

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DANIELLE BROWN and ROY BROWN, *on
behalf of themselves and all similarly situated
consumers,*

Plaintiffs,

v.

STAR 214, LLC and STATEBRIDGE
COMPANY, LLC,

Defendants.

Civil Action No. 1:24-cv-01964-WEF

**PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Danielle Brown and Roy Brown, on behalf of themselves and the Settlement Class Members, and under Fed. R. Civ. P. 23, hereby move the Court for preliminary approval of the class action settlement for the reasons outlined in their contemporaneously filed memorandum of law. The proposed Settlement Agreement (which includes a proposed preliminary approval order) is attached as Exhibit 1.

Respectfully submitted,
PLAINTIFFS

/s/ Kristi C. Kelly

Kristi C. Kelly, VSB #72791
Andrew J. Guzzo, VSB #82170
Casey S. Nash, VSB #84261
J. Patrick McNichol, VSB #92699
Matthew G. Rosendahl, VSB #93738
KELLY GUZZO, PLC
3925 Chain Bridge, Suite 202
Fairfax, VA 22030
Telephone: (703) 424-7572
Facsimile: (703) 591-0167

Email: kkelly@kellyguzzo.com
Email: aguzzo@kellyguzzo.com
Email: casey@kellyguzzo.com
Email: pat@kellyguzzo.com
Email: matt@kellyguzzo.com

Counsel for Plaintiffs

Brown et al. v. Star 214, LLC et al.

United States District Court for the Eastern District of Virginia

Case No. 1:24-cv-01964-LMB-WEF

Settlement and Release Agreement

This Settlement and Release Agreement (the “Agreement”) dated as of _____, 2025 is entered into by Plaintiffs Danielle Brown and Roy Brown (“Plaintiffs”), on behalf of the Settlement Classes defined herein on the one hand, and Star214, LLC (“Star214”) and Statebridge Company, LLC (“Statebridge” and, with Star214, “Defendants”), and CAM Ventures Holdings LLC (“CAMG”) on the other hand. Plaintiffs, Defendants, and CAMG are each individually a “Party” and are collectively the “Parties.” The Parties hereby agree to the following terms in full settlement of the action titled *Danielle Brown and Roy Brown v. Star 214, LLC and Statebridge Company, LLC*, Civil Action No. 1:24-cv-01964-LMB-WEF (E.D. Va.) (the “Action”), subject to Final Approval, as defined below, by the United States District Court for the Eastern District of Virginia (the “Court”).

I RECITALS

WHEREAS, on November 2, 2024, Plaintiffs filed the Action and alleged in the Complaint that Defendants violated the Federal Debt Collection Practices Act (“FDCPA”) by attempting to collect interest that was assessed to their second-lien mortgage loan for periods of time during which Plaintiffs were not receiving monthly mortgage statements;

WHEREAS, Plaintiffs also alleged in an individual claim in the Action that Statebridge violated the Real Estate Settlement Procedures Act (“RESPA”) by failing to respond adequately to a qualified written request;

WHEREAS, Plaintiffs also asserted in the Action a declaratory judgment claim against Star214;

WHEREAS, Defendants have denied, and continue to deny, each and every claim and allegation of wrongdoing asserted in the Action, and further believe they would ultimately be successful in their defense of all claims asserted in the Action;

WHEREAS, the Parties have concluded that because further litigation involves risks and could be protracted and expensive, settlement of the Action is advisable;

WHEREAS, Plaintiffs also, in consultation with their counsel, believe that the Settlement set forth in this Agreement and as defined below provides substantial benefits to Plaintiffs and the Settlement Classes, is fair, reasonable, and adequate, and is in the best interests of Plaintiffs and the Settlement Classes;

WHEREAS, Statebridge served as servicer of the second-lien mortgage loans at issue in the Action;

WHEREAS, certain owners of second-lien mortgage liens also seek to provide additional remediation with respect to the borrowers whose loans are at issue in the Action, including the CAMG Entities (as defined below);

NOW THEREFORE, the Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement and further agree that the Action shall be fully and finally compromised, settled, released, and

dismissed with prejudice, subject to the terms and conditions of this Agreement and subject to Final Approval as set forth herein.

II TERMS OF THE SETTLEMENT

Section 1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms used in this Agreement shall have the meanings specified below:

1.1 “Administrative Costs” means all costs, fees, and expenses of the Administrator that are associated with providing notice of the Settlement to the Settlement Classes, administering and distributing the Statutory Damages Settlement Amount to the Statutory Damages Class Members, or otherwise administering or carrying out the terms of the Settlement, including but not limited to postage and telecommunications costs.

1.2 “Administrator” means American Legal Claims.

1.3 “CAMG Entity(ies)” means PNPMS Trust I, PNPMS Trust II, PNPMS Trust III, PNPMS Trust IV, CAM Ventures Holdings LLC , and CAML2B I LLC.

1.4 “CAMG Released Parties” means the Defendant Statebridge (to the extent it is the servicer of loans owned by the CAMG Entities), the CAMG Entities, and CAMG, and each of their present, former, and future parents, predecessors, successors, assigns, assignees, affiliates, conservators, divisions, departments, subdivisions, owners, partners, principals, trustees, shareholders, LLC member interest holders joint ventures, co-venturers, officers, and directors (whether acting in such capacity or individually), attorneys, vendors, insurers, reinsurers, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf.

1.5 “Class Counsel” means Kelly Guzzo, PLC.

1.6 “Class Members” means, collectively, Plaintiffs, Owner Entity Performing Loan Subclass Members, Owner Entity Defaulted Loan Modification Subclass Members, CAMG Additional Remediation Subclass Members, and Statutory Damages Class Members.

1.7 “Class Notice” means the notices attached as Exhibit B hereto.

1.8 “Class Period” means the period between November 2, 2023 through May 14, 2025.

1.9 “Class Representatives” means Plaintiffs Danielle Brown and Roy Brown.

1.10 “Class Representative Service Award” has the meaning ascribed to it in Section 3.1.

1.11 “Complaint” means the First Amended Complaint filed in the Action on April 28, 2025.

1.12 “Cy Pres Recipient” means Virginia Poverty Law Center.

1.13 “Effective Date” means when the last of the following has occurred: (1) the day following the expiration of the deadline for appealing the Final Approval Order if no timely appeal is filed, or (2) if an appeal of the Final Approval Order is taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved with an affirmance of the Final Approval Order, and the deadline for taking any further appeals has expired such that no future appeal is possible; or (3) such date as the Parties otherwise agree in writing.

1.14 “Execution Date” shall mean the date all Parties have executed the Agreement.

1.15 “Fee & Expense Award” has the meaning ascribed to it in Section 3.2.

1.16 “Final Approval” means entry by the Court of the Final Approval Order.

1.17 “Final Approval Hearing” means the date the Court holds a hearing on Plaintiffs’ motion seeking Final Approval.

1.18 “Final Approval Order” means the order and final judgment approving the Agreement, implementing the terms of this Agreement, and dismissing the Action with prejudice, in substantially the form attached as Exhibit C hereto.

1.19 “National Change of Address Database” means the change of address database maintained by the United States Postal Service.

1.20 “Objection Deadline” means sixty (60) calendar days after mailing of Class Notice (or other date as ordered by the Court).

1.21 “Opt-Out Deadline” means sixty (60) calendar days after mailing of Class Notice (or other date as ordered by the Court).

1.22 “Owner Entity(ies)” means each and all of the following entities: ATC2021 Trust; Babylon Capital, LLC; BCMB1 Trust; Eastern SAT Trust; FC201, LLC; First Age, LLC; First Spring LLC; Green MBA, LLC; NP154, LLC; NP162, LLC; NP191, LLC; NP201, LLC; NP202, LLC; NS192, LLC; NS193, LLC; NS194, LLC; Second Start, LLC; Southern MBA Trust; SRP 2012-4, LLC; SRP 2013-10, LLC; SRP 2013-9, LLC; STAR201, LLC; STAR202, LLC; STAR211, LLC; STAR212, LLC; STAR213, LLC; STAR214, LLC; STAR221, LLC; STAR222, LLC; and Third Birch, LLC.

1.23 “Plaintiffs’ Loan” means the Plaintiffs’ mortgage loan with Statebridge Loan ID 000057 [REDACTED] that is the subject of the Action.

1.24 “Preliminary Approval” means entry of the Preliminary Approval Order.

1.25 “Preliminary Approval Order” means the order proposed by the Parties and approved by the Court in connection with the Motion for Entry of the Preliminary Order to be filed by Class Representatives through Class Counsel, as described in Section 4.1 and in substantially the form attached as Exhibit A hereto.

1.26 “Released Claims” means, collectively, the claims released as described in Section 2.3(a)-(i).

1.27 “Owner Entity Released Parties” means Defendants, the Owner Entities, and each of their present, former, and future parents, predecessors, successors, assigns, assignees, affiliates, conservators, divisions, departments, subdivisions, owners, partners, principals, trustees, shareholders, LLC member interest holders joint ventures, co-venturers, officers, and directors (whether acting in such capacity or individually), attorneys, vendors, insurers, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf.

1.28 “Releasers” means all Settlement Class Members granting a release under Section 2.3 of the Agreement.

1.29 “Settlement” means the settlement of the Action by the Parties and the terms thereof contemplated by this Agreement.

1.30 “Statutory Damages Award” means the amount each Statutory Damages Class Member receives in accordance with Section 2.2(a).

1.31 “Statutory Damages Class Member” is a member of the “Statutory Damages Class” as defined in Section 2.1(a).

1.32 “Statutory Damages Loan” means the mortgage loan in connection with which a Statutory Damages Class Member receives a Statutory Damages Award.

1.33 “Statutory Damages Settlement Amount” means \$150,000.

1.34 “Settlement Classes” means, collectively, the Owner Entity Performing Loan Settlement Subclass, the Owner Entity Defaulted Loan Modification Settlement Subclass, the CAMG Additional Remediation Subclass, and the Statutory Damages Settlement Class, each of which has the meaning ascribed to it in Section 2.1.

1.35 “Settlement Fund Account” means the account into which the Statutory Damages Settlement Amount, Class Representative Service Awards, and Attorneys’ Fee Award will be deposited. The Parties agree that the Settlement Fund Account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Administrator shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund Account (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)).

Section 2. The Settlement

2.1 The Settlement Classes

(a) Solely for purposes of this Settlement, the Parties agree to certification of the following Settlement Class under Fed. R. Civ. P. 23(b)(3):

Statutory Damages Class. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

(b) Solely for purposes of this Settlement, the Parties further agree to certification of the following additional Settlement Subclasses under Fed. R. Civ. P. 23(b)(3), which consist of certain subclasses of members of the Statutory Damages Class:

Owner Entity Performing Loan Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, which loan (i) was less than 30 days past due as of May 14, 2025, or (ii) had made a full monthly payment in at least four of the six months preceding May 14, 2025, and in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements.

Owner Entity Defaulted Loan Modification Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements, and which loan is not part of the Performing Loan Settlement Subclass.

CAMG Additional Remediation Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by a CAMG Entity, was previously charged off, and is actively serviced by Statebridge, and for which, prior to October 19, 2017, either 1)

a prior servicer sent statements charging 0% interest, 2) the prior servicer did not send statements because the loan was charged off, and/or 3) Veripro previously serviced the loan and represented that interest would not be charged, and for which Statebridge sent correspondence between November 2, 2023 through May 14, 2025, that assessed interest for time periods prior to October 19, 2017.

(c) In the event that the Settlement does not receive Final Approval, or in the event the Effective Date does not occur, the Parties shall not be bound by these definitions of the Settlement Classes, shall not be permitted to use this Agreement or the class definitions herein as evidence or otherwise in support of any argument or position in any motion, brief, hearing, appeal, or otherwise, and Defendants shall retain their right to object to the maintenance of this Action as a class action and the suitability of the Plaintiffs to serve as class representatives.

2.2 Settlement Benefits

(a) Monetary Relief

(1) Owner Entities will deposit \$100,000 of the Statutory Damages Settlement Amount into the Settlement Fund Account within 21 days of the Effective Date. CAMG will deposit \$50,000 in the Statutory Damages Settlement Amount into the Settlement Fund Account within 21 days of the Effective Date.

(2) Calculation of Statutory Damages Settlement Amount. Each Statutory Damages Class Member shall be entitled to receive a single cash distribution from the Statutory Damages Settlement Amount. The total payment to each Statutory Damages Class Member shall be determined by first dividing the total Statutory Damages Settlement Amount equally by the aggregate number of Statutory Damages Loans to determine the “per-loan distribution amount.” Where multiple individual borrowers are associated with a Statutory Damages Loan: (1) the per-loan distribution amount will be paid once with respect to each Statutory Damages Loan and will not vary based on, or be multiplied by, the number of individual borrowers associated with the loan; and (2) the per-loan distribution amount will be allocated and distributed equally to all borrowers on the same Statutory Damages Loan.

(b) Equitable Relief

(1) No later than thirty (30) calendar days of the Effective Date, Star214 shall permanently forgive Plaintiffs’ Loan in its entirety pursuant to the separate individual claims that Plaintiffs have asserted in the Complaint. Statebridge shall prepare, execute, and deliver to Plaintiffs a full and complete release, satisfaction, and reconveyance of the mortgage and deed of trust that secures Plaintiff’s Loan. The lien release shall identify the security instrument and real property encumbered by Plaintiffs’ Loan, recite that the deed of trust is cancelled and discharged, and be in recordable form, duly acknowledged before a notary public, and otherwise comply with all statutory requirements. No later than thirty (30) calendar days of the Effective Date, Statebridge shall cause the lien release to be recorded in the official records of the county in which Plaintiffs’ mortgage and deed of trust are recorded, and Owner

Entities shall pay any and all recording, reconveyance, or governmental fees, taxes, or assessments necessary to effectuate such recording.

(2) Statebridge agrees to use commercially reasonable efforts to pause foreclosure activity as of July 27, 2025, on all Statutory Damage Class loans that Statebridge actively serviced as of that date. In the event that Statebridge determines that it is not commercially reasonable to pause foreclosure, Statebridge will provide Class Counsel with notice of its intent to proceed with foreclosure at least five (5) days before pursuing foreclosure activity. The foreclosure pause shall be lifted as described in Sections 2.2(b)(3), (6), and (7).

(3) CAMG will complete a review no later than October 6, 2025 of each of its Statutory Damages Class loans to determine whether it reflects interest as due and owing for any period from October 19, 2017, to the date when Statebridge started sending monthly billing statements, for periods when the loan was charged off and no statements were sent by a prior servicer, unless sending statements was prohibited by law. If any CAMG Statutory Damage Class Member's loan is identified as reflecting interest as due and owing on the loan for this period for cycles when the loan was charged off and statements were not sent or the statements were sent that had zero interest, CAMG shall, no later than fourteen (14) days after the Effective Date, remove any such interest from the loan balance for the cycles when the loan was charged off and statements were not sent or the statements were sent that had zero interest, and CAMG will further provide such class members with the opportunity for loss mitigation with the new loan amount. CAMG shall provide a list of such Statutory Damages Class loans and the specific information required as set forth in Section 2.4(b) to Class Counsel and the Administrator on October 6, 2025. For all CAMG Statutory Damages Class loans, no foreclosure shall occur through seventy-five days (75) days after the Effective Date of the Settlement.

(4) No later than thirty (30) calendar days after the Effective Date, the Defendants shall, for all Owner Entity Performing Loan Settlement Subclass Members, remove from each loan within the Owner Entity Performing Loan Settlement Subclass, all interest assessed for time periods when monthly mortgage statements were not sent in connection with the applicable loan, to the extent any such amounts are still reflected as due and owing on the loan.

(5) No later than fourteen (14) calendar days after the Effective Date, Statebridge shall transmit to each Owner Entity Defaulted Loan Modification Settlement Subclass Member a loss-mitigation solicitation letter offering to either (1) accept a payoff of the loan at an amount that is discounted to remove all interest assessed for time periods when monthly mortgage statements were not sent in connection with the applicable loan, to the extent any such amounts are still reflected as due and owing on the loan; or (2) modify the loan with an outstanding balance that is discounted to remove all interest assessed for time periods when monthly mortgage statements were not sent in connection with the applicable loan, to the extent any such amounts are still reflected as due and owing on the loan, which offer shall be conditioned on the borrower's satisfactory execution of a loan modification agreement and timely payment of the first three consecutive payments due under the modification. Failure to make the first three consecutive payments will automatically cause the loan to revert to its pre-modification terms. Owner Entity Defaulted Loan Modification Settlement Subclass Members

shall have 60 days from the date of the solicitation letter to either accept the discounted payoff by paying off the loan or accept the loan modification by executing a modification agreement.

(6) Defendants will use commercially reasonable efforts to cease foreclosure activity on loans in the Owner Entity Defaulted Loan Modification Settlement Subclass beginning on June 10, 2025 through seventy-five (75) days after Effective Date. In the event that Defendants determine that it is not commercially reasonable to pause foreclosure, Defendants will provide Class Counsel with notice of their intent to proceed with foreclosure at least five (5) days before pursuing foreclosure activity.

(7) For Statutory Damages Loans that are actively serviced by Statebridge as of the Execution Date of this Agreement, that are not owned by any CAMG Entity, Statebridge will complete a review no later than October 6, 2025, to determine whether it reflects interest as due and owing for any period from October 19, 2017, to the date when Statebridge started sending monthly billing statements, for periods when the loan was charged off and no statements were sent by a prior servicer, unless sending statements was prohibited by law. If any loan is identified as reflecting interest as due and owing on the loan for this period for cycles when statements were not sent, Statebridge will remove any such interest from the loan balance, and send the Statutory Damage Class Member a communication notifying the consumer of the credit applied to their loan balance. Statebridge shall provide a list of the results of the remediation to Class Counsel and the Administrator by October 6, 2025. Class Counsel shall have fourteen (14) days to review the remediation list. Foreclosures may resume on the Effective Date.

(8) Following the Execution Date, Statebridge agrees that, upon receipt of a servicing transfer from an investor, Statebridge will request investors to identify loans that were in charged-off status at the time of transfer. For those loans identified by investors, consistent with 12 C.F.R. § 1026.41(e)(6)(ii), and for as long as that provision's retroactive interest assessment rule remains in effect, unless investors provide evidence as to whether monthly billing statements were sent, Statebridge will board charged-off loans to reflect no interest due and owing for the period during which no monthly statements were sent from the later of (a) October 19, 2017, or (b) the date on which monthly billing statements ceased to be sent, until the date when monthly billing statements resumed being sent.

(9) In addition to the benefits described above as part of the Statutory Damage Class, CAMG will complete a review no later than October 6, 2025 of Loans in the CAMG Additional Remediation Subclass. CAMG will remediate all interest that was assessed either (1) while Veripro was the servicer or (2) during a month when the consumer received a statement indicating that the interest was zero percent. For any loans that were charged off, CAMG, CAMG will remove one-third of all interest accrued prior October 19, 2017 timeframe for charged off loans. Additionally, no later than fourteen (14) calendar days after the Effective Date, Statebridge shall transmit to each CAMG Additional Remediation Settlement Class Member a correspondence identifying the new principal and interest balance of the loan, the reason for the remediation, and offer loss mitigation options so the consumer has the opportunity to modify, payoff or otherwise negotiate a favorable outcome for the remaining balance of the loan. Each CAMG Additional Remediation Settlement Class Member will also be provided the expected amount of remediation, reason for the remediation, principal balance and

the amount of interest currently then shown as due and owing in the Class Notice that is provided as part of the Settlement.

2.3 Releases and Covenants Not to Sue.

(a) Plaintiffs' Release and Covenant Not to Sue. Upon the Effective Date, Plaintiffs hereby completely remise, release, waive, and forever discharge the Owner Entity Released Parties of and from any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at law and in equity, whether federal, state, or common law, that Plaintiffs have or might have against the Owner Entity Released Parties relating to, arising out of, or in any way connected with Plaintiffs' Loan, including but not limited to any and all causes of action asserted in the Lawsuit or that could have been the Lawsuit. Plaintiffs covenant not to sue or otherwise assert any claims for violations of federal, state, or local law against the Owner Entity Released Parties arising out of or relating to Plaintiffs' Loan.

(b) Statutory Damages Class Member Release and Covenant Not to Sue. Upon the Effective Date, each Statutory Damages Class Member who has not opted out of the Statutory Damages Settlement Class pursuant to the procedures set forth in Section 2.5 releases, waives, and forever discharges Defendants, the owners of the Statutory Damages Class Member's mortgage loans, including the Owner Entity Released Parties and CAMG Released Parties, from any and all claims, potential claims, actions, demands, damages, and causes of action they have or may have for statutory damages under federal, state, or local law, including without limitation the FDCPA, relating to the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not provided. All Statutory Damages Class Members who have not opted out of the Statutory Damages Settlement Class pursuant to the procedures set forth in Section 2.5 covenant not to sue or otherwise assert any claims for statutory damages under federal law, including without limitation the FDCPA, against Defendants, the owners of the Statutory Damages Class Member's mortgage loans, including Owner Entity Released Parties or the CAMG Released Parties, relating to the assessment or collection of interest during the Class Period, on mortgage loans during periods when the loan was charged off and monthly mortgage statements were not previously provided. All Statutory Damages Class Members who have not opted out of the Statutory Damages Settlement Class pursuant to the procedures set forth in Section 2.5 covenant not to initiate, join, maintain, or participate in any representative, class, or collective proceeding of any kind—whether in court, arbitration, mediation, or otherwise—against Defendants, the Owner Entity Released Parties or the CAMG Released Parties relating to the assessment or collection of interest during the Class Period on mortgage loans during periods when the loan was charged off and monthly mortgage statements were not previously provided.

(c) Owner Entity Performing Loan Settlement Subclass Member Release and Covenant Not to Sue. Upon the Effective Date, all Owner Entity Performing Loan Settlement Subclass Members who have not opted out of the Owner Entity Performing Loan Settlement Subclass pursuant to the procedures set forth in Section 2.5 hereby completely remise, release, waive, and forever discharge the Owner Entity Released Parties of and from any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at

law and in equity, whether federal, state, or common law, that they have or might have against the Owner Entity Released Parties relating to, arising out of, or in any way connected with the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not provided, including but not limited to any and all causes of action asserted in the Lawsuit or that could have been the Lawsuit. All Owner Entity Performing Loan Modification Subclass Member who have not opted out of the Owner Entity Loan Modification Settlement Class pursuant to the procedures set forth in Section 2.5 covenant not to sue or otherwise assert any claims for violations of federal, state, or local law, against the Owner Entity Released Parties arising out of or relating to the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not provided during the Class Period.

(d) Owner Entity Defaulted Loan Modification Settlement Subclass Member Release and Covenant Not to Sue. As of the Effective Date, all Owner Entity Defaulted Loan Modification Settlement Subclass Members who have not opted out of the Owner Entity Defaulted Loan Modification Settlement Subclass and who effectuate a discounted payoff or execute a loan modification as set forth in Section 2.2(b)(5) hereby completely remise, release, waive, and forever discharge the Owner Entity Released Parties of and from any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at law and in equity, whether federal, state, or common law, that they have or might have against the Owner Entity Released Parties relating to, arising out of, or in any way connected with the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not provided, including but not limited to any and all causes of action asserted in the Lawsuit or that could have been the Lawsuit. All Owner Entity Defaulted Loan Modification Settlement Subclass Members who have not opted out of the Owner Entity Defaulted Loan Modification Settlement Subclass and who effectuate a discounted payoff or execute a loan modification as set forth in Section 2.2(b)(5) covenant not to sue or otherwise assert any claims for violations of federal, state, or local law, against Defendants arising out of or relating to the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not provided during the Class Period.

(e) CAMG Actual Damages Release For CAMG Statutory Damages Class Members. As of the Effective Date, Statutory Damages Class Members with a loan held by CAMG that reflect interest as due and owing for periods when their loan was charged off and statements were not sent, and for which interest is to be removed as set forth in Section 2.2(b)(3) above, and who have not opted out, hereby completely remise, release, waive, and forever discharge the CAMG Released Parties of and from, and covenants not to sue for, any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at law and in equity, whether federal, state, or common law, that they have or might have against the CAMG Released Parties relating to the assessment or collection of interest on mortgage loans during periods when monthly mortgage statements were not previously provided or there was a zero percent rate, including but not limited to any and all causes of action asserted in the Lawsuit or that could have been the Lawsuit.

(f) CAMG Additional Remediation Subclass Member Release and Covenant Not to Sue. As of the Effective Date, all CAMG Additional Remediation Subclass

Members who have not opted out of the CAMG Additional Remediation Subclass pursuant to the procedures set forth in Section 2.5 hereby completely remise, release, waive, and forever discharge the CAMG Released Parties of and from, and covenant not to sue for, any and all causes of action, claims, debts, demands, damages, costs, attorneys' fees and expenses, known or unknown, accrued or unaccrued, contingent or not contingent, of every nature and kind, both at law and in equity, whether federal, state, or common law, that they have or might have against the CAMG Released Parties relating to the assessment or collection of interest during the Class Period, on mortgage loans during periods when monthly mortgage statements were not previously provided or there was a zero percent rate, including but not limited to any and all causes of action asserted in the Lawsuit or that could have been asserted in the Lawsuit. The releases provided in this paragraph and in the preceding paragraph 2.3(e) shall be referred to as the "CAMG Released Claims."

(g) Unknown Claims. Subject to and in accordance with this Agreement, even if the Plaintiffs, and/or Releasors may discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, Plaintiffs, and each Releasor, upon entry of Final Approval of the Settlement, shall be deemed to have and by operation of the Final Approval Order, shall have, fully, finally, and forever settled and released all of the Released Claims. This is true whether such claims are known or unknown, suspected, or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

(h) Class Counsel, the Class Representatives, Plaintiffs, or Class Members, may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the claims released by this Settlement Agreement. Such facts, if known by them, might have affected the decision to settle with the Defendants and CAMG, or the decision to release, relinquish, waive, and discharge any claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Releasor shall expressly, upon the entry of the Final Order, be deemed to have, and, by operation of the Final Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representatives, Class Members and Plaintiffs acknowledge and shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement, of which this release is a part.

(i) All Releasors hereby stipulate and agree with respect to any and all Owner Entity Released Claims and CAMG Released Claims that, upon entry of the Final Order, the Releasors shall be conclusively deemed to, and by operation of the Final Order shall, settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the

release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Also, the Releasors shall, upon entry of the Final Order with respect to the Owner Entity Released Claims and CAMG Released Claims, waive any and all provisions, rights, and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

2.4 Notice Procedures

(a) Class Action Administrator. The Administrator shall perform the duties, tasks, and responsibilities associated with providing notice and administering the Settlement. All Administrative Costs will be paid by the Owner Entities.

(b) Provision of Information to Administrator. No later than October 6, 2025, Defendants and CAMG will provide the Administrator with the name, last known mailing address, last four of the social security number, and last known email address of every Class Member and identify of which Settlement Class(es) each person is a member. The Defendants and CAMG will also provide to the Administrator and Class Counsel the following information for each Statutory Damages Class Member: 1) the loan number; 2) the original principal balance; 3) the current principal balance; 4) the status of the loan; 5) the months and amount of interest to be remediated; 6) the amount of interest showing as due and owing as of that date; and 7) whether the loan is part of a subclass. The Administrator shall use this information solely for the purpose of administering the Settlement.

(c) No later than ten (10) calendar days after Preliminary Approval, the Owner Entities will deposit into the Settlement Fund Account funds sufficient for the Administrator to send the Class Notice.

(d) Class Notice. No later than October 27, 2025 or by the time specified by the Court, the Administrator shall send the Class Notice in a form substantially similar to Exhibit B hereto by U.S. Mail, or in such form as is approved by the Court, to the Class Members. The Administrator shall also maintain a website containing the Complaint, Class Notices, Plaintiffs' motion seeking Preliminary Approval, the Preliminary Approval Order, Plaintiffs' motion seeking Final Approval, and the Final Approval Order until at least one hundred and eighty (180) calendar days after Final Approval. Any Class Notices returned as undeliverable, but with a forwarding address, shall be promptly re-mailed to the forwarding address. The Administrator shall perform a National Change of Address Registry and Death Records Search for all Notices returned as undeliverable, without a forwarding address. Such Class Notices shall be re-mailed upon discovery of a valid mailing address for the Settlement Class Member. It will be conclusively presumed that the intended recipients received the Class Notices if the Administrator if mailed Class Notices have not been returned to the Administrator as undeliverable within twenty-one (21) calendar days of mailing. No later than fourteen days prior to Final Approval, the Administrator shall provide the Parties with a declaration that Class Notice was given.

(e) CAFA Notice. Defendants will engage the Administrator to make sure that the CAFA notice is provided. Administrator will provide a declaration of mailing that will be filed with the Court.

2.5 Opt-Outs and Objections.

As set forth below, Class Members shall have the right to opt out of the Settlement Classes and this Settlement or to object to this Settlement.

(a) Requirements for Opting Out. If a Class Member wishes to be excluded from their respective Settlement Class(es) and this Settlement, that Class Member is required to submit to the Administrator at the website address or the postal address listed in the Class Notices, a written, signed, and dated statement that he or she is opting out of the Settlement Class(es) and understands that he or she will not receive any relief from the Settlement of the Action (an “opt-out statement”). To be effective, this opt-out statement (i) must be received by the Administrator by the Opt-Out Deadline, (ii) include the Class Member’s name, last four digits of his or her social security number and loan number, and (iii) must be personally signed and dated by the Class Member. Where multiple individual Class Members are the borrowers of a single loan that is part of a Settlement Class, a single Class Member’s opt-out is effective as to the entire loan. The Administrator will, within five (5) business days of receiving any opt-out statement, provide counsel for the Parties with a copy of the opt-out statement. Further, the Administrator will, no later than seven (7) calendar days after the Objection Deadline, provide the Parties with a list of all persons who timely submitted opt-out statements. The Settlement Classes will not include any individuals who send timely and valid opt-out statements, and individuals who opt out are not entitled to receive any relief under this Settlement. If 5% or more of the Class Members opt out of the settlement in accordance with this provision, Defendants and CAMG shall have the option to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless Defendants and CAMG waive in writing their right to terminate the Agreement under this section.

(b) Objections. Any Class Member who has not submitted a timely opt-out form and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement must both file a written objection with the Court by the Objection Deadline and send that written objection to Defendants’ counsel and to Class Counsel at the addresses listed below.

To be valid and considered by the Court, an objection must (i) be filed with the Court by the Objection Deadline; (ii) state each objection the Class Member is raising and the specific legal and factual bases for each objection; (iii) include proof that the individual is a member of a particular Settlement Class or Classes; (iv) identify, with specificity, each instance in which the Class Member or his or her counsel has objected to a class action settlement in the past five (5) years; and (v) be personally signed by the Class Member. All evidence and legal support a Class Member wishes to use to support an objection must be filed with the Court and sent to the Parties by the Objection Deadline.

Plaintiffs and Defendants may file responses to any objections that are submitted. Any Class Member who timely files and serves an objection in accordance with this Section may appear at the Final Approval Hearing, either in person or through an attorney, if the Class Member files a

notice indicating that he/she wishes to appear at the Final Approval Hearing with the Clerk of Court no later than twenty (20) calendar days before the Final Approval Hearing. A Class Member who wishes to appear at the Final Approval Hearing must also send a copy of the notice indicating that he/she wishes to appear to Defendants' counsel and to Class Counsel no later than twenty (20) calendar days before the Final Approval Hearing.

(c) Neither the Parties nor any person acting on their behalf shall seek to solicit or otherwise encourage anyone to object to the Settlement or appeal from any order of the Court that is consistent with the terms of this Settlement. Unless Class Members who have not opted out of their Settlement Class(es) in compliance with the foregoing have timely asserted an objection to the Settlement, they shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy.

2.6 Benefit Distribution

(a) No later than twenty-one (21) calendar days after the Effective Date, the Owner Entities shall deposit \$100,000 and CAMG shall deposit \$50,000 of the Statutory Damages Settlement Amount into the Settlement Fund Account.

(b) No later than thirty (30) calendar days after the Effective Date, the Administrator shall distribute the Statutory Damages Awards and shall provide to the Parties a list of the Statutory Damages Class Members to whom Statutory Damages Awards were sent and the amount of each Statutory Damages Award. The information provided by the Administrator shall be considered conclusive as to which individuals are entitled to receive a Statutory Damages Award.

(c) Mailing Addresses. Prior to mailing checks to eligible Statutory Damages Class Members, the Administrator shall attempt to update their last known addresses through the National Change of Address Database or similar databases. No skip-tracing shall be done as to any Class Notices that are returned by the postal service with no forwarding address. Statutory Damages Award checks returned with a forwarding address shall be re-mailed to the new address within seven (7) calendar days. The Administrator shall not mail checks to eligible Statutory Damages Class Members to addresses from which Class Notices were returned as undeliverable with no forwarding address.

(d) No later than thirty (30) calendar days after the Effective Date, Defendants will cause the lien release described in Section 2.2(b)(1) to be recorded in the official records of the county in which Plaintiffs' mortgage and deed of trust are recorded, and the Owner Entities shall pay any and all recording, reconveyance, or governmental fees, taxes, or assessments necessary to effectuate such recording.

(e) No later than fourteen (14) calendar days after the Effective Date, Defendants shall mail to each eligible Owner Entity Performing Loan Subclass Member a letter describing the automatic waiver and forgiveness of accrued interest as described in Section 2.2(b)(3).

(f) No later than fourteen (14) calendars days after the Effective Date, Defendants shall mail to each eligible Owner Entity Defaulted Loan Modification Subclass Member the loss mitigation solicitation letter described in Section 2.2(b)(4).

(g) No later than fourteen (14) calendars days after the Effective Date, Statebridge shall mail to each eligible CAMG Statutory Damages Class Members and CAMG Additional Remediation Subclass Members the loss mitigation solicitation letter described in Section 2.2(b)(3) and 2.2(b)(9).

(h) Interest. All interest on the Settlement Fund shall be used first to pay any taxes on the interest and, thereafter, paid to the Cy Pres Recipient. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Administrator. The Administrator is responsible for the payment of all taxes on interest on the Settlement Fund.

(i) Time for Depositing Statutory Damages Award Checks. If a Statutory Damages Award check is not deposited (or cashed) within ninety (90) calendar days after the check is mailed, (a) the check will be null and void; (b) the Statutory Damages Class Member will be barred from receiving a further Statutory Damages Award under this Settlement; and (c) the amount of such a check will be distributed to the Cy Pres Recipient. In the event this happens, the Statutory Damages Class Member shall still be considered a Releasor as described in Section 2.3.

(j) Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Class Members as a result of, or that arise from, any relief provided or any other term or condition of this Agreement. The Parties agree that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit Plaintiffs or other Class Members receive pursuant to this Agreement, neither Defendants nor CAMG shall be responsible for paying such taxes. Neither Defendants nor CAMG make any representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by Defendant or CAMG. Plaintiffs further expressly acknowledge that they neither received nor relied upon any tax advice from Defendants or CAMG or their representatives or attorneys.

(k) Tax Reporting. The Administrator shall prepare, send, file, and furnish all tax information reporting forms required for payments made by the Settlement Fund as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations. The Parties hereto agree to cooperate with the Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this section.

(l) Reports. The Administrator shall provide the Parties with a reconciliation and accounting of the Settlement Fund Account at each of the following times: (i) no later than ten (10) calendar days after the Statutory Damages Award checks are mailed, and (ii) no later than ten (10) calendar days after the expiration of the 90-day period for depositing Statutory Damages Award checks.

Section 3. Class Representative Service Award and Class Counsel's Fee & Expense Award

3.1 Class Representative Service Awards. Plaintiffs, through their undersigned counsel, shall be entitled to apply to the Court for an award from the Settlement Fund of up to \$7,500 each for their participation in the Action and their service to the Settlement Class ("the Class Representative Service Award"). Defendants shall not oppose or appeal such application that does not exceed the \$7,500-per-Plaintiff cap. The Class Representative Service Award shall be paid no later than thirty (30) calendar days after the Effective Date. Any objections to the Class Representative Service Award must be filed with the Court no later than sixty (60) calendar days after mailing of Class Notice.

3.2 Fee & Expense Award. The Parties consent to the Court appointing Class Counsel in this Action for purposes of the Settlement. Class Counsel shall be entitled to apply to the Court for an award to reimburse Class Counsel for costs and expenses, including attorneys' fees, incurred in researching, preparing for, and litigating this Action ("the Fee & Expense Award"). Class Counsel will file a motion for an award of fees and expenses simultaneously with the motion for Final Approval. The Parties agree not to oppose or appeal any such application that does not exceed \$900,000. The Fee & Expense Award shall constitute full satisfaction of any obligation on the part of the Parties to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of Plaintiffs or the Settlement Class. The Fee & Expense Award shall be paid by the Owner Entities no later than thirty (30) calendar days after the Effective Date. Any objections to the Fee & Expense Award must be filed with the Court no later than sixty (60) calendar days after mailing of Class Notice.

3.3 It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and/or Class Representatives' Compensation and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs and/or Class Representatives' Service Award.

3.4 Demarcation. It is the intention of the Parties to demarcate clearly between proceeds from the Settlement in which Class Members have an interest, which may subject them to tax liability, and the Fee & Expense Award. Accordingly, the amount paid separately to Class Counsel for the Fee & Expense Award is independent of and apart from the amounts paid to Class Members, and Class Members shall at no time have any interest in the Fee & Expense Award. The Parties make no representation regarding and shall have no responsibility for the tax treatment of the Fee & Expense Award, or any other payments paid to Class Counsel or the tax treatment of any amounts paid under this Agreement.

3.5 Residual. In the event that there is any residual in the Settlement Fund Account after the distributions required by this Agreement are completed, said funds shall be distributed to the Cy Pres Recipient. The Administrator shall transmit any such equally divided residual funds to the Cy Pres Recipient after the later of (i) the expiration of the 90-day check-cashing period described in Section 2.6(h), and (ii) the date the Administrator transmits the final reconciliation required by Section 2.6(l).

Section 4. Settlement Approval

4.1 Preliminary Approval. After execution of this Agreement, Plaintiffs will submit for the Court's consideration a motion seeking Preliminary Approval of the Settlement and apply to the Court for entry of the Preliminary Approval Order attached as Exhibit A. In the event the Court does not enter the Preliminary Approval Order in the same form as Exhibit A, Defendants and CAMG have the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless Defendants and CAMG waive in writing their right to terminate the Agreement due to any changes or deviations from the form of the Preliminary Approval Order. In Plaintiffs' motion seeking Preliminary Approval, Plaintiffs shall request that the Court approve the Class Notice attached at Exhibit B. The Court will ultimately determine and approve the content and form of the Class Notices to be distributed to Class Members.

The Parties further agree that in Plaintiffs' motion seeking Preliminary Approval, Plaintiffs will request that the Court enter the following schedule governing the Settlement: (i) deadline for sending the Class Notices: October 27, 2025; (ii) deadline for opting out or serving objections: sixty (60) calendar days from mailing of Class Notice or December 26, 2025; and (iv) Final Approval Hearing shall be set by the Court at least one hundred and twenty (120) days from Preliminary Approval.

4.2 Final Approval. Plaintiffs will submit for the Court's consideration, by the deadline set by the Court, the Final Approval Order attached as Exhibit C. The motion for Final Approval of this Settlement shall include a request that the Court enter the Final Approval Order and, if the Court grants Final Approval of the Settlement and incorporates the Agreement into the final judgment, that the Court dismiss this Action with prejudice, subject to the Court's continuing jurisdiction to enforce the Agreement. The motion for Final Approval must be filed no later than January 2, 2026.

4.3 Termination. The Settlement Agreement shall terminate and become null and void with no further force or effect (unless Defendants and CAMG waive in writing their right to terminate the Agreement) if:

- (a) The Effective Date does not come to pass;
- (b) The Preliminary Order or the Final Order is not entered by the Court in substantially the form submitted by the Parties or in a form which is otherwise agreed to by the Parties;
- (c) The Settlement does not receive Final Approval;
- (d) This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or
- (e) The Preliminary Order or Final Order is finally vacated or reversed on appeal, or is modified on appeal, and the Parties do not mutually agree to any such modifications.

4.4 Effect of Disapproval. If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Parties shall revert to their status as though the Parties never executed the Settlement Agreement. The Parties agree that if this Agreement becomes null and void, Defendants shall not be prejudiced in any way from opposing class certification in the Action, and Plaintiffs and the Class Members shall not use anything in this Agreement, in any terms sheet, or in the Preliminary Approval Order or Final Approval Order to support a motion for class certification or as evidence of any wrongdoing by Defendants or CAMG. No Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, claims or objections to class certification, or claims or defenses on the merits. Each Party reserves the right to prosecute or defend this Action in the event that this Agreement does not become final and binding. All funds deposited in the Settlement Fund Account, and any interest earned thereon, shall be returned to Defendants and CAMG, their agents, or insurers within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void. Any amounts due on loans, penalties, or interest payments that Defendants and CAMG have waived or agreed not to collect pursuant to Section 2.2(b) of this Settlement Agreement shall be deemed null and void and those amounts, penalties, and interest shall be reinstated.

Section 5. Representations and Warranties

5.1 The parties to this Settlement Agreement represent:

(a) That they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations among their counsel, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

(b) That they assume the risk of mistake as to facts or law;

(c) That they recognize that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;

(d) That they have read carefully the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each individual executing this Settlement Agreement on behalf of each of the Parties;

(e) That they have made such investigation of the facts pertaining to the Settlement and all matters pertaining thereto, as they deem necessary;

(f) That Plaintiffs have not assigned or otherwise transferred any interest in any Owner Entity Released Claims against any Defendant or any Owner Entity Released Parties, and that they shall not assign or otherwise transfer any interest in any Owner Entity Released Claims;

(g) Each individual executing this Settlement Agreement does hereby personally represent and warrant to the other parties to this Settlement Agreement that he/she/they has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

Section 6. General Provisions

6.1 Cooperation. The Parties agree that they will cooperate in good faith to effectuate and implement the terms and conditions of this Settlement.

6.2 Judicial Enforcement. If the Court enters the Final Approval Order in substantially the same form as Exhibit C to this Agreement, then the Court shall have continuing authority and jurisdiction to enforce this Agreement. The Parties shall have the authority to seek enforcement of this Agreement and any of its aspects, terms, or provisions under any appropriate mechanism, including contempt proceedings. The Parties will confer in good faith prior to seeking judicial enforcement of this Agreement. Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Class Members. Any individual concerned about Defendants' or CAMG's compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request.

6.3 This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law. Any action to enforce the terms of this Agreement and/or any disputes concerning compliance with the terms of this Agreement shall be brought in the United States District Court for the Eastern District of Virginia. The Parties agree that the Court has personal jurisdiction over the Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Parties concerning compliance with this Settlement Agreement.

6.4 The Parties shall refrain from issuing a press release about the Settlement.

6.5 Effect of Prior Agreements. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the Settlement of this Action, contains the final and complete terms of the Settlement of the Action and supersedes all prior agreements between the Parties regarding Settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the Settlement of this Action other than as set forth in this Agreement. Each Party acknowledges that it has not executed this Agreement in reliance upon any promise, statement, representation, or warranty, written or verbal, not expressly contained herein.

6.6 No Drafting Presumption. All Parties hereto have participated, through their counsel, in the drafting of this Agreement, and this Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create substantive rights or obligations.

6.7 No Oral Modifications. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, waiver, termination, or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the signatories hereto.

6.8 Non-Admissibility of Settlement Negotiations. The settlement negotiations resulting in this Agreement have been undertaken by the parties hereto and their respective counsel in good faith and for settlement purposes only pursuant to Federal Rule of Evidence 408, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose.

6.9 Except as set forth explicitly below, the Parties, Class Counsel, CAMG Entities, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement.

6.10 This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Defendant, the Owner Entity Released Parties or the CAMG Released Parties of any wrongdoing, fault, or liability whatsoever, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding, and Defendants. The Owner Entity Released Parties and the CAMG Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to Federal Rule of Evidence 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose. Defendants deny all allegations of wrongdoing.

6.11 Neither the Parties or their counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the distribution of the Settlement; (c) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement or tax reporting, or the filing of any returns.

6.12 All of the exhibits attached hereto are incorporated by reference as though fully set forth herein.

6.13 Notices. All notices to the Parties or counsel for the Parties required or desired to be given under this Agreement shall be in writing and sent as follows:

To Plaintiffs and the Settlement Class:

Kristi C. Kelly
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202

Fairfax, VA 22030

To Defendants:

Danielle Morris
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

To CAMG:

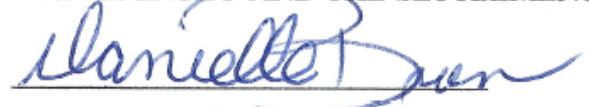
Brian E. Pumphrey
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

6.14 Modifications. No modifications to this Agreement may be made without written agreement of all Parties and Court approval.

6.15 No Third-Party Beneficiaries. This Agreement shall not inure to the benefit of any third party.

6.16 Execution in Counterparts. This Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Agreement. Each signatory warrants that the signer has authority to bind his/her party.


FOR PLAINTIFF AND THE SETTLEMENT CLASS



Danielle Brown

9/1/25

Date

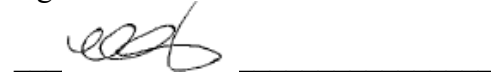


Roy Brown

9/1/25

Date

Agreed as to Form:



Kristi C. Kelly
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

9/1/2025

Date

Agreed as to Form:



Kristi C. Kelly
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

9/1/2025

Date

FOR STAR 214, LLC

DocuSigned by:
Brian Newman
A36FC8BE9BB74A9...

9/1/2025

Authorized Person
Title: _____

Date

FOR STATEBRIDGE COMPANY, LLC

Signed by:
Scott Drosdick
6E549C69172649E...

9/1/2025

General Counsel
Title: _____

Date

Agreed as to Form:

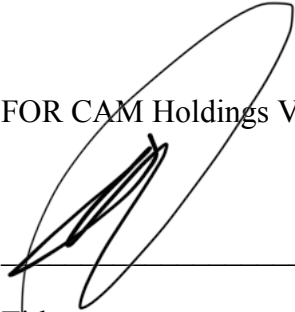
Signed by:
Danielle Morris
13845B53F6C840B...

9/1/2025

Danielle Morris
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

Date

FOR CAM Holdings Ventures LLC:



Title: _____

Date

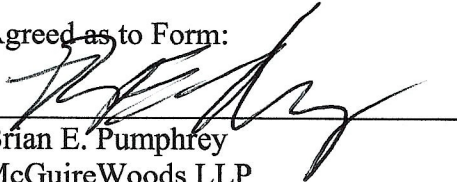
Agreed as to Form:

Brian E. Pumphrey
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

FOR CAM Holdings Ventures LLC:

Title: _____

Date

Agreed as to Form:


Brian E. Pumphrey
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219



9/1/25

Exhibit A



United States District Court for Eastern District of Virginia

Brown, et al., v. Star 214, LLC, et al.
Case No. 1: 24-cv-01964-LMB-WEF

Class Action Settlement Notice

Authorized by the U.S. District Court

A proposed class action settlement may affect your rights.

You are not being sued.

This notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read the entire notice carefully.

You should:

1. Read this notice.
2. If you do not want to remain in the Class, submit an opt-out request by **[DATE]**.

Important things to know:

- If you remain in one of the Settlement Classes and the Court approves the Settlement, you will receive a monetary payment and a removal of certain interest charges from your loan.
- If you take no action, you will still be bound the Settlement and its releases.
- You can learn more at: [www.\[\].com](http://www.[].com).

TABLE OF CONTENTS

About This Notice	X
Why did I get this notice?.....	X
What do I do next?.....	X
Your Legal Rights & Options.....	X
What are the most important dates?.....	X
Learning About the Lawsuit & Settlement.....	X
What is This Lawsuit About?.....	X
What Can I Get Out of The Settlement?.....	X
Who Are The Attorneys Representing The Class And How Will They be Paid?.....	X
Deciding What You Want to Do?.....	X
What are my options?.....	X
Doing Nothing?.....	X
What Are The Consequences of Doing Nothing?.....	X
Opting Out?.....	X
What Happens if I Opt Out of The Class?.....	X
How do I Opt Out?.....	X
Objecting to the Settlement.....	X
What Happens if I Object to The Settlement?.....	X
How Do I Object to The Settlement?.....	X
Additional Information?.....	X
When And Where Will The Court Decide Whether to Approve The Settlement?.....	X
Where Can I Get Additional Information?.....	X

About This Notice

Why did I get a notice?

If you are receiving this Notice, you have been identified as a potential member of one of the Settlement Classes in this lawsuit. Specifically, Defendants’ records indicate that you are a member of the Statutory Damages Class because you have a second mortgage loan serviced by Defendant Statebridge and owned by [redacted] on which interest was assessed for certain periods in which you were not sent periodic statements regarding the loan. As a member of this Settlement Class, you are eligible to receive a payment, as well as removal of certain interest charges from your loan.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This Notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

DO NOTHING	If you do nothing, you will receive a settlement payment, interest removal from your loan, and the other relief described in this Notice and you will be bound by the Court’s decisions regarding the Settlement. You will not be able to pursue any potential claims against the Defendants that have been released as part of the Settlement. Review the full release at www.f.com .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can opt out of the Settlement if you want to maintain any legal rights you may have. But if you opt out, you will not receive a settlement payment or other relief provided under the Settlement if the Court grants final approval. To opt out from the Settlement, you must submit an opt out request online or send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].
OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court’s decisions regarding the Settlement. The objection deadline is [date].

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for [date]. If there are no appeals, checks will be

sent approximately 30 days after the Settlement's Effective Date. Your deadline to opt out of the Settlement, or to object to the Settlement, is [date].

Learning About the Lawsuit and the Settlement

What is this Lawsuit About?

Plaintiffs Danielle Brown and Roy Brown ("Plaintiffs") filed a class action lawsuit in federal court against Star214, LLC ("Star214") and Statebridge Company, LLC ("Statebridge" and, with Star214, "Defendants") alleging that Defendants violated the Fair Debt Collection Practices Act ("FDCPA") by representing to Plaintiffs and other class members that they owed interest and fees on their second mortgage loans for periods in which monthly statements were not sent. The law requires that a debt collector, like Defendants, not make material misrepresentations in the attempted collection or collection of a consumer debt like a mortgage. Plaintiffs alleged that Defendants violated the law by misrepresenting the outstanding balances on second mortgages in monthly statements and other correspondence sent to borrowers.

Defendants deny that they did anything wrong or that they violated any laws. Defendants maintain that they had the right to assess interest and fees for certain periods in which monthly statements were not sent. The Court has not decided that Defendants violated the FDCPA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on which side is right or wrong. If the parties had not reached a settlement, Defendants would have vigorously defended the lawsuit and asked for a ruling in their favor.

Within the Settlement, you are a member of the Statutory Damages Class.

The Statutory Damages Class includes all natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

What Can I Get Out of the Settlement?

Cash Payments. A \$150,000.00 Statutory Damages Amount will be used to make cash payments to the Statutory Damages Settlement Class.

If the Settlement is approved in full, the Settlement Class Members who do not opt out of the Settlement will receive equal settlement payments from the Statutory Damages Amount.

Depending on the final number of Settlement Class Members who do not opt out, it is estimated that each eligible Statutory Damages Settlement Class Member will receive approximately \$XXX.

Removal of Interest and Other Debt Relief. Defendants have also agreed to credit interest for any period from October 19, 2017, to the date when Statebridge started sending monthly billing statements, for periods when the loan was charged off and no statements were sent by a prior

servicer, unless sending statements was prohibited by law, to the extent such amounts are still reflected as due and owing on the loan. **[If applicable] If the settlement is approved, \$_____ in interest would be removed from your loan, your principal balance would be \$_____, and the new interest amount would be \$_____.**

Cessation of Foreclosure Activity. Defendants will also cease foreclosure activity on loans in default until either the Effective Date or seventy-five (75) days after the Effective Date, depending on the owner of your loan.

Who Are the Attorneys Representing the Class and How Will They be Paid?

The Court has approved lawyers to represent the Settlement Classes (“Class Counsel”). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

Kristi C. Kelly
Andrew J. Guzzo
Casey S. Nash
J. Patrick McNichol
Matthew G. Rosendahl
Kelly Guzzo PLC
3925 Chain Bridge, Suite 202
Fairfax, VA 22030
kkelly@kellyguzzo.com
703-424-7570

You will not be charged for these lawyers. Subject to Court approval, Class Counsel will seek attorneys’ fees and costs that will be paid by the Owner Entities separately in an amount not to exceed \$900,000. Class Counsel may also seek a service award in an amount not to exceed \$7,500 to be paid to both Plaintiffs for their services in representing the Settlement Classes. The attorneys’ fees, costs, service award, and settlement administration expenses will be paid separately from the \$150,000.00 Statutory Damages Amount and will therefore not affect the payment you could receive under the Settlement.

Deciding What You Want to Do

What Are My Options?

You have three options. You can (1) do nothing, (2) exclude yourself (in other words, “opt out”) from the Settlement, or (3) object to the Settlement.

This chart shows the consequences of selecting each option:

	Do nothing	Opt Out of the Class	Object to the Settlement
Am I bound by the terms of the Class if I...	Yes	No	Yes
Will I be able to receive money and interest cancellation in the Settlement if I ...	Yes	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt out or object.

Staying in the Class

What Are the Consequences of Doing Nothing?

If you do nothing, you will remain in the Settlement Class and be bound by the Court’s orders. You will also receive an automatic payment and interest removal as described above following approval by the Court of the Settlement.

You will not be able to pursue claims against Defendants that are covered by the Settlement’s release. All the Court’s decisions regarding the Settlement will apply to you and you will be bound by any judgment entered.

Opting Out

What Happens if I Opt Out of The Class?

If you exclude yourself from the Class, you will not receive any money from the Settlement. You will not be bound by any of the Court’s orders regarding the Class, or any judgment or release entered regarding the Class. You will retain any legal rights you may have against Defendants. You will be responsible for the fees and costs of any services provided by your own lawyer.

How Do I Opt Out?

If you wish to be excluded (or “opt out” of the class), you must mail a written request for exclusion addressed to the Settlement Administrator at [address] or submit the opt out request online at [website]. Your request for exclusion must be in writing, signed by you, and received on or before [date] or submitted online before [date]. The request must state: “I wish to opt out of the Settlement Class in *Brown v Star 214* and do not want to receive any benefits from the settlement.” The request

must also be dated and include your name, loan number and last four digits of your social security number. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to the Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection and approves the Settlement, you will be bound by the Court's decision, and you will remain a part of the Class and receive the Settlement benefits or relief.

How Do I Object to the Settlement?

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate. To object, you must file with the Court a signed objection that states the legal and factual basis for the objection; include proof that you are a member of the Settlement Class or Classes, identify with specificity each time that you or your Counsel have objected to a class settlement in the last five years, and include any evidence that you wish the Court to consider in ruling on your objection. Your objection should indicate that it is for "*Brown, et al., v. Star 214, LLC, et al.*, Civil Action No. 1: 24-cv-01964 (E.D. Va.)." The deadline to file an objection is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing on [redacted], at [redacted].m. before the Honorable William E. Fitzpatrick, in the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. At the final approval hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the hearing. In addition, the hearing may be continued at any time by the Court without further notice to you. You should check the website [www.\[xx\].com](http://www.[xx].com) after [redacted], to confirm the hearing date, the court approval process, and the Effective Date of the Settlement.

You do not have to appear at the final approval hearing to be eligible to receive a monetary payout. If the Court approves the Settlement, the Court's judgment as to the Settlement Class will be binding on all Settlement Class Members who do not validly exclude themselves.

Where Can I Get Additional Information?

This notice is only a summary of the proposed settlement. You can review more details about the proposed settlement and access additional documents, including the Complaint and the full Settlement Agreement, at the Settlement Website ([www.\[xx\].com](http://www.[xx].com)).



United States District Court for Eastern District of Virginia

Brown, et al., v. Star 214, LLC, et al.
Case No. 1: 24-cv-01964-LMB-WEF

Class Action Settlement Notice

Authorized by the U.S. District Court

A proposed class action settlement may affect your rights.

You are not being sued.

This notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read the entire notice carefully.

You should:

1. Read this notice.
2. If you do not want to remain in the Class, submit an opt-out request by **[DATE]**.

Important things to know:

- If you remain in one of the Settlement Classes and the Court approves the Settlement, you will receive a monetary payment and a removal of certain interest charges from your loan.
- If you take no action, you will still be bound the Settlement and its releases.
- You can learn more at: [www.\[\].com](http://www.[].com).

TABLE OF CONTENTS

About This Notice	X
Why did I get this notice?.....	X
What do I do next?.....	X
Your Legal Rights & Options.....	X
What are the most important dates?.....	X
Learning About the Lawsuit & Settlement.....	X
What is This Lawsuit About?.....	X
What Can I Get Out of The Settlement?.....	X
Who Are The Attorneys Representing The Class And How Will They be Paid?.....	X
Deciding What You Want to Do?.....	X
What are my options?.....	X
Doing Nothing?.....	X
What Are The Consequences of Doing Nothing?.....	X
Opting Out?.....	X
What Happens if I Opt Out of The Class?.....	X
How do I Opt Out?.....	X
Objecting to the Settlement.....	X
What Happens if I Object to The Settlement?.....	X
How Do I Object to The Settlement?.....	X
Additional Information?.....	X
When And Where Will The Court Decide Whether to Approve The Settlement?.....	X
Where Can I Get Additional Information?.....	X

About This Notice

Why did I get a notice?

If you are receiving this Notice, you have been identified as a potential member of one of the Settlement Classes in this lawsuit. Specifically, Defendants’ records indicate that you are a member of the Statutory Damages Class and the Owner Entity Performing Loan Settlement Subclass because you have a second mortgage loan serviced by Defendant Statebridge and owned by [redacted] on which interest was assessed for certain periods in which you were not sent periodic statements regarding the loan. As a member of these Settlement Classes, you are eligible to receive a payment, as well as removal of certain interest charges from your loan.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This Notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

DO NOTHING	If you do nothing, you will receive a settlement payment, interest removal from your loan, and the other relief described in this Notice and you will be bound by the Court’s decisions regarding the Settlement. You will not be able to pursue any potential claims against the Defendants that have been released as part of the Settlement. Review the full release at www.f.com .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can opt out of the Settlement if you want to maintain any legal rights you may have against Defendants. But if you opt out, you will not receive a settlement payment or other relief provided under the Settlement if the Court grants final approval. To opt out from the Settlement, you must submit an opt out request online or send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].
OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court’s decisions regarding the Settlement. The objection deadline is [date].

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for [date]. If there are no appeals, checks will be sent approximately 30 days after the Settlement's Effective Date. Your deadline to opt out of the Settlement, or to object to the Settlement, is [date].

Learning About the Lawsuit and the Settlement

What is this Lawsuit About?

Plaintiffs Danielle Brown and Roy Brown ("Plaintiffs") filed a class action lawsuit in federal court against Star214, LLC ("Star214") and Statebridge Company, LLC ("Statebridge" and, with Star214, "Defendants") alleging that Defendants violated the Fair Debt Collection Practices Act ("FDCPA") by representing to Plaintiffs and other class members that they owed interest and fees on their second mortgage loans for periods in which monthly statements were not sent. The law requires that a debt collector, like Defendants, not make material misrepresentations in the attempted collection or collection of a consumer debt like a mortgage. Plaintiffs alleged that Defendants violated the law by misrepresenting the outstanding balances on second mortgages in monthly statements and other correspondence sent to borrowers.

Defendants deny that they did anything wrong or that they violated any laws. Defendants maintain that they had the right to assess interest and fees for certain periods in which monthly statements were not sent. The Court has not decided that Defendants violated the FDCPA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on which side is right or wrong. If the parties had not reached a settlement, Defendants would have vigorously defended the lawsuit and asked for a ruling in their favor.

Within the Settlement, you are a member of the Statutory Damages Class and the Owner Entity Performing Loan Settlement Subclass.

The Statutory Damages Class includes all natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

The Owner Entity Performing Loan Settlement Subclass includes natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, which loan (i) was less than 30 days past due as of May 14, 2025, or (ii) had made a full monthly payment in at least four of the six months preceding May 14, 2025, and in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements.

What Can I Get Out of the Settlement?

Cash Payments. A \$150,000.00 Statutory Damages Amount will be used to make cash payments to the Statutory Damages Settlement Class.

If the Settlement is approved in full, the Settlement Class Members who do not opt out of the Settlement will receive equal settlement payments from the Statutory Damages Amount.

Depending on the final number of Settlement Class Members who do not opt out, it is estimated that each eligible Statutory Damages Settlement Class Member will receive approximately \$XXX.

Removal of Interest and Other Debt Relief. Defendants have also agreed to credit all interest assessed for time periods when monthly mortgage statements were not sent for all loans in the Owner Entity Performing Loan Settlement Subclass, to the extent such amounts are still reflected as due and owing on the loan. **If the settlement is approved, \$ _____ in interest would be removed from your loan, your principal balance would be \$ _____, and the new interest amount would be \$ _____.**

Cessation of Foreclosure Activity. Defendants will also cease foreclosure activity on loans in default in the Owner Entity Performing Loan Settlement Subclass that are actively serviced by Defendant Statebridge as of the Execution Date of the Settlement Agreement, at least until the Effective Date.

Who Are the Attorneys Representing the Class and How Will They be Paid?

The Court has approved lawyers to represent the Settlement Classes (“Class Counsel”). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

Kristi C. Kelly
Andrew J. Guzzo
Casey S. Nash
J. Patrick McNichol
Matthew G. Rosendahl
Kelly Guzzo PLC
3925 Chain Bridge, Suite 202
Fairfax, VA 22030
kkelly@kellyguzzo.com
703-424-7570

You will not be charged for these lawyers. Subject to Court approval, Class Counsel will seek attorneys’ fees and costs that will be paid by the Owner Entities separately in an amount not to exceed \$900,000. Class Counsel may also seek a service award in an amount not to exceed \$7,500 to be paid to both Plaintiffs for their services in representing the Settlement Classes. The attorneys’ fees, costs, service award, and settlement administration expenses will be paid separately from the \$150,000.00 Statutory Damages Amount and will therefore not affect the payment you could receive under the Settlement.

Deciding What You Want to Do

What Are My Options?

You have three options. You can (1) do nothing, (2) exclude yourself (in other words, “opt out”) from the Settlement, or (3) object to the Settlement.

This chart shows the consequences of selecting each option:

	Do nothing	Opt Out of the Class	Object to the Settlement
Am I bound by the terms of the Class if I...	Yes	No	Yes
Will I be able to receive money and interest cancellation in the Settlement if I ...	Yes	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt out or object.

Staying in the Class

What Are the Consequences of Doing Nothing?

If you do nothing, you will remain in the Settlement Class and be bound by the Court’s orders. You will also receive an automatic payment and interest removal as described above following approval by the Court of the Settlement.

You will not be able to pursue claims against Defendants that are covered by the Settlement’s release. All the Court’s decisions regarding the Settlement will apply to you and you will be bound by any judgment entered.

Opting Out

What Happens if I Opt Out of The Class?

If you exclude yourself from the Class, you will not receive any money from the Settlement. You will not be bound by any of the Court’s orders regarding the Class, or any judgment or release entered regarding the Class. You will retain any legal rights you may have against Defendants. You will be responsible for the fees and costs of any services provided by your own lawyer.

How Do I Opt Out?

If you wish to be excluded (or “opt out” of the class), you must mail a written request for exclusion addressed to the Settlement Administrator at [address] or submit the opt out request online at [website]. Your request for exclusion must be in writing, signed by you, and received on or before [date] or submitted online before [date]. The request must state: “I wish to opt out of the Settlement Class in *Brown v Star 214* and do not want to receive any benefits from the settlement.” The request

must also be dated and include your name, loan number and last four digits of your social security number. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to the Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection and approves the Settlement, you will be bound by the Court's decision, and you will remain a part of the Class and receive the Settlement benefits or relief.

How Do I Object to the Settlement?

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate. To object, you must file with the Court a signed objection that states the legal and factual basis for the objection; include proof that you are a member of the Settlement Class or Classes, identify with specificity each time that you or your Counsel have objected to a class settlement in the last five years, and include any evidence that you wish the Court to consider in ruling on your objection. Your objection should indicate that it is for "*Brown, et al., v. Star 214, LLC, et al., Civil Action No. 1: 24-cv-01964 (E.D. Va.)*." The deadline to file an objection is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing on [redacted], at [redacted].m. before the Honorable William E. Fitzpatrick, in the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. At the final approval hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the hearing. In addition, the hearing may be continued at any time by the Court without further notice to you. You should check the website [www.\[xx\].com](http://www.[xx].com) after [redacted], to confirm the hearing date, the court approval process, and the Effective Date of the Settlement.

You do not have to appear at the final approval hearing to be eligible to receive a monetary payout. If the Court approves the Settlement, the Court's judgment as to the Settlement Class will be binding on all Settlement Class Members who do not validly exclude themselves.

Where Can I Get Additional Information?

This notice is only a summary of the proposed settlement. You can review more details about the proposed settlement and access additional documents, including the Complaint and the full Settlement Agreement, at the Settlement Website ([www.\[xx\].com](http://www.[xx].com)).



United States District Court for Eastern District of Virginia

Brown, et al., v. Star 214, LLC, et al.
Case No. 1: 24-cv-01964-LMB-WEF

Class Action Settlement Notice

Authorized by the U.S. District Court

A proposed class action settlement may affect your rights.

You are not being sued.

This notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read the entire notice carefully.

You should:

1. Read this notice.
2. If you do not want to remain in the Class, submit an opt-out request by **[DATE]**.

Important things to know:

- If you remain in one of the Settlement Classes and the Court approves the Settlement, you will receive a monetary payment, a removal of certain interest charges from your loan, and an opportunity to receive additional interest charges if you accept certain loss mitigation options.
- If you take no action, you will still be bound the Settlement and its releases.
- You can learn more at: [www.\[\].com](http://www.[].com).

TABLE OF CONTENTS

About This Notice X
 Why did I get this notice? X
 What do I do next? X
Your Legal Rights & Options X
 What are the most important dates? X
Learning About the Lawsuit & Settlement X
 What is This Lawsuit About? X
 What Can I Get Out of The Settlement? X
 Who Are The Attorneys Representing The Class And How Will They be Paid? X
Deciding What You Want to Do? X
 What are my options? X
 Doing Nothing? X
 What Are The Consequences of Doing Nothing? X
 Opting Out? X
 What Happens if I Opt Out of The Class? X
 How do I Opt Out? X
 Objecting to the Settlement X
 What Happens if I Object to The Settlement? X
 How Do I Object to The Settlement? X
Additional Information? X
 When And Where Will The Court Decide Whether to Approve The Settlement? X
 Where Can I Get Additional Information? X

About This Notice

Why did I get a notice?

If you are receiving this Notice, you have been identified as a potential member of one of the Settlement Classes in this lawsuit. Specifically, Defendants’ records indicate that you are a member of the Statutory Damages Class and the Owner Entity Defaulted Loan Modification Settlement Subclass because you have a second mortgage loan serviced by Defendant Statebridge and owned by [redacted] on which interest was assessed for certain periods in which you were not sent periodic statements regarding the loan. As a member of these Settlement Classes, you are eligible to receive a payment, obtain removal of certain interest charges from your loan and the opportunity to receive additional interest removal if you agree to certain loss mitigation options.

What is a class action lawsuit?
A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This Notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

DO NOTHING	If you do nothing, you will receive a settlement payment, interest removal from your loan, and will release your claim for statutory damages. If you do not participate in loss mitigation, you will not release anything other than your statutory damages claim. However, you will be bound by the Court’s decisions regarding the Settlement. Review the full release at www.fj.com .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can opt out of the Settlement if you want to maintain any legal rights you may have against Defendants. But if you opt out, you will not receive a settlement payment or other relief provided under the Settlement if the Court grants final approval. To opt out from the Settlement, you must submit an opt out request online or send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].
OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court’s decisions regarding the Settlement. The objection deadline is [date].

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for [date]. If there are no appeals, checks will be sent approximately 30 days after the Settlement's Effective Date. Your deadline to opt out of the Settlement, or to object to the Settlement, is [date].

Learning About the Lawsuit and the Settlement

What is this Lawsuit About?

Plaintiffs Danielle Brown and Roy Brown ("Plaintiffs") filed a class action lawsuit in federal court against Star214, LLC ("Star214") and Statebridge Company, LLC ("Statebridge" and, with Star214, "Defendants") alleging that Defendants violated the Fair Debt Collection Practices Act ("FDCPA") by representing to Plaintiffs and other class members that they owed interest and fees on their second mortgage loans for periods in which monthly statements were not sent. The law requires that a debt collector, like Defendants, not make material misrepresentations in the attempted collection or collection of a consumer debt like a mortgage. Plaintiffs alleged that Defendants violated the law by misrepresenting the outstanding balances on second mortgages in monthly statements and other correspondence sent to borrowers.

Defendants deny that they did anything wrong or that they violated any laws. Defendants maintain that they had the right to assess interest and fees for certain periods in which monthly statements were not sent. The Court has not decided that Defendants violated the FDCPA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on which side is right or wrong. If the parties had not reached a settlement, Defendants would have vigorously defended the lawsuit and asked for a ruling in their favor.

Within the Settlement, you are a member of the Statutory Damages Class and the Owner Entity Defaulted Loan Modification Settlement Subclass.

The Statutory Damages Class includes all natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

The Owner Entity Defaulted Loan Modification Settlement Subclass includes natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements, and which loan is not part of the Performing Loan Settlement Subclass.

What Can I Get Out of the Settlement?

Cash Payments. A \$150,000.00 Statutory Damages Amount will be used to make cash payments to the Statutory Damages Settlement Class.

If the Settlement is approved in full, the Settlement Class Members who do not opt out of the Settlement will receive equal settlement payments from the Statutory Damages Amount.

Depending on the final number of Settlement Class Members who do not opt out, it is estimated that each eligible Statutory Damages Settlement Class Member will receive approximately \$XXX.

Removal of Interest and Other Debt Relief. Defendants have also agreed to credit interest for any period from October 19, 2017, to the date when Statebridge started sending monthly billing statements, for periods when the loan was charged off and no statements were sent by a prior servicer, unless sending statements was prohibited by law, to the extent such amounts are still reflected as due and owing on the loan. **[If applicable] If the settlement is approved, \$_____ in interest would be removed from your loan, your principal balance would be \$_____, and the new interest amount would be \$_____.**

In addition, you are eligible to participate in additional interest reduction if you participate in loss mitigation. Within 14 days of the Settlement's Effective Date, Statebridge will send you a letter offering you two options, either of which, if accepted, would result in the removal of all interest assessed for time periods when monthly mortgage statements were not sent in connection with the applicable loan. In your case, this would make you eligible for an additional \$_____ reduction in your loan balance, making your loan balance \$_____.

To receive this additional interest reduction, you would be required to accept a payoff of the reduced loan balance or accept a loan modification at the reduced amount. The loan modification would bring the loan current, and after three consecutive modified payments, the additional interest would be permanently removed from your loan. Failure to make the first three consecutive payments would result in the modification being cancelled and the loan returning to its premodification status. Accepting loss mitigation would require you to release all claims against Statebridge and the owner of your loan.

You do not have to accept the loss mitigation; however, refusal to accept those terms would result in your loan remaining at a balance of \$_____. You would also retain any individual claims, except for statutory damage claims, that you may have against Statebridge or the owner of your loan.

Cessation of Foreclosure Activity. Defendants will also cease foreclosure activity on loans in default for at least seventy-five (75) days after the Effective Date.

Who Are the Attorneys Representing the Class and How Will They be Paid?

The Court has approved lawyers to represent the Settlement Classes ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

Kristi C. Kelly
Andrew J. Guzzo
Casey S. Nash

J. Patrick McNichol
Matthew G. Rosendahl
Kelly Guzzo PLC
3925 Chain Bridge, Suite 202
Fairfax, VA 22030
kkelly@kellyguzzo.com
703-424-7570

You will not be charged for these lawyers. Subject to Court approval, Class Counsel will seek attorneys’ fees and costs that will be paid by the Owner Entities separately in an amount not to exceed \$900,000. Class Counsel may also seek a service award in an amount not to exceed \$7,500 to be paid to both Plaintiffs for their services in representing the Settlement Classes. The attorneys’ fees, costs, service award, and settlement administration expenses will be paid separately from the \$150,000.00 Statutory Damages Amount and will therefore not affect the payment you could receive under the Settlement.

Deciding What You Want to Do

What Are My Options?

You have three options. You can (1) do nothing, (2) exclude yourself (in other words, “opt out”) from the Settlement, or (3) object to the Settlement.

This chart shows the consequences of selecting each option:

	Do nothing	Opt Out of the Class	Object to the Settlement
Am I bound by the terms of the Class if I...	Yes	No	Yes
Will I be able to receive money, interest cancellation, and loss mitigation options in the Settlement if I ...	Yes	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt out or object.

Staying in the Class

What Are the Consequences of Doing Nothing?

If you do nothing, you will remain in the Settlement Class and be bound by the Court’s orders.

You will also receive an automatic payment and interest removal as described above following approval by the Court of the Settlement. You will also receive a letter from Statebridge about your loss mitigation options.

You will not be able to pursue claims against Defendants that are covered by the Settlement's release. All the Court's decisions regarding the Settlement will apply to you and you will be bound by any judgment entered.

Opting Out

What Happens if I Opt Out of The Class?

If you exclude yourself from the Class, you will not receive any money from the Settlement. You will not be bound by any of the Court's orders regarding the Class, or any judgment or release entered regarding the Class. You will retain any legal rights you may have against Defendants. You will be responsible for the fees and costs of any services provided by your own lawyer.

How Do I Opt Out?

If you wish to be excluded (or "opt out" of the class), you must mail a written request for exclusion addressed to the Settlement Administrator at [address] or submit the opt out request online at [website]. Your request for exclusion must be in writing, signed by you, and received on or before [date] or submitted online before [date]. The request must state: "I wish to opt out of the Settlement Class in *Brown v Star 214* and do not want to receive any benefits from the settlement." The request must also be dated and include your name, loan number and last four digits of your social security number. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to the Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection and approves the Settlement, you will be bound by the Court's decision, and you will remain a part of the Class and receive the Settlement benefits or relief.

How Do I Object to the Settlement?

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate. To object, you must file with the Court a signed objection that states the legal and factual basis for the objection; include proof that you are a member of the Settlement Class or Classes, identify with specificity each time that you or your Counsel have objected to a class settlement in the last five years, and include any evidence that you wish the Court to consider in ruling on your objection. Your objection should indicate that it is for "*Brown, et al., v. Star 214, LLC, et al., Civil Action No. 1: 24-cv-01964 (E.D. Va.)*." The deadline to file an objection is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing on [redacted], at [redacted].m. before the Honorable William E. Fitzpatrick, in the United States District Court for the Eastern District of Virginia, Albert V. Bryan

U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. At the final approval hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the hearing. In addition, the hearing may be continued at any time by the Court without further notice to you. You should check the website [www.\[xx\].com](http://www.[xx].com) after [REDACTED], to confirm the hearing date, the court approval process, and the Effective Date of the Settlement.

You do not have to appear at the final approval hearing to be eligible to receive a monetary payout. If the Court approves the Settlement, the Court's judgment as to the Settlement Class will be binding on all Settlement Class Members who do not validly exclude themselves.

Where Can I Get Additional Information?

This notice is only a summary of the proposed settlement. You can review more details about the proposed settlement and access additional documents, including the Complaint and the full Settlement Agreement, at the Settlement Website ([www.\[xx\].com](http://www.[xx].com)).



United States District Court for Eastern District of Virginia

Brown, et al., v. Star 214, LLC, et al.

Case No. 1: 24-cv-01964-LMB-WEF

Class Action Settlement Notice

Authorized by the U.S. District Court

A proposed class action settlement may affect your rights.

You are not being sued.

This notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read the entire notice carefully.

You should:

1. Read this notice.
2. If you do not want to remain in the Class, submit an opt-out request by **[DATE]**.

Important things to know:

- If you remain in one of the Settlement Classes and the Court approves the Settlement, you will receive a monetary payment, removal of certain interest charges from your loan, and the ability to participate in loss mitigation options.
- If you take no action, you will still be bound the Settlement and its releases.
- You can learn more at: [www.\[\].com](http://www.[].com).

TABLE OF CONTENTS

About This Notice	X
Why did I get this notice?.....	X
What do I do next?.....	X
Your Legal Rights & Options.....	X
What are the most important dates?.....	X
Learning About the Lawsuit & Settlement.....	X
What is This Lawsuit About?.....	X
What Can I Get Out of The Settlement?.....	X
Who Are The Attorneys Representing The Class And How Will They be Paid?.....	X
Deciding What You Want to Do?.....	X
What are my options?.....	X
Doing Nothing?.....	X
What Are The Consequences of Doing Nothing?.....	X
Opting Out?.....	X
What Happens if I Opt Out of The Class?.....	X
How do I Opt Out?.....	X
Objecting to the Settlement.....	X
What Happens if I Object to The Settlement?.....	X
How Do I Object to The Settlement?.....	X
Additional Information?.....	X
When And Where Will The Court Decide Whether to Approve The Settlement?.....	X
Where Can I Get Additional Information?.....	X

About This Notice

Why did I get a notice?

If you are receiving this Notice, you have been identified as a potential member of one of the Settlement Classes in this lawsuit. Specifically, Defendants’ records indicate that you are a member of the Statutory Damages Class and the CAMG Additional Remediation Subclass because you have a second mortgage loan serviced by Defendant Statebridge and owned by [redacted] on which they have attempted to collect or collected interest and late fees for periods in which you were not sent periodic statements regarding the loan. As a member of these Settlement Classes, you are eligible to receive a payment, obtain removal of certain interest charges from your loan, and the option to participate in loss mitigation.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

This Notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

DO NOTHING	If you do nothing, you will receive a settlement payment, removal of certain interest from your loan, and the other relief described in this Notice and you will be bound by the Court’s decisions regarding the Settlement. You will not be able to pursue any potential claims that have been released as part of the Settlement. Review the full release at www.[]().com .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can opt out of the Settlement if you want to maintain any legal rights you may have. But if you opt out, you will not receive a settlement payment or other relief provided under the Settlement if the Court grants final approval. To opt out from the Settlement, you must submit an opt out request online or send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].
OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court’s decisions regarding the Settlement. The objection deadline is [date].

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for [date]. If there are no appeals, checks will be sent approximately 30 days after the Settlement's Effective Date. Your deadline to opt out of the Settlement, or to object to the Settlement, is [date].

Learning About the Lawsuit and the Settlement

What is this Lawsuit About?

Plaintiffs Danielle Brown and Roy Brown ("Plaintiffs") filed a class action lawsuit in federal court against Star214, LLC ("Star214") and Statebridge Company, LLC ("Statebridge" and, with Star214, "Defendants") alleging that Defendants violated the Fair Debt Collection Practices Act ("FDCPA") by representing to Plaintiffs and other class members that they owed interest and fees on their second mortgage loans for periods in which Defendants or prior owners or servicers of the loans had not sent monthly statements. The law requires that a debt collector, like Defendants, not make material misrepresentations in the attempted collection or collection of a consumer debt like a mortgage. Plaintiffs alleged that Defendants violated the law by misrepresenting the outstanding balances on second mortgages in monthly statements and other correspondence sent to borrowers.

Defendants deny that they did anything wrong or that they violated any laws. Defendants maintain that they had the right to assess, attempt to collect, and collect interest and fees for periods in which it or a prior owner or servicer of the mortgages failed to send monthly statements. The Court has not decided that Defendants violated the FDCPA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on which side is right or wrong. If the parties had not reached a settlement, Defendants would have vigorously defended the lawsuit and asked for a ruling in their favor.

Within the Settlement, you are a member of the Statutory Damages Class and the CAMG Additional Remediation Subclass.

The Statutory Damages Class includes all natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

The CAMG Additional Remediation Subclass includes natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by a CAMG Entity, was previously charged off, and is actively serviced by Statebridge, and for which, prior to October 19, 2017, either 1) a prior servicer sent statements charging 0% interest, 2) the prior servicer did not send statements because the loan was charged off, and/or 3) Veripro previously serviced the loan and represented that interest would not be charged, and for which Statebridge sent correspondence between November 2, 2023 through May 14, 2025, that assessed interest for time periods prior to October 19, 2017.

What Can I Get Out of the Settlement?

Cash Payments. A \$150,000.00 Statutory Damages Amount will be used to make cash payments to the Statutory Damages Settlement Class.

If the Settlement is approved in full, the Settlement Class Members who do not opt out of the Settlement will receive equal settlement payments from the Statutory Damages Amount.

Depending on the final number of Settlement Class Members who do not opt out, it is estimated that each eligible Statutory Damages Settlement Class Member will receive approximately \$XXX.

Cancellation of Interest and Other Debt Relief. Statebridge and CAMG have also agreed to cancel all interest assessed from October 19, 2017, to the date when Statebridge started sending monthly billing statements, for periods when the loan was charged off and no statements were sent by a prior servicer, unless sending statements was prohibited by law for all loans in the Statutory Damages Class.

In addition, CAMG will review your loan for additional remediation. CAMG will remove all interest, including interest before October 19, 2017, that was assessed either (1) while Veripro was the servicer or (2) during a month when the consumer received a statement indicating that the interest was zero percent.

Additionally, to the extent not already removed through the above adjustments, for any other loans that were charged off, CAMG will remove one-third of all interest accrued before October 19, 2017.

Finally, Statebridge will contact you after the Settlement's Effective Date to offer you loss mitigation options so that you can modify, payoff, or otherwise negotiate a favorable outcome for the remaining balance of the loan.

If the settlement is approved, \$ [redacted] in interest will be removed from your loan .Your principal balance is \$ [redacted] , and the new interest amount is \$ [redacted] .

Cessation of Foreclosure Activity. Defendants will also cease foreclosure activity on loans in default for at least seventy-five (75) days after the Effective Date.

Who Are the Attorneys Representing the Class and How Will They be Paid?

The Court has approved lawyers to represent the Settlement Classes ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Classes are:

Kristi C. Kelly
Andrew J. Guzzo
Casey S. Nash
J. Patrick McNichol
Matthew G. Rosendahl
Kelly Guzzo PLC
3925 Chain Bridge, Suite 202
Fairfax, VA 22030

kkelly@kellyguzzo.com
703-424-7570

You will not be charged for these lawyers. Subject to Court approval, Class Counsel will seek attorneys’ fees and costs that will be paid by the Owner Entities separately in an amount not to exceed \$900,000. Class Counsel may also seek a service award in an amount not to exceed \$7,500 to be paid to both Plaintiffs for their services in representing the Settlement Classes. The attorneys’ fees, costs, service award, and settlement administration expenses will be paid separately from the \$150,000.00 Statutory Damages Amount and will therefore not affect the payment you could receive under the Settlement.

Deciding What You Want to Do

What Are My Options?

You have three options. You can (1) do nothing, (2) exclude yourself (in other words, “opt out”) from the Settlement, or (3) object to the Settlement.

This chart shows the consequences of selecting each option:

	Do nothing	Opt Out of the Class	Object to the Settlement
Am I bound by the terms of the Class if I...	Yes	No	Yes
Will I be able to receive money and interest cancellation in the Settlement if I ...	Yes	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt out or object.

Staying in the Class

What Are the Consequences of Doing Nothing?

If you do nothing, you will remain in the Settlement Class and be bound by the Court’s orders. You will also receive an automatic payment and interest removal as described above following approval by the Court of the Settlement.

You will not be able to pursue claims that are covered by the Settlement’s release. All the Court’s decisions regarding the Settlement will apply to you and you will be bound by any judgment entered.

Opting Out

What Happens if I Opt Out of The Class?

If you exclude yourself from the Class, you will not receive any money from the Settlement. You will not be bound by any of the Court's orders regarding the Class, or any judgment or release entered regarding the Class. You will retain any legal rights you may have. You will be responsible for the fees and costs of any services provided by your own lawyer.

How Do I Opt Out?

If you wish to be excluded (or "opt out" of the class), you must mail a written request for exclusion addressed to the Settlement Administrator at [address] or submit the opt out request online at [website]. Your request for exclusion must be in writing, signed by you, and received on or before [date] or submitted online before [date]. The request must state: "I wish to opt out of the the Settlement Class in *Brown v Star 214* and do not want to receive any benefits from the settlement." The request must also be dated and include your name, loan number and last four digits of your social security number. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to the Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection and approves the Settlement, you will be bound by the Court's decision, and you will remain a part of the Class and receive the Settlement benefits or relief.

How Do I Object to the Settlement?

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate. To object, you must file with the Court a signed objection that states the legal and factual basis for the objection; include proof that you are a member of the Settlement Class or Classes, identify with specificity each time that you or your Counsel have objected to a class settlement in the last five years, and include any evidence that you wish the Court to consider in ruling on your objection. Your objection should indicate that it is for "*Brown, et al., v. Star 214, LLC, et al., Civil Action No. 1: 24-cv-01964 (E.D. Va.)*." The deadline to file an objection is [date]. If you are represented by counsel in your objection, include that attorney's information.

Additional Information

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing on [redacted], at [redacted].m. before the Honorable William E. Fitzpatrick, in the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. At the final approval hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the hearing. In addition, the hearing may be continued at any time by the Court without further notice to you. You should check the website [www.\[xx\].com](http://www.[xx].com) after [redacted], to confirm the hearing date, the court approval process, and the Effective Date of the Settlement.

You do not have to appear at the final approval hearing to be eligible to receive a monetary payout.

If the Court approves the Settlement, the Court's judgment as to the Settlement Class will be binding on all Settlement Class Members who do not validly exclude themselves.

Where Can I Get Additional Information?

This notice is only a summary of the proposed settlement. You can review more details about the proposed settlement and access additional documents, including the Complaint and the full Settlement Agreement, at the Settlement Website ([www.\[xx\].com](http://www.[xx].com)).

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DANIELLE BROWN, *et al.*,

Plaintiffs,

v.

STAR 214, LLC, *et al.*,

Defendants.

Civil Action No. 1:24-cv-01964WEF

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement entered by the Parties, hereby orders that:

1. The Court has considered the proposed settlement of the class claims asserted in the above-captioned action on behalf of the proposed Settlement Classes defined as:¹

Statutory Damages Class. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

Owner Entity Performing Loan Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, which loan (i) was less than 30 days past due as of May 14, 2025, or (ii) had made a full monthly payment in at least four of the six months preceding May 14, 2025, and in connection with which loan

¹ Defined terms used in this Order have the same meaning provided in the Settlement Agreement.

Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements.

Owner Entity Defaulted Loan Modification Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements, and which loan is not part of the Performing Loan Settlement Subclass.

CAMG Additional Remediation Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by a CAMG Entity, was previously charged off, and is actively serviced by Statebridge, and for which, prior to October 19, 2017, either 1) a prior servicer sent statements charging 0% interest, 2) the prior servicer did not send statements because the loan was charged off, and/or 3) Veripro previously serviced the loan and represented that interest would not be charged, and for which Statebridge sent correspondence between November 2, 2023 through May 14, 2025, that assessed interest for time periods prior to October 19, 2017.

2. The Settlement Agreement filed by the Parties appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. Accordingly, the proposed settlement therein is preliminary approved, pending a Final Approval Hearing, as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

- a. The Settlement Class consists of more than 1,000 members;
- b. The claims of the Named Plaintiffs are typical of those of the other members of the Settlement Classes;
- c. There are questions of fact and law that are common to all members of the Settlement Classes; and

d. The Named Plaintiffs will fairly and adequately protect the interests of the Settlement Class and have retained Class Counsel experienced in consumer class action litigation who have, and will continue to, adequately represent the Settlement Class.

4. For settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because (1) a class action is a fair and efficient adjudication of this controversy; and (2) questions of fact and law common to the members of the Settlement Classes predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, the Settlement Classes shall be decertified, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In that event, this Order shall not have any precedential effect with respect to a litigated class certification motion.

6. The Court appoints Danielle Brown and Roy Brown as Class Representatives. The Court also appoints Kristi C. Kelly, Andrew Guzzo, Casey Nash, Pat McNichol, and Matthew Rosendahl of Kelly Guzzo PLC as counsel for the Class (“Class Counsel”). The Court also approves American Legal Claims Services, LLC as the Settlement Administrator.

7. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on _____, 2025, at ____ .m. (*proposed date of January 16, 2026*) at the United States District Court

for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314, for the following purposes:

- a. To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;
- b. To determine whether a final judgment should be entered dismissing the claims of the Settlement Classes with prejudice, as required by the Settlement Agreement;
- c. To consider the application of Class Counsel for an award of attorneys' fees, costs, and for a service award to the Class Representatives; and
- d. To rule upon other such matters as the Court may deem appropriate.

8. Defendants and CAMG are to provide the Class Lists, and the Settlement Administrator is to implement the Notice Plan, in accordance with the Settlement Agreement's terms and timelines. Pursuant to the Settlement Agreement, the Administrator will provide a declaration to be filed with the Court attesting to the implementation of the Notice Plan prior to the Final Approval Hearing. To the extent the Parties or Settlement Administrator determine that ministerial changes to the Notice Plan are necessary before disseminating notice to the Settlement Class Members, they may make such changes without further application to the Court.

9. The Court finds the Notice Plan to fully satisfy the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. If a Settlement Class Member chooses to opt out of the Class, such Class Member is required to submit an opt out request on the Settlement website or send a written request for exclusion to the Settlement Administrator by mail, postmarked on or before the date specified in the Class Notice, which shall be no later than sixty (60) days following the initial mailing of the

Class Notice. The request must state “I do not want to be part of the Settlement Class in *Brown v. Star 214*,” or words to that effect, and must be signed, dated, and include the individual’s name, loan number and the last four digits of the individual’s social security number. A Settlement Class Member who timely submits an opt-out using the procedure identified above shall be excluded from the Settlement Class for any and all purposes. Following the deadline, the Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and shall provide the declaration and list to Class Counsel, who will then report the names appearing on this list to the Court before the Final Approval Hearing.

11. A Settlement Class Member who does not timely submit a request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

12. Any Settlement Class Member who wishes for any objection to be considered, must file a written notice of objection to be postmarked within sixty (60) days after the date of initial mailing of the Class Notice. The objection must (i) be filed with the Court by the Objection Deadline; (ii) state each objection the Class Member is raising and the specific legal and factual bases for each objection; (iii) include proof that the individual is a member of a particular Settlement Class or Classes; (iv) identify, with specificity, each instance in which the Class Member or his or her counsel has objected to a class action settlement in the past five (5) years; and (v) be personally signed by the Class Member.

13. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to the terms of this Order and the Settlement Agreement shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

14. All briefs, memoranda, petitions and affidavits to be filed in support for an individual award to the Class Representatives and for an award of attorney's fees and costs shall be filed simultaneously with the motion for Final Approval.

15. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement shall be filed not later than January 2, 2026.

16. Neither this Order nor the Settlement Agreement shall be construed or used as an admission or concession by or against the Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendants or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiffs, the Settlement Class Members, or the Defendants.

17. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

It is so ORDERED.

Date: _____

Hon. William E. Fitzpatrick
United States Magistrate Judge

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DANIELLE BROWN, *et al.*,

Plaintiffs,

v.

STAR 214, LLC, *et al.*,

Defendants.

Civil Action No. 1:24-cv-01964WEF

FINAL APPROVAL ORDER

This matter comes before the Court on Plaintiffs' Motion for Final Approval of the proposed class action settlement entered by the Parties.¹ Having considered all papers filed and arguments made with respect to the Settlement, and having provisionally certified a Settlement Class, the Court hereby FINDS that:

1. On _____, the Court held a Final Approval Hearing, at which time the Parties were afforded the opportunity to be heard in support of or in opposition to the Settlement.

2. Certification for settlement purposes of the Settlement Classes, as defined by the Settlement Agreement and the Preliminary Approval Order, is appropriate pursuant to Rule 23(a), and (b) of the Federal Rules of Civil Procedure.

3. Notice to the Settlement Classes required by Fed. R. Civ. P. 23(e) has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. 23(e) and due process.

¹ Defined terms used in this Order have the same meaning provided in the Settlement Agreement.

4. The Parties have timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the Parties’ notice of compliance and finds that the notice complies with the application requirements of CAFA.

5. The Settlement Agreement was arrived at as a result of arms’ length negotiations conducted in good faith by counsel for the Parties, and is supported by the Parties.

6. The Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate to the members of the Settlement Classes, in light of the complexity, expense, and duration of litigation, and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

7. The relief provided in the settlement constitutes fair value given in exchange for the release of claims.

8. The list of individuals attached to the Settlement Administrator’s Declaration filed at _____ are determined to have validly excluded themselves from the Settlement Class in accordance with the provisions of the settlement and the Preliminary Approval Order.

9. There were _ timely objections to Settlement.

10. The Parties and each Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

11. It is in the best interests of the Parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any

Released Party, which in any way relates to the applicability or scope of the Settlement Agreement or the Final Approval Order, should be presented exclusively to this Court for resolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

12. This action is a class action against Defendants Star214, LLC and Statebridge Company, LLC on behalf of the Settlement Classes defined as follows:

Statutory Damages Class. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, actively serviced by Statebridge, and was more than 30 days past due at the time Statebridge began servicing the loan, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included late fees, default-related fees, or interest, which were assessed for time periods when the loan was charged off and the person did not receive monthly mortgage statements.

Owner Entity Performing Loan Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, which loan (i) was less than 30 days past due as of May 14, 2025, or (ii) had made a full monthly payment in at least four of the six months preceding May 14, 2025, and in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements.

Owner Entity Defaulted Loan Modification Settlement Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by an Owner Entity and actively serviced by Statebridge, in connection with which loan Statebridge sent correspondence between November 2, 2023 through May 14, 2025 that reflected an amount due that included interest assessed for time periods when the person did not receive monthly mortgage statements, and which loan is not part of the Performing Loan Settlement Subclass.

CAMG Additional Remediation Subclass. All natural persons within the United States and its territories who are obligors of a junior-lien mortgage loan secured by their primary residence, which loan was, as of May 14, 2025, owned by a CAMG Entity, was previously charged off, and is actively serviced by Statebridge, and for which, prior to October 19, 2017, either 1) a prior servicer sent statements charging 0% interest, 2) the prior servicer did not send statements because the loan was charged off, and/or 3) Veripro previously serviced the loan and represented that

interest would not be charged, and for which Statebridge sent correspondence between November 2, 2023 through May 14, 2025, that assessed interest for time periods prior to October 19, 2017.

The Settlement Classes do not include Defendants' or CAMG's officers, directors, and employees; Defendants' or CAMG's attorneys; Plaintiffs' attorneys; any Judge overseeing or considering the approval of the Settlement, together with members of their immediate family and any judicial staff, and those who validly excluded themselves from the Settlement Classes as noted above.

13. The Settlement Agreement submitted by the Parties for the Settlement Classes is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Settlement Classes. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

14. This action is hereby dismissed on the merits, with prejudice and without costs.

15. As agreed by the Parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

16. Each Settlement Class Member is permanently barred and enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims against the Released Parties.

17. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this Settlement, including the administration and consummation of the Settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over the Parties and each Settlement Class Member for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the

Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all members of the Settlement Classes are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

18. Upon consideration of Class Counsel's application for fees and costs, the Court awards \$900,000 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, to be paid by the Owner Entities.

19. Upon consideration of the application for individual service awards, Named Plaintiffs Danielle Brown and Roy Brown are each awarded the sum of \$7,500, to be paid by the Owner Entities, in consideration for the service they have performed for and on behalf of the Settlement Classes.

20. The Parties' remediation of interest and distribution plan of payments to the Settlement Class Members, in *pro rata* allocations of the Statutory Damages Amount, is approved for implementation. Should funds remain after all distributions are made, and the check negotiation period provided for in the Settlement Agreement has passed, the Parties' chosen *cy pres*, Virginia Poverty Law Center, is approved for receiving such balance.

21. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

It is so ORDERED.

Date: _____