

Date of Notice: September 14, 2023

**BY ORDER OF THE CIRCUIT COURT  
FOR MONTGOMERY COUNTY, MARYLAND**

**Notice of Proposed Class Action Settlement and Final Hearing for Settlement Class B**

If Seterus charged you a fee for inspecting your property after you defaulted in monthly loan payments between March 2010 and February 2019, a class action lawsuit may affect your rights.

**A court authorized this notice. This is not a solicitation from a lawyer.**

- Barbara Clair and Mirtha Claros-Almendras sued Defendants Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus, Inc. and Federal National Mortgage Association alleging that Seterus charged customers a fee for inspecting properties in Maryland after the customer defaulted in monthly loan payments in violation of Maryland law. Seterus was the loan servicer of these loans and Fannie Mae owned the loans or was trustee of securitization trusts which owned the loans. Nationstar was named as successor to Seterus as a result of a merger, but Plaintiffs do not allege any wrongdoing by Nationstar.
- You are receiving this notice to inform you about a proposed settlement so that you know your rights as a proposed member of one of two Settlement Classes.
- The Settlement Classes are comprised of two distinct groups depending on whether or not Seterus collected at least one property inspection fee:

**Settlement Class A is defined as:**

All persons from or on behalf of whom Seterus collected at least one property inspection fee (or a partial property inspection fee) via a borrower payment or by adding it to a loan modification balance. Settlement Class A excludes any person who may timely opt out of the Settlement.

**Settlement Class B is defined as:**

All persons who Seterus imposed at least one property inspection fee onto the periodic or other written communication sent to a borrower, or were assessed to the borrower's loan account, but the fee was never paid by the class member. Settlement Class B excludes any person who may timely opt out of the Settlement.

- Based on the records available to the parties, you may be a member of **SETTLEMENT CLASS B.**
- To resolve this matter now without the need for further litigation, the Parties have reached settlement terms that affect the Settlement Classes, including your rights.

**YOUR LEGAL RIGHTS ARE AFFECTED, AND YOU HAVE A CHOICE TO MAKE NOW:**

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**YOUR LEGAL RIGHTS AND OPTIONS**

**DO NOTHING:** If you do nothing, you will be included in Settlement Class B, you will not receive the benefit of the settlement provided to Settlement Class B Members, all the Court's orders will apply to you, and you will release the Defendants and the Released Parties of your claims against them.

**MAKE A CLAIM:** To receive the benefit of the settlement described above upon final approval by the Court, you must fully complete and timely return the claim form attached to this notice within thirty (30) days of the date of this notice. You will not receive the benefit of the settlement provided to Settlement Class B Members unless you timely return a properly completed claim form.

**ASK TO BE EXCLUDED:** You may ask to be excluded from this settlement. To validly request exclusion from the Settlement Classes, a person must personally sign, date, and send a written request to opt out providing the person's full name, telephone number, the full name of any co-borrowers, current address, the address of the property securing their Seterus loan (if different), and Seterus loan number, and stating, "I have reviewed the Class Settlement Notice and wish to exclude myself from the Settlement in *Clair et al v. Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus Inc. et al.*, Case No. 441428-V" (or substantially similar clear and unambiguous language) addressed to: Seterus Property Inspection Fee Class Action, PO Box 23489, Jacksonville, FL 32241.

The written request for exclusion must be postmarked no later than thirty (30) days from the date of the Class Notice, and must include the person's name, address, telephone number and a "wet" signature not affixed via electronic means. If a question is raised about the authenticity of an exclusion request, the Settlement Administrator will have the right to demand additional proof of the individual's identity and intent. The Parties retain discretion to determine whether any exclusion request substantially complies with the requirements above. Exclusion requests that are signed by an attorney but not by the person requesting to be excluded from the Settlement Class are invalid.

Sending a written request to be excluded from the Settlement Classes does not guarantee that you will be excluded. Requests to be excluded will be reviewed for their validity.

If you do not exclude yourself from the Settlement Classes, the settlement (if approved) will release your legal claims and will affect your right to start or continue any other lawsuit or proceeding against Nationstar, Seterus and Fannie Mae. The release is described in the settlement agreement, which is available on the Court's docket in the case of *Barbra Clair et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus, Inc.*, Case No. 441428-V (Montgomery County Maryland Circuit Court). You can also obtain a copy of the settlement agreement by contacting Class Counsel, Defendants' Counsel, or the Settlement Administrator (addresses below).

**OBJECT:** If you are a member of one of the Settlement Classes, you have the right to object to the terms of the settlement. If you request to be excluded, you do not have the right to object. A Settlement Class Member who wishes to object to any aspect of the settlement must, no later than thirty (30) days from the date of this notice, file with the Court a written statement of the objection(s) and serve the objection(s) on Class Counsel and Defendants' counsel. The written statement of objection(s) shall: (1) set forth the objector's full name, current address, and if different, the address of the property which secured their mortgage loan, telephone number, email address (if any), and Seterus loan number of the objector's loan; (2) contain a statement of the legal and factual ground for the objection with specificity, together with all documents on which the Class Member relies (if any); (3) state the identity of all counsel representing or assisting the objector, if any; and (4) indicate whether the objection applies only to the Class Member, to a portion of the Class, or to the Class as a whole. All Objections must be personally signed by the person(s) making the objection, or a court-appointed legal guardian authorized to act on their behalf.

Objections must be filed in the case of *Barbra Clair et al. v. Nationstar Mortgage, LLC d/b/a Mr. Cooper as successor to Seterus, Inc. et al.*, Case No. 441428-V (Md. Cir. Ct.), and must be filed in the Civil Clerk's Office of the Circuit Court for Montgomery County, Maryland within 30 days of the date of this Notice.

Objections must also be sent to Class Counsel and Defendants' Counsel at the following addresses:

- Class Counsel: Scott Borison, Borison Firm, LLC., 1400 S. Charles Street, Baltimore MD 21230; Phillip Robinson, Consumer Law Center LLC, 10125 Colesville Road, Silver Spring MD 20901.
- Defendants' Counsel: Joseph F. Yenouskas, Goodwin Procter LLP, 1900 N Street, NW, Washington DC 20036.

You may submit a written statement of objection(s) on your own behalf or through a lawyer hired at your expense. If a lawyer submits objections on your behalf, your lawyer must: (1) file a notice of appearance with the Court; (2) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed; (3) file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class; and (4) comply with the requirements and procedures for objection.

If you file an objection, you will also need to attend the final approval hearing, or the Court may not consider your objections.

**You only have the right to object to the settlement if you do not request to be excluded. If you request to be excluded, you do not have the right to object.**

Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. To the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

**YOUR OPTIONS ARE FURTHER EXPLAINED IN THIS NOTICE.  
ANY QUESTIONS? READ ON.**

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## BASIC INFORMATION

### 1. Why did I get this notice?

Records show that you had a residential mortgage loan secured by real property in Maryland, which loan was serviced by Seterus and owned by Fannie Mae or in a securitization trust for which Fannie Mae was the trustee, and Seterus imposed on your account one or more Property Inspection Fee between March 2010 and February 2019. You have legal rights and options that you may exercise before the Court enters a final judgment. The lawsuit is known as *Barbra Clair et al. v. Nationstar Mortgage LLC b/b/a Mr. Cooper, as successor to Seterus, Inc.*, Case No. 441428-V (Md. Cir. Ct.), which was filed in and is available at the Clerk's Office of the Circuit Court of Montgomery County, Maryland.

### 2. What is this lawsuit about?

This lawsuit is about property inspection fees that Seterus charged when you and other Maryland borrower defaulted in monthly loan payments and Seterus conducted an inspection of your property.

The Defendants deny any wrongdoing and deny all claims asserted against them in the Action. The parties have agreed to settle the Action to avoid the cost, delay, and uncertainty of litigation.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Named Plaintiffs", or "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." This case involves a group of class members who were charged a property inspection fee (some of which were collected). Barbra Clair and Mirtha Claros-Almendras are the Class Representatives and represent the Settlement Class Members. Seterus and Federal National Mortgage Association are the Defendants.

### 4. Why is this lawsuit a class action?

Plaintiffs filed this case as a class action. Following the Parties' settlement and the Court's preliminary approval order approving the settlement, the Court approved two Settlement Classes: Class A and Class B. Members of either Settlement Class A or Settlement Class B are referred to as Settlement Class Members. The Court found that the Settlement Classes satisfy the requirements of Maryland Rule 2-231, which governs class actions in Maryland courts.

## THE CLAIMS IN THE LAWSUIT

### 5. What does the lawsuit complain about?

In the lawsuit, the Named Plaintiffs have alleged that Seterus violated Maryland law by charging property inspection fees.

**6. How do Defendants answer?**

Defendants deny that they violated Maryland law or that they are required to pay anything to Settlement Class Members. The Court granted summary judgment for Fannie Mae on Plaintiffs' claims against Fannie Mae. The Parties have reached a settlement however to avoid further cost, risk, and delay of litigation.

**7. How do I obtain more information?**

You can obtain more information about the settlement and the lawsuit by visiting the Seterus Property Inspection Fee Litigation website located at [www.SeterusPropertyInspectionFeeLitigation.com](http://www.SeterusPropertyInspectionFeeLitigation.com).

**8. What is the settlement?**

Defendants have agreed to establish a settlement fund of \$3.5 million to pay all claims, attorneys' fees and costs, service awards and settlement administration costs associated with the Settlement. After the Court awards amounts to Class Counsel as compensation for their attorney's fees and costs, to the Plaintiffs for their service as class representatives, and to the settlement administrator, Seterus has agreed to make payments of 80% of the remainder to all members of Settlement Class A. The remaining 20% shall be paid to all members of Settlement Class B who submit a timely claim form, up to a maximum of \$100 each.

**WHO IS IN THE SETTLEMENT CLASSES**

**9. Am I part of the Settlement Classes?**

Seterus has provided your name as part of Settlement Class B. Settlement Class B consists of all persons who Seterus imposed at least one property inspection fee onto the periodic or other written communication sent to a borrower, or were assessed to the borrower's loan account, but the fee was never paid by the class member.

**YOUR OPTIONS**

**10. What do I need to be included?**

You will be included as a Settlement Class B Member if you do not request exclusion. To obtain the benefit that is available to Settlement Class B Members, you have to fully complete and timely return the claim form attached to this notice within thirty (30) days of the date of this notice. If you do not timely return a properly completed claim form, you will not be provided any benefit but will remain a member of Settlement Class B. See No. 11 below.

**11. What happens if I do nothing at all?**

You will be included in Settlement Class B. You will not receive the benefit of the settlement provided to Settlement Class B Members unless you timely return a properly completed claim form. If you are a member of Settlement Class B, all the Court's orders will apply to you, and you will release the Defendants and the Released Parties of your claims against them.

## **12. What if I do not want to be included?**

As described above, you may ask to be excluded from this settlement. To validly request exclusion from the Settlement Classes, a person must personally sign, date, and send a written request to opt out providing the person's full name, telephone number, email address, the full name of any co-borrowers, current address, the address of the property securing their Seterus loan (if different), and Seterus loan number, and stating, "I have reviewed the Class Settlement Notice and wish to exclude myself from the Settlement in *Clair et al v. Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus Inc. et al.*, Case No. 441428-V" (or substantially similar clear and unambiguous language) to: Seterus Property Inspection Fee Class Action, PO Box 23489, Jacksonville, FL 32241.

The written request for exclusion must be postmarked no later than thirty (30) days from the date of this notice. If a question is raised about the authenticity of an exclusion request, the Settlement Administrator will have the right to demand additional proof of the individual's identity and intent. The Parties retain discretion to determine whether any exclusion request substantially complies with the requirements above. Exclusion requests that are signed by an attorney but not by the person requesting to be excluded from the Settlement Class are invalid.

Sending a written request to be excluded from the Settlement Classes does not guarantee that you will be excluded. Requests to be excluded will be reviewed for their validity.

If you do not exclude yourself from the Settlement Classes, the settlement (if approved) will release your legal claims and will affect your right to start or continue any other lawsuit or proceeding against the Defendants and the Released Parties. The release is described in the settlement agreement, which is available on the Court's docket in the case of *Barbra Clair et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus, Inc. et al.*, Case No. 441428-V (Montgomery County, Md. Cir. Ct). You can also obtain a copy of the settlement agreement by contacting Class Counsel, Defendants' Counsel, or the Settlement Administrator.

## **13. How do I object?**

If you are a member of one of the Settlement Classes, you have the right to object to the terms of the settlement. If you request to be excluded, you do not have the right to object. A Settlement Class Member who wishes to object to any aspect of the settlement must, no later than thirty (30) days from the date of this notice, file with the Court a written statement of the objection(s) and serve the objection(s) on Class Counsel, Defendants' Counsel, and the Settlement Administrator. The written statement of objection(s) shall: (1) set forth the objector's full name, current address, and if different, the address of the property which secured their mortgage loan, telephone number, email address (if any), and Seterus loan number of the objector's loan; (2) contain a statement of the legal and factual ground for the objection with specificity, together with all documents on which the Class Member relies (if any); (3) state the identity of all counsel representing or assisting the objector, if any; and (4) indicate whether the objection applies only to the Class Member, to a portion of the Class, or to the Class as a whole. All Objections must be personally signed by the person(s) making the objection, or a court-appointed legal guardian authorized to act on their behalf.



Objections must be filed in the case of *Barbra Clair et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper, as successor to Seterus, Inc.*, Case No. 441-428-V (Montgomery County, Md. Cir. Ct.), and must be filed in the Civil Clerk's Office of the Circuit Court by the deadline.

Objections must also be sent to Class Counsel, Defendants' Counsel, and the Settlement Administrator at the following addresses:

- Class Counsel: Scott Borison, Borison Firm, LLC., 1400 S. Charles Street, Baltimore MD 21230; Phillip Robinson, Consumer Law Center LLC, 10125 Colesville Road, Silver Spring MD 20901
- Defendants' Counsel: Joseph F. Yenouskas, Goodwin Procter LLP, 1900 N Street, NW, Washington DC 20036
- Settlement Administrator: Seterus Property Inspection Fee Class Action, PO Box 23489, Jacksonville, FL 32241

You may submit a written statement of objection(s) on your own behalf or through a lawyer hired at your expense. If a lawyer submits objections on your behalf, your lawyer must: (1) file a notice of appearance with the Court; (2) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed; (3) file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class; and (4) comply with the requirements and procedures for objection.

If you file an objection, you will also need to attend the final approval hearing, or the Court may not consider your objections. The final hearing will occur on December 8, 2023

## **THE LAWYER REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

To represent the Class, the Court has appointed the following Class Counsel who may be contacted at: Scott Borison, Borison Firm, LLC., 1400 S. Charles Street, Baltimore MD 21230; Phillip Robinson, Consumer Law Center LLC, 10125 Colesville Road, Silver Spring MD 20901. You may hire your own attorney, but only at your own expense.

### **15. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one who it will be your responsibility to pay. For example, you can ask him or her to appear in Court for you, if you want someone other than Class Counsel to speak for you.

### **16. How will the Class Counsel be paid?**

Class Counsel will request from the Court an award of Attorneys' Fees not to exceed 40% of the Common Fund (or \$1,400,000).

**SETERUS PROPERTY INSPECTION FEE LITIGATION CLAIM FORM**

To receive benefits of the settlement, you must fill out this claim form completely and return to:

Seterus Property Inspection Fee Class Action  
PO Box 23489  
Jacksonville, FL 32241

CLAIMS MUST BE POSTMARKED NO LATER THAN THIRTY (30 DAYS) AFTER THE DATE OF THIS NOTICE. Claims submitted after this date will not be considered, and you will not be paid.

**CLAIMANT INFORMATION**

Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of co-borrower: \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Seterus Loan Number: \_\_\_\_\_

Address of Property: \_\_\_\_\_  
(if different from cover sheet)  
\_\_\_\_\_

The information you provide above will be used only to contact you regarding the Settlement and process your claim. If your contact information changes after you submit your Claim, please notify the Settlement Administrator promptly.

**AFFIRMATION AND ACKNOWLEDGEMENT**

By signing below, I acknowledge that the above information is true and correct to the best of my belief. I am submitting a Claim for compensation under Settlement Class B. I also understand that I may be asked to provide more information by the Settlement Administrator before my claim is considered complete.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Co-borrower Signature (if applicable): \_\_\_\_\_

Seterus Property Inspection Fee Class Action (687)  
PO Box 23489  
Jacksonville, FL 32241



[name]

[addrline1]

[city], [state] [zip]

Notice ID: [notice ID]  
PIN: [PIN]