action. The Class Representatives and their lawyers believe the Settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Defendants.

WHO IS INCLUDED IN THE SETTLEMENT

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

If you received this Notice in the mail and the amount listed on page [] is greater than \$0.00, you are a Class Member. Specifically, you are included in the Class as a “Class Member” if on or after November 25, 2014 and on or before November 25, 2015, you (1) closed on a mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or any of their affiliates (including loans where PHH Mortgage Corporation provided origination services on behalf of any PLS Partners), and (2) paid title-, escrow-, or closing-related charges in connection with that mortgage loan to Title Resource Group LLC or any of its affiliates.

Affiliates of PHH Corporation, PHH Mortgage Corporation, and PHH Home Loans LLC		
Axiom Financial/Axiom Financial LLC	Axiom Residential Lending	Burnet Mortgage Services
Cartus Home Loans/Cartus Home Loans, LLC	Century 21 Mortgage/Century 21 Mortgage Corporation	Coldwell Banker Home Loans/Coldwell Banker Home Loans, LLC
Coldwell Banker Mortgage/Coldwell Banker Mortgage Corporation	ERA Home Loans/ERA Home Loans, LLC	ERA Mortgage/ERA Mortgage Corporation
First Capital	Instamortgage.com/ Instamortgage.com Corporation	Landover Mortgage, LLC
Long Island Mortgage Group, Inc.	Mortgage California	MortgageSave.com/ MortgageSave.com Corporation
NE Moves Mortgage, LLC	Pacific Access Mortgage, LLC	PHH Home Loans, LLC
PHH Home Mortgage LLC	PHH Mortgage Capital LLC	PHH Mortgage Corporation
Princeton Capital	RMR Financial, LLC	Rocky Mountain Mortgage Loans
Speedy Title & Appraisal Review Services LLC	Sunbelt Lending Services	
Affiliates of Title Resource Group LLC		
Mercury Title (Arkansas)	Burnet Title Chicago (Illinois)	Residential Title Agency (Ohio)
Equity Title Company (California)	Riverbend (Indiana)	Quality Choice Title (Ohio)
First California Escrow (California)	First Advantage Title (Indiana)	Keystone Title Services (Pennsylvania)
Progressive Title Company (California)	Burnet Title Indiana (Indiana)	Guardian Transfer (Pennsylvania)
West Coast Escrow (California)	Metro Title (Kentucky)	Keystone Closing (Pennsylvania)
CornerStone Title (California)	Platinum Title (Louisiana)	TRG Title Agency and Closing Services (Pennsylvania and New Jersey)
Terra Coastal (California)	Equity Closing (Louisiana)	Independence Title (Texas)
Guardian Title Company (California)	Market Street Settlement (Maine/New Hampshire)	Texas American Title (Texas)
Cypress Title Corp. (California)	Great East Title Services (Maine/New Hampshire)	American Title (Texas)
Guardian Title Company (Colorado)	Mid-Atlantic Settlement (Maryland)	Mid-Atlantic Settlement (Virginia)
Sunbelt Title Agency (Florida)	Burnet Title Minnesota (Minnesota)	Mid-Atlantic Settlement (Washington D.C.)
TitleOne Corporation (Idaho)	U.S. Title (Missouri)	CW Title & Escrow (Washington)
TRG Services Escrow, Inc.	Pro National Title (New York)	Burnet Title Milwaukee (Wisconsin)
Case Title Company	St. Mary’s Title Services	Title Resources Guaranty Co. (Washington)
Skyline TRG Title Agency		

6. What does the Settlement provide?

The Defendants will create a \$17,000,000 Settlement Fund. After deducting court-approved attorneys’ fees, costs and expenses, service awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses, the balance (“Net Settlement Fund”) will be distributed to qualifying Class Members.

THE SETTLEMENT BENEFITS

7. What can I get from the Settlement?

Your share of the Net Settlement Fund will depend on, among other things: (i) the number of Class Members who exclude themselves from the Class; (ii) the amount of administrative costs, including the costs of notice; (iii) the amount awarded by the Court for attorneys' fees, costs and expenses, and service awards to the Class Representatives; and (iv) the results of Claims Forms submitted by Class Members who contest their payment amounts.

8. What will my Settlement payment be?

Based on Defendants' records, the Claims Administrator and the Class Representatives estimate you might receive a payment between 15% and 20% of your Presumptive Allowed Claim that is listed below.

The Parties have collected information from Defendants' business records about the total amount paid by Class Members for title-, escrow-, and closing-related charges. This amount, which is the fees shown either on Lines in the 1100 series of your HUD-1 Settlement Statement or in the section of the Closing Disclosure form corresponding to the title-, escrow-, and closing-related charges that you paid, will be referred to as your Presumptive Allowed Claim.

Your Presumptive Allowed Claim is \$_____.

If you agree with the amount of your Presumptive Allowed Claim, you don't need to do anything.

9. What if I disagree with my Presumptive Allowed Claim?

If you disagree with the Presumptive Allowed Claim shown above, you may submit a Claim Form specifying the amount you think it should be. Claim Forms are available at [WEBSITE] or by calling [TOLL-FREE NUMBER]. Be sure to follow the Claim Form's instructions, and submit *all* requested information and supporting documents. The Claims Administrator will review your Claim Form and, based upon the information it contains, determine your final Settlement payment. Claim Forms are due by **Month 00, 2017**.

10. What if my Presumptive Allowed Claim is \$0.00?

If your Presumptive Allowed Claim shown above is \$0.00 you may or may not be a Class Member. However, if you believe you have paid title-, escrow-, or closing-related charges to Title Resource Group LLC or any of its affiliates in the transaction that closed during the Class Period, you must complete and submit a Claim Form in order to obtain a Settlement payment. Claim Forms are available at [WEBSITE] or by calling [TOLL-FREE NUMBER]. Be sure to follow the Claim Form's instructions, and submit all requested information and supporting documents. The Claims Administrator will review your Claim Form and, based upon the information it contains, determine your final Settlement payment. Claim Forms are due by **Month 00, 2017**.

11. How and when will I receive a Settlement payment?

If the Court grants final approval of the Settlement, you will receive a Settlement payment in the form of a check. The check will be mailed to the same address as this Notice or the address provided on your Claim Form. If you move before you receive your Settlement payment, you will need to notify the Claims Administrator in writing of your new address.

12. What am I giving up to get a Settlement payment or stay in the Class?

If you are a Class Member and you do not exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants and the Defendants' Releasees about the legal issues in this Action and released by the Stipulation of Settlement.

The specific rights you are giving up are called Released Plaintiffs' Claims (see next Question).

QUESTIONS? GO TO [WEBSITE] OR CALL [TOLL-FREE NUMBER]

The Defendants' Releasees are PHH Corporation, PHH Broker Partner Corp., PHH Mortgage Corporation, Realogy Intermediate Holdings LLC, Realogy Holdings Corp., Realogy Group LLC, Realogy Services Venture Partner LLC, Realogy Services Group LLC, Title Resource Group LLC, West Coast Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC, PHH Home Loans, LLC, RMR Financial, LLC, NE Moves Mortgage LLC, and the PLS Partners, all and each of them, and all and each of their respective past and present parents, subsidiaries, and affiliated corporations, limited liability companies, partnerships, and other entities, the predecessors and successors in interest of any of them, and all of their respective past and present officers, directors, employees, agents, members, partners, representatives, attorneys, insurers, and assigns, in their capacities as such.

13. What are the Released Plaintiffs' Claims?

The Released Plaintiffs' Claims are any and all claims, actions, causes of action, rights or liabilities, whether arising out of federal, state, foreign, or common law, including Unknown Claims, of any Class Member, which exist or may exist against any of the Defendants' Releasees by reason of any matter, event, cause or thing that were or could have been alleged: (a) based on the facts, circumstances, transactions, events, occurrences, acts, omissions or failures to act alleged in the Action, including all RESPA claims; and (b) arising out of the origination of Class Members' mortgage loans and the provision of Settlement Services by any of Defendants' Releasees in the Class Members' real estate transactions that are the subjects of the Action. "Settlement Services" has the meaning set forth in RESPA, 12 U.S.C. § 2602(3). Released Plaintiffs' Claims do not include any claims relating to the enforcement of the Settlement, any claims of any person or entity who submits a Request For Exclusion that is accepted by the Court, or any rights Class Members may have in *In re PHH Lender Placed Insurance Litigation*, No. 12-01117-NLH-KMW (D. N.J. Jan. 19, 2017).

Further detail and information about what you are agreeing to and giving up is detailed in the Stipulation of Settlement, which is available at [WEBSITE] or by calling [NUMBER].

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Daniel S. Robinson, Robinson Calcagnie, Inc., and Evan C. Borges, Greenberg Gross LLP, as Class Counsel to represent Class Members for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

15. How will the lawyers be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to \$5,100,000 and for reimbursement of costs and expenses. They will also ask the Court to approve \$2,500 service awards (\$10,000 total) to the Class Representatives. If awarded, these amounts will be deducted from the Settlement Fund before making payments to qualifying Class Members. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendants or the Defendants' Releasees on your own based on the claims raised in this Action or released by the Released Plaintiffs' Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement.

To exclude yourself from the Settlement, you must fully complete and sign a Request For Exclusion. A Request For Exclusion form is available at [WEBSITE] or by calling [NUMBER]. Mail your Request For Exclusion to the Claims Administrator at the address below, postmarked no later than _____, 2017:

QUESTIONS? GO TO [WEBSITE] OR CALL [TOLL-FREE NUMBER]

[ADDRESS]

You cannot exclude yourself by telephone or by e-mail.

17. If I exclude myself, can I still get a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get a payment if you stay in the Settlement and submit a valid Claim Form, if necessary.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Defendants' Releasees for the claims that this Settlement resolves. You must exclude yourself from *this* Action to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or the Defendants' Releasees. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, you must mail a letter stating that you object to the Settlement in *Dodge, et al. v. PHH Corporation, et al.*, Case No. 8:15-cv-01973-FMO-AFM. Be sure to include your name, address, telephone number, signature, a statement containing all of the reasons you object to the Settlement, and documents sufficient to prove your membership in the Class, including the property address and date of closing of any real estate transaction that you had during the Class Period. You must also include copies of any documents you wish the Court to consider. Mail the objection to the address listed below, postmarked by [REDACTED], 2017:

Clerk of the Court
United States District Court
Central District of California
350 West 1st Street
Los Angeles, CA 90012

20. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on [REDACTED], 2017 at [REDACTED] .m. before The Honorable Fernando M. Olguin, United States District Judge for the Central District of California, United States Courthouse, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, California 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel for attorneys' fees, costs and expenses, and whether to make service awards to the Class Representatives.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

23. May I speak at the Fairness Hearing?

Yes. If you wish to attend and speak at the Fairness Hearing, you must indicate this in your written objection (see Question 19). Your objection must state that it is your Notice of Intention to Appear at the Fairness Hearing and identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Fairness Hearing. If you plan to have your attorney speak for you at the Fairness Hearing your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member, the amount listed on page [] is greater than \$0,00, and you do nothing, you will receive a Settlement payment. You will also give up rights explained in Questions 12 and 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Defendants' Releasees about the legal issues in this Action and released by the Stipulation of Settlement.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Stipulation of Settlement. The Stipulation of Settlement and other related documents are available at [WEBSITE] or by calling [TOLL-FREE NUMBER] or by writing to [Claims Administrator Address]. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at [Class Counsel Contact Information].

Please do not contact the Court regarding this notice. The Court cannot answer any questions.

EXHIBIT A-2

PROOF OF CLAIM AND RELEASE

Deadline for Submission: _____

IF YOU CLOSED ON A RESIDENTIAL MORTGAGE LOAN ORIGINATED BY PHH CORPORATION, PHH MORTGAGE CORPORATION, PHH HOME LOANS, LLC, OR THEIR AFFILIATES (INCLUDING A PRIVATE LABEL SOLUTIONS PARTNER LOAN) ON OR AFTER NOVEMBER 25, 2014 AND ON OR BEFORE NOVEMBER 25, 2015 (“CLASS PERIOD”), AND PAID TITLE-, ESCROW-, OR CLOSING-RELATED CHARGES TO TITLE RESOURCE GROUP LLC OR ITS AFFILIATES, YOU ARE A “CLASS MEMBER” AND MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IN *SHERI DODGE, ET AL. V. PHH CORPORATION, ET AL.*, CASE NO. 8:15-CV-01973-FMO-AFM (U.S. DISTRICT COURT, C.D. CAL.).

IF YOU RECEIVED A NOTICE OF SETTLEMENT (“NOTICE”) IN THE MAIL, AND THE NOTICE STATED AN AMOUNT AS YOUR PRESUMPTIVE ALLOWED CLAIM, YOU DO NOT NEED TO COMPLETE AND RETURN THIS FORM UNLESS YOU WISH TO MAKE A CLAIM BASED ON AN AMOUNT THAT IS DIFFERENT THAN YOUR PRESUMPTIVE ALLOWED CLAIM. IF YOU RECEIVED A NOTICE IN THE MAIL, AND THE NOTICE STATED \$0.00 AS THE PRESUMPTIVE ALLOWED CLAIM AND YOU PAID TITLE-, ESCROW-, OR CLOSING-RELATED CHARGES TO TITLE RESOURCE GROUP LLC OR ITS AFFILIATES, THEN YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. IF YOU DID NOT RECEIVE A NOTICE IN THE MAIL, THEN YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. IF YOU ARE A CO-BORROWER ON THE MORTGAGE, YOU AND YOUR CO-BORROWER(S) HAVE ONLY ONE CLAIM.

IF YOU SUBMIT THIS FORM (“CLAIM FORM”), YOU MUST COMPLETE IT AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____ TO THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

[TO COME]

I. CLAIMANT INFORMATION

Full Name(s):
Address:

City:	State:	ZIP:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

II. CLAIM INFORMATION

You must answer each of the following questions:

1. Did you close on a residential mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates during the time period on or after November 25, 2014 and on or before November 25, 2015?

Yes_____

No_____

2. Did you pay Title Resource Group LLC or any of its affiliates for title-, escrow-, or closing-related services in connection with that loan closing?

Yes_____

No_____

3. Please attach a copy of your HUD-1 Settlement Statement or Closing Disclosure
Or
Provide the following information about the transaction:

Property address: _____
(Street address, city, county, state, zip code)

Date of purchase (closing date):_____

Failure to completely fill this Claim Form and/or provide supporting documentation will result in the denial of the Claim by the Claims Administrator.

III. CLAIMANT'S STATEMENT

1. By submitting this Claim Form, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Class Action Determination, Proposed Settlement, and Hearing Thereon (the "Notice"), or am (are) acting for such person(s); that I am (we are) not excluded from the Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a Request For Exclusion. (If you are acting in a representative capacity on behalf of a Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
2. I (we) have not submitted any other claim covering the same transaction(s), and know of no other person or entity having done so on my(our) behalf.
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Claim Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or of the Settlement in connection with processing of the Claim Form.
4. I (we) have set forth where requested all relevant information with respect to my (our) closing of a mortgage loan(s) originated by PHH Corporation, PHH Mortgage Corporation, PHH Homes Loans, LLC, or their affiliates (including PLS Partner loans) during the Class Period, for which I (we) paid title-, escrow-, or closing-related charges to Title Resource Group LLC or its affiliates. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) understand that the information contained in this Claim Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. In some instances, the Court or the Claims Administrator may condition acceptance of the claim based upon the production of additional information.
6. Upon the occurrence of the Court's approval of the Settlement, I (we) agree and acknowledge that on behalf of ourselves, and our respective heirs, administrators, predecessors, successors, assigns, and insurers, in their capacities as such (or if I am (we are) submitting this Claim Form on behalf of a corporation, a partnership, an estate, or one or more other persons, on behalf of it, him, her, or them, and its, his, hers, or their respective heirs, executors, administrators, predecessors, successors, assigns, and insurers), I (we) have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged PHH Corporation, PHH Broker Partner Corp., PHH Mortgage Corp., Realogy Intermediate Holdings LLC, Realogy Holdings Corp., Realogy Group LLC, Realogy

Services Venture Partner LLC, Realogy Services Group LLC, Title Resource Group LLC, West Coast Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC, PHH Home Loans, LLC, RMR Financial, LLC, and NE Moves Mortgage LLC, all and each of them, and all and each of their respective past and present parent, subsidiary, and affiliated corporations, limited liability companies, partnerships, and other entities, the predecessors and successors in interest of any of them, and all of their respective past and present officers, directors, employees, agents, members, partners, representatives, attorneys, insurers and assigns, in their capacities as such (collectively the “Defendants’ Releasees”), from any and all claims, actions, causes of action, rights or liabilities, whether arising out of federal, state, foreign, or common law, including Unknown Claims, which exist or may exist against any of Defendants’ Releasees by reason of any matter, event, cause or thing that were or could have been alleged: (a) based on the facts, circumstances, transactions, events, occurrences, acts, omissions or failures to act alleged in the Action, including all RESPA claims; and (b) arising out of the origination of my (our) mortgage loans and the provision of Settlement Services by any of Defendants’ Releasees in my (our) real estate transaction(s) that is/are the subject of the Action. This release does not affect any rights I (we) might have in *In re PHH Lender Placed Insurance Litigation*, No. 12-01117-NLH-KMW (D.N.J. Jan. 19, 2017).

7. I(we) warrant and represent that I(we) have not assigned or transferred, or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any part or portion thereof.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

☐ Check here if proof of authority to file is enclosed.
(See Item 1 under Claimant’s Statement)

Date: _____

EXHIBIT A-3

REQUEST FOR EXCLUSION

Deadline for Submission: _____

IF YOU CLOSED ON A RESIDENTIAL MORTGAGE LOAN ORIGINATED BY PHH CORPORATION, PHH MORTGAGE CORPORATION, PHH HOME LOANS, LLC, OR THEIR AFFILIATES (INCLUDING A PRIVATE LABEL SOLUTIONS PARTNER LOAN) ON OR AFTER NOVEMBER 25, 2014 AND ON OR BEFORE NOVEMBER 25, 2015 (“CLASS PERIOD”), AND PAID TITLE-, ESCROW-, OR CLOSING-RELATED CHARGES TO TITLE RESOURCE GROUP LLC OR ITS AFFILIATES, YOU ARE A “CLASS MEMBER” AND MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IN *SHERI DODGE, ET AL. V. PHH CORPORATION, ET AL.*, CASE NO. 8:15-CV-01973-FMO-AFM (U.S. DISTRICT COURT, C.D. CAL.).

IF YOU DO NOT WISH TO BE A CLASS MEMBER OR TO SHARE IN THE SETTLEMENT PROCEEDS, YOU MAY REQUEST EXCLUSION FROM THE CLASS. IF YOU ARE A CO-BORROWER ON THE MORTGAGE, BOTH YOU AND YOUR CO-BORROWER MUST SIGN THIS REQUEST FOR EXCLUSION FOR YOU TO BE EXCLUDED FROM THE CLASS.

TO REQUEST EXCLUSION FROM THE CLASS, YOU MUST COMPLETE AND SIGN THIS FORM (“REQUEST FOR EXCLUSION”), AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____ TO KCC, LLC, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

KCC, LLC

I. YOUR INFORMATION

Full Name(s):		
Address:		
City:	State:	Zip:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		

II. YOUR TRANSACTION INFORMATION

Provide the following information about the transaction in which you closed on a mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates (including loans where PHH Mortgage Corporation provided origination services on behalf of any of the PLS Partners) during the Class Period, and paid title-, escrow-, or closing-related charges to Title Resource Group LLC or its affiliates:

Property Address:		
City:	State:	Zip:
Date of Purchase (closing date):		

III. YOUR STATEMENT

1. By submitting this Request For Exclusion, I (we) hereby request to be excluded from the Class in the action *Dodge, et al. v. PHH Corporation, et al.*, Case No. 8:15-cv-01973-FMO-AFM, United States District Court for the Central District of California.
2. I (we) understand that the information contained in this Request For Exclusion is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification.

Your Signature (If this claim is being made
on behalf of Co-Borrowers, then both must sign):

(Signature)

(Co-Borrower Signature, if applicable)

(Capacity of person(s) signing, e.g. beneficial
purchaser(s), executor, administrator, trustee, etc.)

Date: _____

EXHIBIT A-4

PLAN OF DISTRIBUTION

Dodge, et al. v. PHH Corporation, et al., Case No. 8:15-cv- 01973
(U.S. District Court, C.D. Cal.)

1. Each Authorized Claimant¹ shall have a Presumptive Allowed Claim that is based on the amount that he or she paid for title-, escrow-, and closing-related Settlement Services from TRG or its affiliates. The Parties have collected information from Defendants' business records about the amounts paid by Class Members for title-, escrow-, and closing-related Settlement Services, as reflected either in the Lines in the 1100 series of the Authorized Claimant's HUD-1 Settlement Statement or in the section of the Closing Disclosure form corresponding to the title-, escrow-, and closing-related charges paid by the Authorized Claimant. The Presumptive Allowed Claim shall be determined from the amounts shown in these records. Every Authorized Claimant shall have the right to submit a Claim Form and sufficient documentation demonstrating that the title-, escrow-, and closing-related charges he or she actually paid TRG and its affiliates at closing are, in fact, different than the amount of his or her Presumptive Allowed Claim, in which case such demonstrated amount shall become the Authorized Claimant's Final Allowed Claim. Such Claim Forms must be postmarked or submitted electronically by a date set by the Court that is no later than ninety (90) calendar days after the mailing of the Notice (the "Bar Date"), signed under penalty of perjury and supported by such documents as are specified in the Claim Form and as are reasonably available to such person. For every Authorized Claimant who does not submit a Claim Form and sufficient documentation demonstrating an amount of title-, escrow-, and closing-related charges he or she paid TRG and its affiliates at closing that is different

¹ This Plan Of Distribution incorporates by reference the definitions in the Stipulation of Settlement (the "Stipulation") dated as of August 25, 2017, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

EXHIBIT A-4

than the Authorized Claimant's Presumptive Allowed Claim, such Authorized Claimant's Presumptive Allowed Claim shall become his or her Final Allowed Claim.

2. After the Bar Date, the Claims Administrator will determine each Authorized Claimant's Final Allowed Claim. The Claims Administrator will then add together all Final Allowed Claims to calculate the Aggregate Final Allowed Claims amount. Each Authorized Claimant will be entitled to receive a portion of the Net Settlement Fund that represents the same percentage of the Net Settlement Fund as the Authorized Claimant's Final Allowed Claim represents as a percentage of the Aggregate Final Allowed Claims ("Distribution 1"). Within 60 days of the Effective Date, the Claims Administrator shall disburse Distribution 1.

3. To the extent any monies remain in the Net Settlement Fund more than 150 days after Distribution 1 ("Remaining Net Settlement Fund"), a subsequent Settlement Payment ("Distribution 2") will be made to Authorized Claimants who have cashed their Distribution 1 checks ("Distribution 2 Participants") so long as the average check amount (Remaining Net Settlement Fund divided by the number of Distribution 2 Participants) is equal to or greater than \$20.00. If the average check amount in a subsequent distribution would be less than \$20.00, ¶IV(D)(19) of the Stipulation of Settlement would apply concerning distribution of the Remaining Net Settlement Fund to the designated *cy pres* recipient. The Distribution 2 check amount for each Distribution 2 Participant will be calculated by dividing the amount of each respective Distribution 1 check by the total amount of all Distribution 1 checks cashed (generating each Distribution 2 Participant's individual percentage of Distribution 1 checks cashed), and multiplying each Distribution 2 Participant's individual percentage against the Remaining Net Settlement Funds. The process described above shall be repeated for subsequent distribution rounds until the average check amount in a distribution round would be less than \$20.00.

4. The Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. All distribution checks shall be

EXHIBIT A-4

valid for 120 days after the date(s) of their issuance. Absent an Authorized Claimant's demonstration of reasonable circumstances for excuse, any distribution checks not cashed within 120 days of issuance (based on the date of the check) will be voided. Any Authorized Claimant who does not cash his or her distribution check within the aforementioned time period may petition the Claims Administrator within 30 days of the expiration of his or her uncashed check to reissue the check, and the Claims Administrator shall issue a new check so long as said Authorized Claimant is able to show reasonable circumstances to excuse his or her prior failure to cash the check. Authorized Claimants are entitled to only one petition on this basis, and any distribution check reissued for such reasonable circumstances will expire within 30 days of being issued (based on the date of the check). Authorized Claimants who do not timely cash their checks and fail to petition for a reissuance of the uncashed check will be considered as having waived any right to a cash payment under the Settlement. In no event will an Authorized Claimant be permitted to cash a prior-round check once the Claims Administrator has issued checks during a subsequent round, or the value of uncashed checks has been paid to a *cy pres* organization (pursuant to ¶IV(D)(19) of the Stipulation of Settlement). The Parties agree that the proposed *cy pres* recipient is Consumer Watchdog, a non-profit group that advocates for taxpayer and consumer interests.

5. For any distribution checks returned to the Claims Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Claims Administrator will make reasonable efforts to find a valid address and resend the distribution check within thirty (30) days after the check is returned to the Claims Administrator as undeliverable.

EXHIBIT B

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

SHERI DODGE and NEIL DODGE,
and RAM AGRAWAL and SARITA
AGRAWAL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PHH CORPORATION, a Maryland
corporation; REALOGY HOLDINGS
CORP., a Delaware corporation; PHH
MORTGAGE CORPORATION, a
New Jersey corporation; PHH HOME
LOANS LLC, a Delaware limited
liability company; RMR
FINANCIAL, LLC, a California
limited liability company; NE
MOVES MORTGAGE LLC, a
Massachusetts limited liability
company; PHH BROKER PARTNER
CORPORATION, a Maryland
corporation; REALOGY GROUP
LLC, a Delaware limited liability
company; REALOGY
INTERMEDIATE HOLDINGS LLC,
a Delaware limited liability company;
TITLE RESOURCE GROUP LLC, a
Delaware limited liability company;
WEST COAST ESCROW
COMPANY, a California corporation;
TRG SERVICES ESCROW, INC., a
Delaware corporation; EQUITY
TITLE COMPANY, a California
corporation; NRT LLC, a Delaware
limited liability company; REALOGY
SERVICES GROUP LLC, a Delaware
limited liability company; REALOGY
SERVICES VENTURE PARTNER
LLC, a Delaware limited liability
company,

Defendants.

Case No. 8:15-CV-01973-FMO-AFM

ORDER FOR FINAL JUDGMENT

ORDER FOR FINAL JUDGMENT

WHEREAS, the Parties to the above-described class action (the “Action”) entered into a Stipulation of Settlement dated as of August 25, 2017 (the “Stipulation” or “Settlement”); and

WHEREAS, on _____, 2017, the Court entered an Order Preliminarily Approving Settlement, which, inter alia; (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class consisting of borrowers who, on or after November 25, 2014 and on or before November 25, 2015, closed on any mortgage loan originated by PHH Corporation, PHH Mortgage Corporation, PHH Home Loans, LLC, or their affiliates (including loans where PHH Mortgage Corporation provided origination services on behalf of any of the PLS Partners), and paid title-, escrow-, or closing-related charges in connection with that mortgage loan to Title Resource Group LLC or its affiliates, excluding borrowers who submitted valid and timely Requests For Exclusion pursuant to the Notice ordered by the Court (“Class”); (iii) appointed Neil Dodge, Sheri Dodge, Ram Agrawal, and Sarita Agrawal as Class Representatives; (iv) appointed Daniel S. Robinson, Robinson Calcagnie, Inc., and Evan C. Borges, Greenberg Gross LLP, as Class Counsel; (v) approved the form and manner of notice of the Settlement to members of the Class (“Class Members”); (vi) directed that appropriate notice of the Settlement be given to the Class; and (vii) set a hearing date to consider final approval of the Settlement; and

WHEREAS, a notice of the Settlement was provided to Class Members in accordance with the Court’s Preliminary Approval Order, including by individual mailed Notice to all Class Members who could be reasonably identified by Defendants through their records; and

1 **WHEREAS**, a notice of Settlement was mailed to government officials as
2 described in 28 U.S.C. § 1715; and

3 **WHEREAS**, on _____, 2017, at
4 _____ .m., at the United States District Court for the Central District of
5 California, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, California
6 90012, The Honorable Fernando M. Olguin held a hearing to determine whether
7 the Settlement was fair, reasonable, and adequate to the Class (“Fairness
8 Hearing”); and

9 **WHEREAS**, based on the foregoing, having considered the papers filed and
10 proceedings held in connection with the Settlement, having considered all of the
11 other files, records, and proceedings in the Action, and being otherwise fully
12 advised,

13 **THE COURT HEREBY FINDS AND CONCLUDES** that:

14 A. This Court has jurisdiction over the subject matter of the Action and
15 over all Parties to the Action, including all Class Members.

16 B. This Order incorporates the definitions in the Stipulation, and all
17 terms used in the Order have the same meanings as set forth in the Stipulation,
18 unless otherwise defined herein.

19 C. The Notice given to the Class in accordance with the Preliminary
20 Approval Order was the best notice practicable under the circumstances of this
21 Action, and constituted due and sufficient notice of the proceedings and matters set
22 forth therein, including of the Settlement, to all persons entitled to notice. The
23 notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules
24 of Civil Procedure, and all other applicable law and rules.

25 D. The notice to government officials, as given, complied with 28 U.S.C.
26 § 1715.

27 E. The Settlement set forth in the Stipulation (i) is in all respects fair,
28 reasonable, and adequate to the Class, (ii) was the product of informed, arms’-

length negotiations among competent, able counsel, and (iii) was made based upon a record that is sufficiently developed and complete to have enabled the Class Representatives and Defendants to adequately evaluate and consider their positions.

F. The Plan Of Distribution proposed by the Parties is fair, reasonable, and adequate.

G. The Class Representatives have fairly and adequately represented the interests of Class Members in connection with the Settlement.

H. The persons and entities who have timely and validly filed Requests For Exclusion from the Class are identified in Exhibit 1 attached hereto (“Excluded Persons”).

I. The Class Representatives and the Class Members, and all and each of them, are hereby bound by the terms of the Settlement set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement set forth in the Stipulation of Settlement is fair, reasonable and adequate to the Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Stipulation.

2. All Parties to this Action, and all Class Members, are bound by the Settlement as set forth in the Stipulation and this Order. Excluded Persons identified in Exhibit 1 are no longer parties to this Action and are not bound by the Stipulation or the Settlement.

3. The appointment of Neil Dodge, Sheri Dodge, Ram Agrawal, and Sarita Agrawal as Class Representatives is affirmed.

4. The appointment of Daniel S. Robinson, Robinson Calcagnie, Inc., and Evan C. Borges, Greenberg Gross LLP, as Class Counsel is affirmed.

1 5. Judgment shall be, and hereby is, entered dismissing the Action with
2 prejudice, on the merits, and without taxation of costs in favor of or against any
3 Party.

4 6. The Class Representatives and all Class Members, on behalf of
5 themselves, and their respective heirs, executors, administrators, predecessors,
6 successors, assigns, and insurers, in their capacities as such, are hereby
7 conclusively deemed to fully, finally and forever compromised, settled, released,
8 resolved, relinquished, waived and discharged Defendants PHH Corporation, PHH
9 Broker Partner Corp., PHH Mortgage Corp., Realogy Intermediate Holdings LLC,
10 Realogy Holdings Corp., Realogy Group LLC, Realogy Services Venture Partner
11 LLC, Realogy Services Group LLC, Title Resource Group LLC, West Coast
12 Escrow Company, TRG Services Escrow, Inc., Equity Title Company, NRT LLC,
13 PHH Home Loans, LLC, RMR Financial, LLC, NE Moves Mortgage LLC, and the
14 PLS Partners, all and each of them, and all and each of their respective past and
15 present parents, subsidiaries, and affiliated corporations, limited liability
16 companies, partnerships, and other entities, the predecessors and successors in
17 interest of any of them, and all of their respective past and present officers,
18 directors, employees, agents, members, partners, representatives, attorneys,
19 insurers, and assigns, in their capacities as such (collectively the “Defendants’
20 Releasees”), from any and all claims, actions causes of action, rights or liabilities,
21 whether arising out of federal, state, foreign, or common law, including Unknown
22 Claims, which exist or may exist against any of Defendants’ Releasees by reason
23 of any matter, event, cause or thing that were or could have been alleged:

24 (a) based on the facts, circumstances, transactions, events, occurrences, acts,
25 omissions or failures to act alleged in the Action, including all RESPA claims; and

26 (b) arising out of the origination of Class Members’ mortgage loans and the
27 provision of Settlement Services by any of Defendants’ Releasees in the Class
28 Members’ real estate transactions that are the subjects of the Action (all of the

1 above are “Released Plaintiffs’ Claims”). This release does not affect any rights
2 Class Members might have in *In re PHH Lender Placed Insurance Litigation*, No.
3 12-01117-NLH-KMW (D.N.J. Jan.19, 2017).

4 7. The Class Representatives and all Class Members are hereby barred
5 and permanently enjoined from instituting, asserting or prosecuting any or all of
6 the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

7 8. The Plan Of Distribution of the Net Settlement Fund as described in
8 the Notice to Class Members is hereby approved, subject to modification by further
9 order of this Court, which may, at the discretion of the Court, be entered without
10 further notice to the Class. Any order or proceedings relating to the Plan Of
11 Distribution or amendments thereto shall not operate to terminate or cancel the
12 Stipulation or affect the finality of this Order approving the Settlement.

13 9. The Court hereby decrees that neither the Stipulation nor this Order
14 nor the fact of the Settlement is an admission or concession by Defendants or
15 Defendants’ Releasees of any fault, wrongdoing or liability whatsoever, or as an
16 admission of the appropriateness of class certification for trial or dispositive
17 motion practice. This Order is not a finding of the validity or invalidity of any of
18 the claims asserted or defenses raised in the Action. Nothing relating to the
19 Settlement shall be offered or received in evidence as an admission, concession,
20 presumption or inference against Defendants or Defendants’ Releasees in any
21 proceeding, other than such proceedings as may be necessary to consummate or
22 enforce the Stipulation or to support a defense based on principles of res judicata,
23 collateral estoppel, release, good faith settlement, judgment bar or reduction, or
24 any other theory of claim preclusion or issue preclusion or similar defense.

25 10. Class Counsel are awarded attorneys’ fees in the amount of
26 \$_____, and reimbursement of Litigation Expenses in the amount of
27 \$_____, such amounts to be paid from out of the Settlement Fund in
28

1 accordance with the terms of the Stipulation. Of the Litigation Expenses, \$____
2 may be paid to the Class Representatives as service awards.

3 11. The Court hereby retains and reserves jurisdiction over:
4 (a) implementation of this Settlement and any distributions from the Settlement
5 Fund; (b) the Action, until the Effective Date and until each and every act agreed
6 to be performed by the Parties shall have been performed pursuant to the terms and
7 conditions of the Stipulation, including the exhibits appended thereto; and (c) all
8 Parties, for the purpose of enforcing and administering the Stipulation and the
9 Settlement.

10 12. There being no just reason for delay, the Clerk of Court is hereby
11 directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal
12 Rules of Civil Procedure.

13 13. In the event that the judgment does not become Final in accordance
14 with ¶IV(A)(17) of the Stipulation, then the final judgment shall be rendered null
15 and void to the extent provided by and in accordance with the Stipulation, and this
16 Order shall be vacated. In such event, all orders entered and releases delivered in
17 connection with the Settlement shall be null and void. In such event, the Action
18 shall return to its status immediately prior to execution of the Stipulation.

19 **LET JUDGMENT BE ENTERED ACCORDINGLY.**

20 Date: _____, 2017.

21
22 Fernando M. Olguin
23 United States District Judge
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2017, I caused to be filed the foregoing DECLARATION OF DANIEL S. ROBINSON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF CLASS NOTICE. This document is being filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: August 25, 2017

/s/ Daniel S. Robinson

Daniel S. Robinson