IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

TONIA WILLIAMS and BEVERLY DANTZLER, on behalf of themselves and all others similarly situated, *Plaintiff*, v. PHH MORTGAGE CORPORATION d/b/a PHH MORTGAGE SERVICES, *Defendant*.	Civil Action No. 3:25-CV-144-FDW-SCR

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Tonia Williams and Beverly Dantzler, individual and on behalf of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure and respectfully move the Court to enter an Order Finally Approving this Class Action Settlement Agreement.

While not admitting any fault or liability, Defendant does not oppose the relief sought in this motion.

Plaintiffs support this motion with a memorandum and declaration filed contemporaneously with this motion, and such other written or oral arguments as are permitted or requested by the Court.

WHEREFORE, Plaintiffs respectfully request that this Court grant the motion and enter the proposed Order Granting Final Approval of Class Settlement.

Dated: May 26, 2026

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document was filed electronically with the clerk of court via ECF which provided notice to all parties through their counsel of record.

This the 26th day of May, 2026.

/s/ Scott C. Harris
Scott C. Harris
Bryson Harris Suciu & DeMay, PLLC

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ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL AND APPROVAL OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES AND SERVICE AWARDS

THIS MATTER is before the Court upon two motions filed by Plaintiffs Tonia Williams and Beverly Dantzler ("Plaintiffs") the Unopposed Motion for Final Approval of Class Settlement and Motion for Approval of Plaintiffs' Attorney's Fees, Expense and Service Awards. [DE 48, 51]. Defendant PHH Mortgage Corporation d/b/a PHH Mortgage Services ("Defendant" or "PHH") and Plaintiffs (collectively referred to as "the Parties") reached and entered into a Stipulation of Settlement and Release ("the Agreement"), which, with its incorporated exhibits, sets forth the terms of the Parties' agreement to settle and dismiss this litigation on a class-action basis (the "Settlement"[1]) subject to the Court's approval;

The Court previously entered an order regarding preliminary approval of class action settlement, certifying classes for purposes of settlement, directing notice to the classes, and

[1] Unless otherwise noted, capitalized terms in this order shall have the same meanings given to them in the Stipulation of Settlement and Release (DE 41-1).

scheduling fairness hearing. [DE 46]. The Court conditionally certified the FDCPA Class, the California Class, and the North Carolina Class for settlement purposes only and finding further the Settlement was sufficiently fair, reasonable, and adequate…." *Id*. at ¶¶4, 7.

The Court has reviewed Plaintiffs' motions, the Settlement, and the pleadings filed to date in this matter to determine whether the proposed Settlement Class should be finally approved, and due and adequate notice having been given to the Court and the Settlement Class, and the Court having considered the papers and proceedings in this matter, and being fully advised,

IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the Motion is **GRANTED**. Accordingly, the Court hereby **FINDS, ORDERS, ADJUDGES, AND DECREES** as follows:

I. Background

a. Procedural History

On or about December 18, 2023, Plaintiff Beverly Dantzler filed her action in the United States District Court for the Central District of California. *Dantzler v. PHH*, Case No. 2:23-cv-10562-SRM, DE 1 (C.D. Cal.). Plaintiff Dantzler contended PHH's notice of default letters contained false threats that PHH intended to immediately accelerate and foreclose upon her loan if she did not cure her default, when PHH did not intend and legally could not accelerate and foreclose until her loan became at least 120 days delinquent. Following an amended complaint, on March 12, 2024, PHH moved to dismiss Plaintiff Dantzler's claims on March 26, 2024. *Dantzler*, No. 2:23-cv-10562-SRM, DE 19. The district court granted that motion in part and denied it in part. *Dantzler v. PHH Mortg. Corp.*, No. 2:23-cv-10562-SRM, 2024 WL 5379405 (C.D. Cal. Dec. 23, 2024).

Subsequently, Plaintiff Williams filed her action against PHH on January 14, 2025, in

Mecklenburg County Superior Court ([DE 1-2]). PHH removed the case to this Court, the Western District of North Carolina, Charlotte Division on February 26, 2025. ([DE 1]). Like Plaintiff Dantzler, Plaintiff Williams also contended PHH's notice of default letters contained false threats that PHH intended to immediately accelerate and foreclose upon her loan if she did not cure her default, when PHH did not intend and legally could not accelerate and foreclose until her loan became at least 120 days delinquent. Following Plaintiff Williams amended complaint ([DE 12]), PHH moved to dismiss on April 16, 2025, ([DE 15]), arguing, among other things, that the "least sophisticated consumer" could not reasonably interpret PHH's notice of default letters as a threat of imminent legal action. ([DE 16 at 6]). The motion remains pending.

Throughout the litigation, the Parties engaged in extensive discovery in addition to appearing at in-person hearings. A summary of the litigation was included in the Declaration of Scott C. Harris. [DE 42]. The Parties have explained that they recognized the possibility that different courts can reach different conclusions on the merits of the claims presented. Indeed, cases involving the notice of default letters sent by other mortgage servicers have had disparate outcomes. In addition, the magistrate judge in a related action alleging the same conduct and asserting similar claims recommended that all claims against PHH be dismissed with prejudice. *See Alexander v. PHH Mortg. Corp*., No. 1:25-cv-01006-MHC-WEJ, 2025 WL 2094084 (N.D. Ga. Jun. 5, 2025). A District Judge in another related case also dismissed a similar case with prejudice. *See Polcare v. PHH Mortg. Corp*., No. 1:24-cv-639-LEK-CFH, 2025 WL 3085653 (N.D.N.Y. Sept. 30, 2025). Plaintiffs appealed both matters (*Alexander* to the District Court; *Polcare* to the Second Circuit Court of Appeals) and both have now been resolved.

On October 7, 2025, the Parties participated in a settlement conference with mediator Marty Van Tassel of Upchurch Watson White & Max, during which the Parties made substantial

progress in reaching an agreement in principle, subject to final approval by PHH, on several material terms for a class action settlement. In the weeks that followed, the Parties, assisted by Mr. Van Tassel, continued to negotiate, and ultimately reached agreement on the Settlement, as embodied in the Agreement.

b. Settlement Terms

i. *The Proposed Settlement Class*

The Agreement provides relief to a Settlement Class, defined to include each of the following:

- **The FDCPA Class:** All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the FDCPA Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them,

- **The California Class**: All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the California Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

- **The North Carolina Class**: All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025. Excluded from the North Carolina class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

The three Settlement Classes contain 95,983 separate loans, and an even greater number of Settlement Class Members. DE 38-1 ¶ 6 (Declaration of Kevin Campbell). Of those loans, 9,551 are in both the FDCPA Class and either the California or North Carolina Cass. *Id*.

ii. *Monetary Relief*

PHH agreed to create three Settlement Funds for the Settlement Class, the FDCPA, California, and North Carolina Settlement Funds, each of which is $500,000, for a total amount of $1,500,000. PHH has also agreed to pay up to $200,000 of Costs of Administration directly, separate and apart from the Settlement Funds. Agreement ¶¶ 1.1.11, 6.3. The total monetary value of the Settlement is $1,700,000.

After payment of any Attorneys' Fees and Expenses and Service Awards, and subject to any Costs of Administration that exceed the $200,000, all of which will be applied to the Settlement Funds on an equal basis: all California Class Loans shall receive an equal allocation of the remaining balance of the California Settlement Fund, payable jointly to all borrowers on each such loan (approximately 20,612 loans meet this definition); all FDCPA Class Loans shall receive an equal allocation of the remaining balance of the FDCPA Settlement Fund, payable jointly to all borrowers on each such loan (approximately 77,517 loans meet this definition); all North Carolina Class Loans shall receive an equal allocation of the remaining balance of the North Carolina Settlement Fund, payable jointly to all borrowers on each such loan (approximately 7,405 loans meet this definition).

Any Class Loan that meets more than one Class Loan definition (i.e., a loan that meets both the FDCPA Class Loan and California Class Loan definitions or a loan that meets both the FDCPA Class Loan and North Carolina Class Loan definitions) shall receive an Individual Allocation from each applicable Settlement Fund. The net payments to each Settlement Class Member vary depending upon whether the Settlement Class Member is a member of the North Carolina Class, California Class, or the FDCPA Class, or some combination of the three. Based on the Court's award of the full amount of requested Attorneys' Fees and Expenses and Service Awards, the

current estimated per loan payment is $4.34 for the FDCPA Class, $16.33 for the California Class, and $45.46 for the North Carolina Class

Individual Allocations shall be distributed by check unless alternative arrangements for electronic distribution are made by a Settlement Class Member with the Settlement Administrator. None of the Settlement Class Members must submit a claim or otherwise do anything at all to receive his or her Individual Allocation of the Settlement Funds; Individual Allocations will automatically be provided to all Settlement Class Members who did not opt out. No portion of the Settlement Funds will revert to PHH. Individual Allocation relief that remains undeliverable three hundred (300) days after the Final Settlement Date despite the Settlement Administrator's efforts to locate the Settlement Class Members shall be paid to the Asheville, North Carolina Chapter for Habitat for Humanity.

iii. ***Release of Claims against PHH***

In exchange for the relief just described, Plaintiffs and the Settlement Class Members, upon entry by the Court of this Order, will release PHH from any and all claims of any kind that relate to or arise from of any Notice of Default sent by PHH to Settlement Class Members during the relevant time periods for each of the Settlement Classes. Agreement ¶¶ 1.1.42, 1.1.43, 1.1.44, 1.1.45, 3.3.

iv. ***Payment of Notice and Administration Costs***

Based on the Agreement, the Court approved the Parties' hiring of Eisner Advisory Group, LLC ("Eisner") as the Settlement Administrator. [DE 46]. As Settlement Administrator, Eisner's responsibilities include providing notice of the Settlement to the proposed Settlement Class, including a mailed Postcard Class Notice, an emailed Email Class Notice, and a Long Form Class Notice, establishing the Settlement Website, and operating a toll-free number for Settlement Class

Members to call to receive information about the Settlement (as well as an email address). Up to $200,000 of the costs of distributing notice and, more generally, for Settlement Administration are being paid by PHH outside of, and in addition to, the Settlement Funds being offered to Settlement Class Members. [DE 41-1 ¶ 1.1.11].

v. *Class Counsel Fees and Expenses and Service Awards*

Any fee and expense awards and service awards the Court approves will be paid from the Settlement Funds, on a pro rata basis (*Id.* ¶¶ 9.1, 9.2), but the Settlement is not conditioned upon the Court approving *any* fee and expense awards to Class Counsel or service award to Plaintiffs. In fact, PHH reserved their right to object to the requests for attorney's fees and expenses. (*Id*. ¶ 9.1).

In accordance with the Preliminary Approval Order, Plaintiffs have now sought attorneys' fees of $500,000, which is less than 30% of the total settlement value, plus $8,003.82 in unreimbursed expenses. Plaintiffs are also seeking Service Awards of $5,000 each. There have been no objections regarding the requested attorney's fees and incentive awards.

c. Notice to and Reaction of the Settlement Class

Following preliminary approval of the Settlement, and as ordered by the Court in its Preliminary Approval Order, the Parties caused the Settlement Administrator to distribute timely notice of the Settlement to the Settlement Class Members. (*See Declaration of Ryan Aldridge* ("*Aldridge Decl*.") ¶¶ 4–14. On March 4, 2026, Eisner disseminated notice to the Settlement Class pursuant to the notice plan. In particular, for those Class Loans for which PHH had an available email address, Eisner, after performing an email hygiene and verification process, emailed the Email Class Notice. *Id*. ¶ 7. For those Class Loans for which PHH either did not have a valid email address or the Email Class Notice bounced back, Eisner mailed the Postcard Class Notice to the

address of record in PHH's files, after checking the National Change of Address database. *Id*. ¶¶ 8–10. Eisner also executed supplemental mailings to Class Loans for which the initial Postcard Class Notice was returned as undeliverable, but for which Eisner was able to obtain an alternative mailing address. *Id*. ¶ 10. In total, nearly 99% of the Class Loans received a Class Notice, with 84.45% receiving the notice by email and 14.26% receiving the notice by mail. *Id*. ¶ 15. In addition, Eisner also created the Settlement Website, which was operational on March 4, 2026. *Id*. ¶ 12. The Settlement Website included copies of the operative complaint, the Long Form Class Notice, the Preliminary Approval Order, Plaintiffs' motion for attorneys' fees, expenses, and service awards, and the Agreement. *Id*. The website also provided answers to frequently asked questions, included important dates and described the procedures for opting out or objecting to the Settlement, and allowed Settlement Class Members to elect to receive their Individual Allocations electronically or to change the address to which checks would be mailed. *Id*. Finally, Eisner created a toll-free interactive voice response ("IVR") system and established an email address for fielding queries from Settlement Class Members. *Id*. ¶¶ 13–14.

The Court previously set a deadline of May 5, 2026, by which requests for exclusion from Potential Settlement Class Members had to be received by the Settlement Administrator. Twenty-two (22) requests for exclusion were received by Eisner before the deadline, with one more being received after the deadline. *Id*. ¶ 18. May 5, 2026 was also the deadline for Settlement Class Members to file objections to the Settlement, but there have been no objections.

II. Legal Standard

A class action may not be settled without approval of the Court. Fed. R. Civ. P. 23(e). The primary concern is the "protection of class members whose rights may not have been given adequate consideration during the settlement negotiations." *In re Jiffy Lube Sec. Litig.*, 927 F.2d

155, 158 (4th Cir. 1991). The Court may "limit its proceedings to whatever is necessary to aid it in reaching an informed, just and reasoned decision." *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975). If the Court concludes that the proposed settlement is "fair, reasonable, and adequate," it will give final approval to the settlement. *In re Red Hat, Inc. Sec. Litig.*, 5:04-CV-473-BR(3), 2010 WL 2710517, at *1 (E.D.N.C. June 11, 2010) (citations omitted).[2] The Court begins with a "strong initial presumption that the compromise is fair and reasonable." *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991).

The Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual for Complex Litigation (Fourth)* ("MCL"), § 21.632 (4th ed. 2004). The approval process involves two steps. At the first, or preliminary approval stage, the Court need only find that the settlement is within "the range of possible approval" and warrants notice being issued to the class. *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 827 (E.D.N.C. 1994) (citing *In Re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)). This first step involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Id.*; *see also See Manual for Complex Litigation*, Sec. 30.41 (3d ed. 1995). It is only after a court has preliminarily approved a settlement, and notice has been provided to the Class, that the court makes a final determination of the fairness, adequacy, and reasonableness of a Settlement.

The primary concern for a court in reviewing a proposed class settlement is to ensure that the rights of class members have received sufficient consideration in settlement negotiations. *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158-59. Approval of a class action settlement is committed to

[2] Report and recommendation adopted, 5:04-CV-473-BR, 2010 WL 2710446 (E.D.N.C. July 8, 2010).

the "sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances." *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001).

Moreover, as the Fourth Circuit has recognized, courts strongly favor and encourage settlements. *See, e.g., United States v. Manning Coal Corp.*, 977 F.2d 117, 120 (4th Cir. 1992) ("It has long been clear that the law favors settlement."). "This is particularly true in class actions" and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Six v. LoanCare, LLC*, Case No. 5:21-cv-00451, 2022 WL 16747291, at *3 (S.D. W. Va. Nov. 7, 2022) (slip copy) (quoting *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 311 (3d Cir. 2011) and citing *In re PaineWebber Ltd. P'ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998 (noting the "strong judicial policy in factor of settlements, particularly in the class action context")).

III. Final Approval of the Settlement

a. Final Certification of the Settlement Class

The Court previously preliminarily and conditionally certified the Settlement Class, including the FDCPA Class, the California Class, and the North Carolina Class, in its Preliminary Approval Order. [DE 46]. The Court finds that there have been no objections to class certification and no change in circumstances to alter the Court's previous conclusion that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b) have been satisfied for settlement purposes for the Settlement Class, including for each of the California Class, the North Carolina Class, and the FDCPA Class. Accordingly, the Court will make final its certification of each Settlement Class, for the reasons stated in the Preliminary Approval Order and based on the totality of the record herein. The Court specifically finds that: (a) the number of Settlement Class

Members for each of the three classes is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent (Plaintiff Williams for the FDCPA Class and North Carolina Class and Plaintiff Dantzler for the California Class); (d) Plaintiffs have fairly and adequately represented and will continue to fairly and adequately represent the interests of the Settlement Class Member for purposes of the Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

The Court also finally appoints Scott C. Harris of Bryson Harris Suciu & DeMay PLLC and Edward H. Maginnis and Karl S. Gwaltney of Maginnis Howard as Class Counsel as Class Counsel for the Settlement Class. The Court also finally designates Plaintiffs Tonia Williams and Beverly Dantzler as the class representatives.

b. The Best Practical Notice was provided to the Settlement Class., and that notice was reasonable and adequate.

Before granting final approval, a court must ensure that reasonable and adequate notice was provided to class members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812–13 (1985). This is because the Due Process Clause and Rule 23 require a court to "direct notice … to all class members who would be bound by the" settlement. Fed. R. Civ. P. 23(e)(1)(B). Such notice must be "the best notice that is practicable under the circumstances," directed individually "to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

Here, both the form and content of the Class Notices, and the method of distributing notice to the Settlement Class, satisfied all applicable requirements of law.

Form and content. The Court approved the form and content of the Parties' proposed notice plan as constituting "the best notice practicable to the Settlement Class under the circumstances." [DE 46 ¶ 17]. There have been no objections to the form and content of the Class Notices and there is no reason for the Court to depart from this conclusion now. The notice was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Settlement, Settlement Class Members' right to object or exclude themselves from the Agreement and proposed Settlement, and to appear at the Fairness Hearing; was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

***Methods of distribution*.** The Court also previously approved the Parties' methods of delivering notice to the Settlement Class Members. *Id*. The Settlement Administrator has now verified compliance with the Court-approved notice program, and that it reached nearly 99% of the Settlement Class Members. *Aldridge Decl*. ¶ 6–14.[3] No one has objected to the method of notice and there is no fact in evidence undermining the conclusion that the notice provided was the best notice practicable and effective in its reach.

In addition, the Settlement Class Members could access the Settlement Website beginning on March 4, 2026. *Id*. ¶ 12. The Settlement Website allowed Settlement Class Members to view and download copies of the Class Notices (including the Long Form Class Notice), the Settlement

[3] The Settlement Administrator attempted to send notice, via email and first-class mail, to all members of the Settlement Class. The roster of Settlement Class Members contained 95,983 loans. A total of 1,953 emailed Class Notices and a total of 1,172 mailed Class Notices were returned as undeliverable, without forwarding address information. Of those, the Settlement Administrator was able to obtain updated address information for 2,147 Class Loans, but 259 remailed notices were subsequently returned as undeliverable. *See* Aldridge Decl. ¶ 14. In short, the direct reach rate was over 98%. *Id*. (94,746 of 95,983).

Agreement, Preliminary Approval Order, the Operative Complaint, and other case documents (*id*.). The Settlement Website also included a summary of important deadlines, a frequently asked questions section, instructions for opting-out from or objecting to the Settlement, and information on how to contact the Settlement Administrator. *Id*. The Settlement Administrator also created a toll-free IVR (interactive voice response) system that enabled callers to listen to answers to various questions about the Settlement and set up an email address. *Id.* ¶¶ 13–14. Class Counsel further fielded numerous calls from Settlement Class Members to discuss the Settlement. [DE 52].

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by the Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finally concludes that the notice provided in this case satisfied all the requirements of Rule 23(c)(2)(B) and Due Process.

c. The Settlement is fair, adequate, and reasonable.

Rule 23(e) provides five requirements that must be satisfied for a proposed class settlement to secure final approval:

> (1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.
>
> (2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.
>
> (3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.
>
> (4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.
>
> (5) Any class member may object to the proposal if it requires court approval under the subdivision (e); the objection may be withdrawn only with the court's approval.

Fed. R. Civ. P. 23(e)).

Further, in determining whether a settlement meets the requirements of Rule 23, the Fourth Circuit "adopted a bifurcated analysis, separating factors relating to the 'fairness' of the settlement from those relating to its 'adequacy'." *Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 855 F. Supp. 825, 828 (E.D.N.C. 1994).[4] Fairness focuses on whether the proposed settlement was the product of good-faith bargaining at arm's length, free from collusion. *Jiffy Lube*, 927 F.2d at 159. Adequacy "focuses on whether the consideration provided to the class members is sufficient." *Beaulieu v. EQ Indus. Servs., Inc.*, No. 5:06-CV-00400BR, 2009 WL 2208131, at *23 (E.D.N.C. July 22, 2009). The proposed settlement is "not to be judged against a hypothetical or speculative measure of what might have been achieved by negotiators" in the best of all possible deals. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (affirming district court's final approval of class settlement).

In analyzing the adequacy of a proposed settlement, courts in this Circuit consider the *Jiffy Lube* factors: (1) the relative strength of the case on the merits; (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial; (3) the expected duration and expense of additional litigation; (4) the solvency of the defendants and the probability of recovery on a litigated judgment; and (5) and the degree of opposition to the

[4] "In the Fourth Circuit, the Rule 23(e)(2) analysis has been condensed into the two-step *Jiffy Lube* test which examines the fairness and adequacy of the settlement." *Skochin v. Genworth Fin., Inc.*, Civil Action No. 3:19-cv-49, 2020 WL 6697418, at *2 (E.D. Va. 2020) (slip copy); *In re Lumber Liquidators Chinese-Manufactured Flooring Prods., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) ("[B]ecause our factors for assessing class action settlement almost completely overlap with the new Rule 23(e)(2) factors, the outcome … would be the same under both our factors and the Rule's factors."); *see also Yost v. Elon Prop. Mgmt. Co.-Lexford Pools 1/3, LLC*, Civil Action No. ELH-21-1520, 2023 WL 185178, at *4 (D. Md. Jan. 13, 2023) (same) (granting final approval after evaluating adequacy and fairness of settlement under *Jiffy Lube* factors).

proposed settlement. *Beaulieu*, 2009 WL at *26 (citing *Jiffy Lube*, 927 F.2d at 158; *Horton*, 855 F. Supp. at 829–30).

Consideration of the applicable factors reveals that the Parties' proposed Settlement merits final approval. As to Rule 23(e), the Court-approved notice program directed the best notice practicable under the circumstances to all Settlement Class Members (*see supra*), and a final fairness hearing was held on June 9, 2026. The motion for final approval and the submissions made in support of it demonstrate that there are no agreements other that the Settlement Agreement itself, Settlement Class Members have had an appropriate time to opt-out or object; and currently there have been ***no*** objections filed against the Settlement or Plaintiffs' request for Attorneys' Fees and Expenses or Service Awards.

The Parties' Settlement was the product of serious, informed, arm's-length, and non-collusive negotiations. Before settling this matter, the Parties mediated this action at arm's-length. They exchanged informal discovery and participated in informal negotiations and mediation conducted by an experienced mediator. By the time the mediation occurred, Class Counsel, who are both experienced in not only prosecuting complex class action claims such as these but specifically this type of litigation, had "a clear view of the strengths and weaknesses" of their case and were in a strong position to make an informed decision regarding the reasonableness of a potential settlement. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 745 (S.D.N.Y. 1985) *aff'd*, 798 F.2d 35 (2d Cir. 1986).

The Settlement has no obvious deficiencies and treats class members equitably, including by properly distinguishing between members of the FDCPA, California, and North Carolina Classes. The intrinsic value of the net settlement payments to Settlement Class Members is readily

apparent when one considers the risks inherent in continued and protracted litigation and the expense and delay that accompany the appeal process.

The Settlement is particularly valuable to absent Settlement Class Members who, but for the Settlement, likely would be unaware of the existence of their legal claims. Even if they were aware, given the relatively small amounts of money involved, absent class members and attorneys who may represent them could have little incentive to prosecute individual actions, notwithstanding the potential availability of statutory damages and attorneys' fees were they to eventually prevail. The alternative to bringing this case as a class action is bringing thousands of individual claims against PHH. In resolving the potential claims of thousands of individuals in one fell swoop, this Settlement is more efficient than potentially litigating thousands of individual claims. None of the Settlement Class Members must submit a claim or otherwise do anything at all to receive his or her Individual Allocation of the Settlement Funds.

The adequacy, fairness, and reasonableness of this Settlement is further supported by the fact that there is a substantial split of authority among federal courts regarding the viability of claims like these against PHH. *See Alexander v. PHH Mortg. Corp*., No. 1:25-cv-01006-MHC-WEJ, 2025 WL 2094084 (N.D. Ga. Jun. 5, 2025) (recommending that substantially similar claims against PHH be dismissed); *Polcare v. PHH Mortg. Corp*., No. 1:24-cv-639-LEK-CFH, 2025 WL 3085653 (N.D.N.Y. Sept. 30, 2025) (dismissing substantially similar claims against PHH).

Finally, in the absence of any evidence of collusion or inequitable treatment of class members relative to each other, a court should give "great weight to the recommendations of counsel for the parties, given their considerable experience in this type of litigation." *Warren v. Tampa*, 693 F. Supp. 1051, 1060 (M.D. Fla. 1988). "'When the parties' attorneys are experienced and knowledgeable about the facts and claims, their representations to the court that the settlement

provides class relief which is fair, reasonable and adequate should be given significant weight.'" *Id.* at *4 (quoting *Rolland v. Cellucci*, 191 F.R.D. 3, 10 (D. Mass. 2000)). In the present case, appointed Class Counsel, who recommends the Settlement, is skilled and experienced in consumer class actions and specifically in the litigation of claims based on convenience fees and other mortgage-related class actions.

d. The requested Attorneys' Fees and Expenses and Service Awards are reasonable.

The Court also finds that Plaintiffs' requested Attorneys' Fees and Expenses and Service Awards are fair and reasonable. Plaintiffs seek a fee award of $500,000 for Class Counsel, which is less than 30% of the value of the monetary relief that PHH has agreed to provide. This is a reasonable percentage of the total settlement value. Plaintiffs' also seek reimbursement of $8,003.82 in expenses, which is also reasonable. Finally, Plaintiffs seek Service Awards in the amount of $5,000 to each Plaintiff, for $10,000 in total. The Court finds that a $5,000 Service Award is consistent with service awards approved in similar cases and is reasonable.

III. Conclusion

In accordance with the foregoing analysis, the Court **ORDERS and ADJUDGES** as follows:

1. The Court FINDS that it has personal jurisdiction over the Parties and all Settlement Class Members as well as subject matter jurisdiction to approve the Agreement, including all attached exhibits, and to enter this Order;

2. The Settlement Class, including the FDCPA, California, and North Carolina Classes, preliminarily certified by the Court on February 4, 2026, are hereby finally certified for settlement purposes only, as it fully satisfies all the applicable requirements of Rule 23 and due process.

a. As set forth in the supplemental declaration Ryan Aldridge of Eisner, the Settlement Administrator, there were timely received requests for exclusion covering 22 Class Loans. Those 22 timely and validly submitted requests for exclusion are reflected in Exhibit D to Mr. Aldridge's declaration. The Court approves each of the 22 timely and validly submitted requests for exclusion that are reflected in Exhibit D to Mr. Aldridge's declaration, and thereby excludes from the Settlement Class each of the 22 Class Loans and all Potential Settlement Class Members covered by those exclusion requests.

b. One request for exclusion was both post-marked and received after the Objection/Exclusion Deadline. That late request for exclusion is also reflected in Exhibit D to Mr. Aldridge's declaration. *See Aldridge Decl*. ¶ 18, Ex. D. Because that request was both submitted and received after the mandatory deadline, it is not valid, the Court does not approve them, and remain Settlement Class Members.

3. The Court finds and concludes that Plaintiffs and Class Counsel have adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.

4. The Class Notice implemented pursuant to the Agreement (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object or exclude themselves from the Agreement and proposed Settlement; and to appear at the Fairness Hearing; (c) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of the Federal Rules of

Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

5. The Agreement and the proposed Settlement are approved as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members, and the Parties and their counsel are directed to implement and consummate the Agreement according to its terms and provisions;

6. The Agreement is binding upon, and shall have res judicata and collateral estoppel effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, Plaintiff and the Settlement Class Members;

7. The Release set forth in Section 3 of the Agreement is incorporated herein and made effective as of the Final Settlement Date and the Released Persons are forever discharged as set forth in the Agreement;

5. Settlement Class Members are permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims. However, Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement;

8. The Court retains continuing and exclusive jurisdiction over all matters relating to the Settlement or the consummation of the Settlement; the validation of the Settlement; the construction and enforcement of the Settlement and any orders entered pursuant thereto; and all other matters pertaining to the Settlement or its implementation and enforcement;

9. Neither this Final Order and Judgment, nor the Settlement, nor any other document referred to herein, nor any action taken to carry out this Final Order and Judgment, is, may be construed as, or may be used as an admission or concession by or against PHH or the Released Persons of the validity of any claim or defense or any actual or potential fault, wrongdoing, or liability. PHH continues to deny that the Action or the Related Case meets the requisites for class certification under Rule 23 for any purpose other than settlement, and nothing herein shall be construed otherwise. Entering into or carrying out the Settlement, and any negotiations or proceedings related to it, shall not in any event be construed as, or deemed evidence of, an admission or concession as to PHH's denials or defenses, and shall not be offered or received in evidence in any action or other tribunal for any purpose whatsoever, except as evidence to enforce the provisions of the settlement and this Final Order and Judgment; provided, however, that the settlement and Final Order and Judgment may be filed in any action brought against or by PH or the Released Persons to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

10. This Final Order and Judgment shall become null and void and shall be without prejudice to the rights of the parties and Settlement Class Members, all of whom shall be restored to their respective positions existing immediately before the Court entered its February 4, 2026 Preliminary Approval Order, if: (a) the Settlement does not reach the Final Settlement Date as defined in Agreement; (b) the Settlement is terminated by a Party in accordance with its provisions; or (c) the Settlement does not become legally effective for any other reason.

11. The Action is dismissed on the merits and with prejudice (including all individual claims and class action claims presented thereby) and shall be final and entered forthwith, without fees or costs to any Person or Party except as provided in the Agreement;

12. Class Counsel and Plaintiff Dantzler are hereby ORDERED to file a stipulation of dismissal with prejudice of the Related Case within seven (7) days of the Final Settlement Date that is jointly signed by all parties to the Related Case;

13. Without affecting the finality of the Final Order and Judgment for purposes of appeal, the Court retains jurisdiction as to the administration, consummation, enforcement and interpretation of the Agreement and the Final Order and Judgment, and for any other necessary purpose; and

14. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel for the Settlement Class Attorneys' Fees and Expenses in the amount of $508,003.82, comprising $500,000 in attorneys' fees and $8,003.82 in expenses. The Court also awards Plaintiffs $5,000 each in Service Awards, for a total of $10,000. The Attorneys' Fees and Expenses and Service Awards shall be paid on an equal basis from the Settlement Funds, with $172,667.94 in total Attorneys' Fees and Expenses and Service Awards being paid from each of the three Settlement Funds.

DATED: _____

SO ORDERED:

_____
United States District Court Judge