

FILED
10-29-2024
Anna Maria Hodges
Clerk of Circuit Court
2023CV009204

DATE SIGNED: October 29, 2024

Electronically signed by Timothy M Witkowiak
Circuit Court Judge

STATE OF WISCONSIN

**CIRCUIT COURT
CIVIL DIVISION**

MILWAUKEE COUNTY

JAMES ELLIS and DARRYL ELLIS,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER,

Defendant.

Case No. 2023CV9204

Hon. Timothy Witkowiak
Branch 22

[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This matter, having come before the Court on Plaintiff’s Motion for Final Approval of Class Action Settlement,

IT IS HEREBY ORDERED:

1. On February 29, 2024, the Court preliminarily approved the Class Action Settlement Agreement reached between Plaintiffs James Ellis and Darryl Ellis and Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper (“Defendant” or “Nationstar”). The Court approved

a form of notice which included mailing postcard notice to the class certified for purposes of this settlement and establishing a settlement website, including the long form notice and claim form. The Court is informed that actual postcard notice was sent by first class mail to 129,013 class members. A total of 6,899 postcards were returned by the United States Postal Service, 3,227 of which were returned with forwarding addresses and re-mailed. Zero class members requested exclusion and zero objections were filed or received.

2. A total of 8,228 class members timely submitted the proof of claim form by September 16, 2024, and are therefore entitled to a *pro rata* share of the monetary benefits of the settlement. That number includes 168 subclass members, who will each receive \$350 plus a *pro rata* share of the monetary benefits of the settlement.

3. The Parties do not object to including the late claimants through October 28, 2024 in the class recovery. As of October 28, 2024, 538 late class claims and 10 late subclass claims had been filed.

4. On October 29, 2024, the Court held a fairness hearing to which class members, including any with objections, were invited.

5. The Court finds that provisions for notice to the class satisfy the requirements of Wis. Stat. § 803.08 and due process.

6. The Court finds the settlement is fair and reasonable and hereby approves the Class Action Settlement Agreement submitted by the parties, including the Release and payment of settlement funds as follows:

- i. Based on their petition, Class Counsel shall receive from the Common Fund \$350,000.00 as reasonable attorneys' fees, costs, and expenses of this lawsuit. Class Counsel will not request additional fees or costs from Defendant or the Class Members other than the Court-awarded fees and costs. These attorneys' fees and costs awarded by the Court shall be paid by check within thirty (30) days

of the Effective Date, as that term is defined in the Settlement Agreement.

- ii. American Legal Claim Services, LLC shall receive \$150,000.00 as costs of administration of the class action settlement.
 - iii. Class Representatives James Ellis and Darryl Ellis will each receive \$12,500.00 in settlement of their individual claims and as an incentive award for serving as class representatives. These funds shall be paid by check within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.
 - iv. Subclass members who returned a claim form post marked by October 28, 2024, shall be paid Three Hundred Fifty (\$350) by check, void one hundred and twenty (120) days after issuance. These funds shall be paid by check from the claims administrator, within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.
 - v. Class members, including Subclass members, who returned a claim form post marked by October 28, 2024, shall be paid their *pro rata* share of the remainder of the Settlement Fund, void one hundred and twenty (120) days after issuance. These funds shall be paid by check from the claims administrator, within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.
7. The Class Representatives and the Class grant Defendant the following release:
- Class Representatives James Ellis and Darryl Ellis and each and every member of the Class who has not opted out, including each and every one of their respective present, former and future agents, representatives, attorneys, heirs, administrators, executors, assigns or any other person acting on their behalf or for their benefit (collectively, "Releasers") hereby release and discharge Defendant, as well as its respective predecessors and successors in interest and present, former and future affiliates, parents, subsidiaries, related parties, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, collectors, brokers, assigns, or entities (collectively, "Releasees") from any causes of action, suits, claims or demands whatsoever, in law or in equity, known or unknown at this time, which the Class Representatives and the Class now have or ever had against the Releasees, or any of them, under any legal theory, whether or not alleged, arising out of the allegations in or subject matter of the Complaint.
8. The Court finds the Class Action Settlement Agreement fair and made in good faith.

9. The Court dismisses the claims of Class Representatives and the Class as set forth in the Class Action Settlement Agreement against Defendant and the Releasees with prejudice and with costs pursuant to the provisions set forth in paragraph 8 below.

10. Based upon the submissions of Class Counsel, the Court finds that Class Counsel's hourly rates, the number of hours counsel expended on the case, and the multiplier of 1.02 to be reasonable, and awards attorneys' fees and costs of \$350,000.00 to Ademi LLP.