

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

TOM SIMON and CYNDIE SIMON,

Plaintiffs,

v.

SPECIALIZED LOAN SERVICING, LLC,

Defendant.

Civil Action No. 1:23-cv-1159-LRV

**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 Class defined as:<sup>1</sup>

All individuals who: (1) had a loan with a 0% interest rate serviced by SLS, (2) that was delinquent at the time the loan was boarded; (3) were sent either a monthly statement or a breach letter after August 30, 2022; (4) that overstated the total amount due; and (5) where the total amount exceeded the outstanding principal balance, unpaid fees, charges, and advances.

2. The Settlement Agreement filed by the Parties appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The Settlement results in payments of \$975 to each Settlement Class Member from the Statutory Damages Amount either in the form of cash payments or a statement credit on their mortgage. Accordingly, the proposed settlement therein is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

---

<sup>1</sup> Defined terms used in this Order have the same meaning provided in the Settlement Agreement.

3. The Court has previously determined that the Settlement Class meets the prerequisites to a class action under Fed. R. Civ. P. 23(a), (ECF No. 196), and reiterates that those same prerequisites have been preliminarily satisfied, for settlement purposes only, in that:

- a. The Settlement Class is so numerous so that joinder would be impracticable;
- b. The claims of the Named Plaintiffs are typical of those of the other members of the Settlement Class;
- c. There are questions of fact and law that are common to all members of the Settlement Class; 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. The Court previously found that this action is 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 Class predominate over any questions affecting only individual members.

5. The Court appoints Tom Simon and Cyndie Simon as Settlement Class Representatives. The Court also appoints Kristi Kelly, Andrew Guzzo, Casey Nash, J. Patrick 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.

6. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on Thursday, May 15, 2025 at 1:00 p.m. 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 Class 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 Representative; and
- d. To rule upon other such matters as the Court may deem appropriate.

7. Defendant is to provide the Settlement Class Member information to Class Counsel 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.

8. 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.

9. If a Settlement Class Member chooses to opt out of the Class, such Class Member is required to submit 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 *Simon v. Specialized Loan Servicing, LLC*,” or words to that effect, and must be signed, dated, and include the individual’s name, address, and phone 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.

10. 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.

11. 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 and Claim Form. The objection must include the following: (1) the Settlement Class Member’s full name, address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (7) the objector’s signature and a notation that it is for “*Simon v. Specialized Loan Servicing, LLC*, Civil Action No. 1:23-cv-1159 (E.D. Va.)”

12. 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.

13. All briefs, memoranda, petitions, and affidavits to be filed in support for an individual award to the Class Representative and for an award of attorney's fees and costs shall be filed not later than twenty-one (21) days before the Final Approval Hearing.

14. All briefs, memoranda, petitions, and affidavits to be filed in support of final approval of the settlement shall be filed not later than twenty-one (21) days before the Final Approval Hearing.

15. Neither this Order nor the Settlement Agreement shall be construed or used as an admission or concession by or against the Defendant 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 Defendant 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 Defendant.

16. 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.

*Lindsey R. Vaala*

---

Hon. Lindsey R. Vaala  
United States Magistrate Judge

January 7, 2025  
Alexandria, Virginia