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

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

ORDER REGARDING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING CLASSES FOR PURPOSES OF SETTLEMENT, DIRECTING NOTICE TO THE CLASSES, AND SCHEDULING FAIRNESS HEARING

WHEREAS Plaintiffs Tonia Williams and Beverly Dantzler ("Plaintiffs") and Defendant PHH Mortgage Corporation d/b/a PHH Mortgage Services ("Defendant" or "PHH") (collectively referred to as "the Parties"), have entered into a Stipulation of Settlement and Release ("the Agreement"), which, with its incorporated exhibits, sets forth the terms of the Parties' agreement to settle and dismiss this litigation on a class-action basis (the "Settlement") subject to the Court's approval;

WHEREAS, Plaintiffs have moved, pursuant to Fed. R. Civ. P. 23(e) and 23(g) for an Order seeking preliminary approval of the Settlement, conditionally certifying the Settlement class[1], appointing Class Counsel as counsel for the Settlement Class and Plaintiffs as lead plaintiffs, approving the class notice procedures, and scheduling a Fairness Hearing ("Motion");

WHEREAS, the Court has reviewed Plaintiffs' motion for preliminary approval, PHH's separate motion regarding compliance with its notice obligations under the Class Action Fairness Act ("CAFA") (Doc. No. 44), the Settlement, and the pleadings filed to date in this matter to determine whether the proposed Settlement Class should be preliminarily certified.

Having fully considered the Parties' motions, and the arguments offered by counsel, **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED** that the Motion is **GRANTED**, subject to the following terms and conditions:

1. **Partial Stay of this Action**. All non-settlement-related proceedings in the Action are hereby stayed and suspended until further order of the Court.

2. **Jurisdiction**. The Court finds that it has subject matter jurisdiction over this Action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332(d)(2)(A), including jurisdiction to approve and enforce the Settlement and all orders and decrees that have been entered or which may be entered pursuant thereto. The Court also finds that it has personal jurisdiction over the Parties and, for purposes of consideration of the proposed Settlement, over each of the members of the Settlement Class defined below (*see Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985)), and that venue is proper in this District pursuant to 28 U.S.C. § 1391.

3. **Conditional Class Certification for Settlement Purposes Only**. The Court is presented with a proposed settlement prior to a decision on class certification and must therefore determine whether the proposed Settlement Class satisfies the requirements for class certification

[1] The definitions in Section II.1 of the Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Agreement.

under Federal Rule of Civil Procedure 23, albeit for purposes of settlement. *See, e.g.*, *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620-21 (1997). The proposed Settlement Class includes each of the following:

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

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

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

The Court conditionally finds and concludes, for settlement purposes only, that:

a. The Settlement Class is ascertainable. A class is ascertainable if it is "adequately defined such that its membership is capable of determination." *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1304 (11th Cir. 2021); *see EQT Prod. Co. v. Adair*, 764 F.3d 347, 358 (4th Cir. 2014) (class is ascertainable if the Court can "readily identify the class members in reference to objective criteria."). Here, the proposed definitions of the FDCPA Class, the California Class, and the North Carolina Class are based on objective criteria, all of which are determinable from PHH's business records. *See* Declaration of Kevin Campbell (Doc. No. 38-1) ("Campbell Decl.")

at ¶ 5. Individual, subjective inquiries to identify who may be a member of the Settlement Class are unnecessary.

b. The Settlement Class also easily satisfies the numerosity requirement of Rule 23(a)(1). The California Class has 20,612 loans, the FDCPA Class has 77,517 loans, and the North Carolina Class has 7,405 loans, all of which have at least one borrower. Campbell Decl. ¶ 6. There are 9,551 loans that are in both the FDCPA Class and either the California Class or the North Carolina Class. *Id*.

c. The commonality requirement of Rule 23(a)(2) is also satisfied for purposes of settlement. To satisfy Rule 23(a)(2), there must be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). Commonality is met when the claims of all class members "depend upon a common contention," with "even a single common question" sufficing. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011) (citation omitted). Plaintiffs' claims arise from the same alleged course of conduct: PHH sending form Notices of Default to borrowers in North Carolina, California, and around the country with form language that Plaintiffs contend improperly threatened immediate acceleration and foreclosure if the borrower's delinquency was not cured by the stated deadline. Whether the language that PHH uses in its Notices of Default amounts to an improper threat of immediate acceleration and foreclosure is a common issue that applies to the Settlement Class as a whole. Given Plaintiffs' allegation that PHH used a template Notice of Default letter, which implies that the Notice of Default language is the same or substantially similar for members of the putative class, so too is the issue of whether that language violates the FDCPA and the state statutes at issue here. As a result, for purposes of settlement only, Rule 23(a)'s commonality requirement is satisfied.

d. The Settlement Class also satisfies the typicality requirement of Rule 23(a)(3). "[A] plaintiff's claim meets the typicality requirement if it is both legally and factually similar and arises from the same events or course of conduct that gives rise to the claims of other class members." *In re Southeast Hotel Props. Ltd. Partnership Investor Litig.*, 151 F.R.D. 597, 605 (W.D.N.C. 1993). Here, Plaintiffs allege that they are situated similarly with respect to other Settlement Class Members, because all received a Notice of Default with the same or similar language that Plaintiffs contend amounted to a misleading threat of immediate acceleration and foreclosure. For purposes of class settlement, this is sufficient to satisfy Rule 23(a)'s typicality requirement. *Wright v. Circuit City Stores, Inc.*, 201 F.R.D. 526, 539 (N.D. Ala. 2001) ("Typicality is satisfied where the claims of the class representatives arise from the same broad course of conduct [as] the other class members and are based on the same legal theory."); *accord Hunt v. Check Recovery Sys., Inc.*, 241 F.R.D. 505, 501-11 (N.D. Cal. 2007) (concluding FDCPA class satisfied Rule 23's typicality requirement because common claim was that defendant had had attempted to collect improper fees and charges from class members); *O'Dell v. Nat'l Recovery Agency*, 291 F. Supp. 3d 687, 698-99 (E.D. Pa. 2018) (certifying FDCPA class after finding that the claims of the named plaintiff and putative class members were typical, in that the common allegation was that defendant had improperly re-aged the accounts of the class).

e. Plaintiffs are adequate representatives of the Settlement Class under Rule 23(a)(4). Both have standing, are members of the Settlement Class they seek to represent (Plaintiff Williams for the FDCPA Class and North Carolina Class and Plaintiff Dantzler for the California Class, and the Court is aware of no antagonistic interests that exist between Plaintiffs and the Settlement Class Members. The Court is also satisfied that Class Counsel have the qualifications and experience necessary to undertake this litigation and serve as counsel for the Settlement Class.

f. In addition to meeting all four of Rule 23(a)'s prerequisites for certification, a proposed class of claims seeking monetary relief also must satisfy Rule 23(b)(3)'s additional requirements—predominance and superiority. As detailed below, both the predominance and superiority requirements of Rule 23(b)(3) are satisfied.

i. While Rule 23(a)(2) asks whether there are issues common to the class, Rule 23(b)(3) asks whether those common issues predominate over "issues that are subject only to individualized proof." *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 999, 1005 (11th Cir. 1997). Rule 23(b)(3)'s predominance requirement tests "whether [the] proposed class[] [is] sufficiently cohesive to warrant adjudication by representation." *Carriulo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016) (citing *Anchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623–24 (1997)). Whether common issues predominate depends on "the elements of the underlying cause of action." *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804, 809 (2011). Here, as detailed above, the elements of the Settlement Class Members' claims present common factual and legal questions, including but not limited to whether PHH's Notices of Default contain a false or misleading threat of immediate acceleration and foreclosure and whether those Notices of Default violate the FDCPA and state statutes at issue here. For the purposes of Settlement only, the Court finds that these common issues of law and fact predominate over any individualized issues. *See, e.g.*, *Hallmark v. Cohen & Slamowitz, LLP*, 293 F.R.D. 410, 418-19 (W.D.N.Y. 2013) (common issues surrounding claim that defendant violated FDCPA by attempting to collect an improper charge predominated over any individual issues in case); *Bernal v. NRA Grp., LLC*, 318 F.R.D. 64, 75-76 (N.D. Ill. 2016) (predominance satisfied in FDCPA class action alleging that defendant attempted to collect from class members an improper percentage-based collection fee).

ii. Rule 23(b)(3) also asks whether the class action device is "superior to other available methods for fairly and efficiently adjudicating the controversy." For purposes of an opt-out class settlement, the Court concludes that the class action device is superior to other methods of resolving the issues in this Action given there is no negative value to each Plaintiff's claims, given the ability of Settlement Class Members to opt out, given the large number of claims, the relatively small amount of damages available to each individual, and given the desirability of consistently adjudicating the claims. And because Plaintiffs seek class certification for settlement purposes, the Court need not inquire into whether this Action, if tried, would present intractable management problems. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Carriuolo*, 823 F.3d at 988; *In re Am. Int'l Grp., Inc. Sec. Litig*., 689 F.3d 229, 242 (2d Cir. 2012) ("[M]anageability concerns do not stand in the way of certifying a settlement class.").

4. Accordingly, for purposes of considering, approving, and effectuating the Settlement and to fairly and adequately protect the interests of all concerned with regard to all claims set forth in the Operative Complaint, the Court conditionally certifies the FDCPA Class, the California Class, and the North Carolina Class (together, the "Settlement Class") for settlement purposes only.

5. **Appointment of Class Counsel**. The Court hereby appoints Scott C. Harris of Bryson Harris Suciu & DeMay PLLC and Edward H. Maginnis and Karl S. Gwaltney of Maginnis Howard as Class Counsel. Class Counsel are authorized to represent Plaintiffs and the Settlement Class Members, to enter into and seek approval of the Settlement on behalf of the Settlement Class, and to bind Plaintiffs, all other Settlement Class Members, and themselves to the duties and obligations contained in the Settlement, subject to the final approval of the Settlement by the Court.

6. **Appointment of Class Representatives.** The Court appoints Plaintiffs Tonia

Williams and Beverly Dantzler as representatives of the conditionally certified Settlement Class. Plaintiff Williams shall be representative of the FDCPA Class and North Carolina Class. Plaintiff Dantzler shall be representative of the FDCPA Class and the California Class.

7. **Preliminary Approval.** The Court finds, subject to the Fairness Hearing, that the Settlement is sufficiently fair, reasonable, and adequate that it falls within the range of possible approval, and it is in the best interests of the Settlement Class that they be given the opportunity to be heard regarding the Settlement and the opportunity to exclude themselves from the proposed Settlement Class. *See* MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.632 (2004).

8. Further, the Settlement meets the standards for preliminary approval set forth in the amended Rule 23(e). *See In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 28 (E.D.N.Y. 2019). The amended Rule 23(e)(2) requires courts to consider whether:

(a) the class representatives and class counsel have adequately represented the class;
(b) the proposal was negotiated at arm's length;
(c) the relief provided for the class is adequate, taking into account:
  i. the costs, risks, and delay of trial and appeal;
  ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required;
  iii. the terms of any proposed award of attorney's fees, including timing of payment; and
  iv. any agreement required to be identified under Rule 23(e)(3); and
(d) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). Providing notice to the Settlement Class Members is justified by the showing that the Court likely will be able to approve the proposed Settlement under Rule 23(e)(2).

9. The Court further finds that the Settlement substantially fulfills the purposes and

objectives of the Action, and offers beneficial relief to the Settlement Class that may fall within the range of potential recovery in successful litigation of the FDCPA and North Carolina and California state law claims asserted in this Action. Although PHH does not admit any fault or liability in the Settlement, PHH agreed to provide $1,500,000 in relief to be distributed according to the Agreement, which includes $500,000 for the FDCPA Class, which is equal to the maximum amount of statutory damages allowed on a classwide basis under the FDCPA. The Parties propose that such relief be used first to satisfy any Attorney's Fees and Expenses and Service Awards that the Court may ultimately award, with the remainder then distributed as Individual Allocations to Plaintiffs and those Settlement Class Members who do not timely exclude themselves from the Settlement Class. PHH has also agreed to pay, separate from the Settlement Funds, up to $200,000 of the Costs of Administration.

10. The Court's preliminary approval is subject to the right of any Settlement Class Member to object to the Settlement and to show cause, if any exists, why a Final Order and Judgment dismissing this Action based on the Settlement should not be entered, after due and adequate notice has been provided to the Settlement Class and a Fairness Hearing has been held as otherwise ordered herein.

11. At this stage, the Court also finds such relief may be within the range of reasonableness, especially given the risks of success on the merits of Plaintiffs' claims. Indeed, similar claims have been dismissed in New York or recommended for dismissal in Georgia.[2] Because it is far from certain that the Settlement Class could prevail at trial or secure class certification in a contested litigation setting, both sides have ample reason to compromise on these

[2] *Alexander v. PHH Mortg. Corp.*, No. 1:25-cv-01006-MHC-WEJ, 2025 WL 2094084 (N.D. Ga. Jun. 5, 2025); *Polcare v. PHH Mortg. Corp.*, No. 1:24-cv-639-LEK-CFH, 2025 WL 3085653 (N.D.N.Y. Sept. 30, 2025) .

terms. At the same time, the Settlement purportedly offers meaningful relief now, and the Release contemplated by the Settlement is a limited one, releasing only those claims that relate to or arise in whole or in part from the Notices of Default that PHH sent to Settlement Class Members during the applicable class periods.

12. These factors all strongly favor the Settlement's preliminary approval. The Court also finds that the Settlement (a) has been represented to be the result of serious, informed, non-collusive, arm's length negotiations involving experienced counsel informed and familiar with the legal and factual issues of the Action and reached through protracted mediation sessions with the assistance of independent mediator Marty Van Tassel ; (b) is sufficient to warrant notice of the Settlement and the Fairness Hearing to the Settlement Class Members; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23, and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; (d) may offer a full and fair remediation to the Settlement Class Members; and (e) is not a finding or admission of liability of PHH. Accordingly, the Court grants preliminary approval of the Settlement under Federal Rule of Civil Procedure 23(e), subject to further consideration at the Fairness Hearing after notice to the Settlement Class Members.

13. **No Additional Agreements Required to Be Identified**: The Court has confirmed that there are no agreements required to be identified under Rule 23(e)(3).

14. **Fairness Hearing**. A final approval hearing ("Fairness Hearing") shall be held before this Court on June 9, 2026 at 10:00 a.m. to determine whether (a) the Settlement Classes provisionally certified herein in fact satisfy each of the prerequisites for class certification set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3) and should be finally certified; (b) the proposed Settlement described in the Agreement is fair, reasonable, and adequate and should be granted final approval; (c) the Class Notice implemented pursuant to the Agreement (i) constituted the best

practicable notice under the circumstances; (ii) constituted notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object or exclude themselves from the Agreement and proposed Settlement; and to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court; (d) the application of Class Counsel for the payment of attorneys' fees and expenses and Plaintiffs' service awards should be approved; and (e) whether a Final Order and Judgment should be entered, this Action thereby be dismissed with prejudice pursuant to the terms of the Agreement, and Plaintiffs and Class Counsel directed to voluntarily dismiss with prejudice the Related Case pursuant to the terms of the Agreement.

15. At the Fairness Hearing, the Court will consider any objections presented by the Settlement Class members and the Parties' responses to any such objections. The Court may adjourn or reschedule the Fairness Hearing without further notice to the Settlement Class Members.

16. **Further Submissions by the Parties**. Any application by Class Counsel for Attorneys' Fees and Expenses and for Service Awards to the Plaintiffs shall be filed with the Court no later than thirty (30) days before the Objection/Exclusion Deadline. The Settlement Administrator shall promptly post any such application to the Settlement Website after its filing with the Court. All other submissions of the Parties in support of the proposed Settlement, or in response to any objections submitted by Settlement Class Members, shall be filed no later than fourteen (14) days before the Fairness Hearing. Any further submissions should also be promptly posted to the Settlement Website. The Settlement Administrator is directed to file a list reflecting

all requests for exclusion it has received from Settlement Class Members with the Court no later than fourteen (14) days before the Fairness Hearing.

17. **<u>Notice to the Settlement Class</u>.** The Court finds that the manner and content of the Class Notices as set forth in the Agreement, including the exhibits thereto, will provide the best notice practicable to the Settlement Class under the circumstances.

a. Within twenty-eight (28) days after entry of this Preliminary Approval Order, the Parties shall cause the Settlement Administrator to send the Email Class Notice and/or Postcard Class Notice to the Potential Settlement Class Members, at the email or property mailing addresses and directed to the borrowers for each Class Loan as found in PHH's records. The Postcard Class Notice shall be sent by First-Class U.S. Mail, proper postage prepaid.

b. The Court further orders the Settlement Administrator to: (i) prior to mailing any Postcard Class Notice, attempt to update the last known mailing addresses for each Class Loan as reflected in PHH's records through the National Change of Address system or similar databases; (ii) promptly re-mail any Postcard Class Notices that are returned by the United States Postal Service with a forwarding address and continue to do so with respect to any such returned mail that is received seven (7) days or more prior to the Objection/Exclusion Deadline; and (iii) determine, as soon as practicable, whether a valid address can be located through use of the United States Postal Service's National Change of Address database and/or other reasonable means and without undue cost or delay, for those Postcard Class Notices that are returned without a new or forwarding address, and promptly re-mail copies of the Postcard Class Notice to any Settlement Class Members for whom the Settlement Administrator is reasonably able to locate valid addresses in accordance herewith, so long as the valid addresses are obtained seven (7) days or more prior to the Objection/Exclusion Deadline.

c. Following the entry of this Preliminary Approval Order and prior to the mailing of notice to the Settlement Class Members, the Parties are permitted by mutual agreement to make changes in the font, format, and content of the Class Notices provided that the changes do not materially alter the substance of that notice. Any material substantive changes to those Class Notices must be approved by the Court.

d. The Parties shall cause the Settlement Administrator to establish an internet website to inform Settlement Class Members of the terms of the Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, and should be operational and live by the date of the mailing of the Postcard Class Notice. At this time, the Court orders that the Settlement Website include the following: (i) the Operative Complaint; (ii) the Agreement, and its exhibits; (iii) a copy of this Preliminary Approval Order; (iv) the Class Notices; and (v) a disclosure, on the Settlement Website's "home page," of the deadlines for Settlement Class Members to seek exclusion from the Settlement Class, to seek exclusion from or to object to the Settlement, as well as the date, time and location of the Fairness Hearing.

18. No later than fourteen (14) days before the date of the Fairness Hearing, the Settlement Administrator, and to the extent applicable, the Parties, shall file with the Court a declaration or declarations, verifying compliance with the aforementioned class-wide notice procedures.

19. **Cost Obligations for the Notice Program**. Up to $200,000 of the Costs of Administration, including those costs associated with providing notice to the Settlement Class as well as in administering the terms of the Settlement, shall be paid by PHH as set forth in the Agreement. Any Costs of Administration in excess of $200,000 shall be paid out of the Settlement

Funds on an equal basis per fund as set forth in the Agreement. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs, nor Class Counsel, nor the Settlement Class Members shall have any obligation to PHH for any Costs of Administration that PHH has paid up to that point.

20. **Communications with Settlement Class Members**. The Court authorizes PHH to communicate with Settlement Class Members, potential Settlement Class Members, and to otherwise engage in any other communications within the normal course of PHH's business. However, PHH is ordered to refer any inquiries by Settlement Class Members or potential Settlement Class Members about the Settlement to the Settlement Administrator or Class Counsel. PHH may also refer expressed concerns about Class Counsel or the handling of the Settlement to the Court.

21. **Preliminary Injunction.** To protect the Court's jurisdiction and ability to determine whether the Settlement should be finally approved, pending such decision all Potential Settlement Class Members are hereby preliminarily enjoined (i) from directly or indirectly filing, commencing, participating in, or prosecuting (as class members or otherwise) any lawsuit in any jurisdiction asserting on their own behalf claims that would be Released Claims if this Settlement is finally approved, unless and until they timely exclude themselves from the Settlement Class as specified in the this Order and in the Agreement and its exhibits; and (ii) regardless of whether they opt out, Potential Settlement Class Members are further preliminarily enjoined from directly or indirectly filing, prosecuting, commencing, or receiving proceeds from (as class members or otherwise) any separate purported class action asserting, on behalf of any Settlement Class Members who have not opted out from the Settlement Class, any claims that would be Released Claims if this Settlement receives final

approval and becomes effective.

22. **Requests for Exclusion from Settlement Class**. Any Settlement Class Member who wishes to be excluded from the proposed Settlement must send a written or electronic request for exclusion to the Settlement Administrator, mailed or emailed sufficiently in advance to be received by the Settlement Administrator by the Objection/Exclusion Deadline, which is thirty-five (35) days before the Fairness Hearing or May 5, 2026.

a. A request for exclusion must comply with the requirements set forth in Section 8 of the Agreement and must: (a) contain a caption or title that identifies it as "Request for Exclusion in *Williams v. PHH* (case number 3:25-cv-144-FDW)"; (b) include the Potential Settlement Class Member's name, mailing and email addresses, and contact telephone number; (c) specify that he or she wants to be "excluded from the Settlement Class" and identify the Class Loan number(s) for which he or she seeks exclusion from the Settlement; and (d) be personally signed by the Settlement Class Member. A request for exclusion may not request the exclusion of more than one member of the Settlement Class; provided, however, that an exclusion request received from one Settlement Class Member will be deemed and construed as an exclusion request by all co-debtors, joint-debtors, and multiple borrowers on the same Class Loan.

b. Any Settlement Class Member who timely requests exclusion consistent with these procedures shall not: (a) be bound by a final judgment approving the Settlement; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of the Settlement.

c. Settlement Class Members who do not exclude themselves from the Settlement Class in full compliance with the requirements and deadlines of this Preliminary Approval Order (or as otherwise permitted by the Court) shall be deemed to have forever consented to the exercise of personal jurisdiction by this Court and shall have waived their right to be excluded from the Settlement Class and from the Settlement, and shall thereafter be bound by all subsequent proceedings, orders, and judgments in this Action, including but not limited to the Release contained in the Settlement.

23. **Objections to the Settlement.** Any Settlement Class Member who does not file a timely written request for exclusion (or who is otherwise permitted to do so by the Court) may object to the fairness, reasonableness, or adequacy of the Settlement. Settlement Class Members generally may not seek to exclude themselves from the Settlement Class and file an objection to the proposed Settlement. **However, notwithstanding any requirement or process set forth in this Order, (including the provisions described below), the Court may, for good cause shown, permit an objection to the Settlement and allow the participation of any person at the Fairness Hearing.**

a. Any Settlement Class Member who has not filed a timely and proper written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to the certification of the Settlement Class, or to the award of Attorneys' Fees and Expenses, or to the Service Award, or to any other aspect or effect of the Settlement, or to the Court's jurisdiction, must file a written statement of objection with the Court no later than the Objection/Exclusion Deadline.

b. An objection must be in writing, and must: (a) contain a caption or title that identifies it as "Objection to Class Settlement in *Williams v. PHH* (case number 3:25-cv-144-FDW)"; (b) include the Settlement Class Members' name, mailing and email addresses, contact telephone number, and Class Loan number(s) for which an objection is being made; (c) state whether the objection applies only to the individual objection or to the entire class or a subset of the class; (d) state with specificity the specific reason(s), if any, for each of your objections, including all legal support you wish to bring to the Court's attention and all factual evidence you wish to introduce in support of your objection; (e) disclose the name and contact information of any and all attorneys representing, advising, or in any way assisting the Settlement Class Member in connection with the preparation or submission of the objection; (f) state if the objecting Settlement Class Member intends to appear and argue at the Fairness Hearing; and (g) be personally signed by the objecting Settlement Class Member.

c. To file a written statement of objection, an objector must mail it to the Clerk of the Court sufficiently in advance that it is received by the Clerk of the Court on or before the Objection/Exclusion Deadline, or the objector may file it in person on or before the Objection/Exclusion Deadline at any location of the United States District Court for the Western District of North Carolina, except that any objection made by a Settlement Class Member represented by his or her own counsel must be filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system.

d. Any Settlement Class Member who fails to comply with the provisions in this Preliminary Approval Order for the submission of written statements of objection shall (unless otherwise ordered by the Court) waive any and all objections to the Settlement, its terms, or the procedurals for its approval and shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and will be deemed to have consented to the exercise of personal jurisdiction by the Court, consented to the Settlement, consented to be part of the Settlement Class, and consented to be bound by all the terms of the Settlement, this Preliminary Approval Order, and by all proceedings, orders, and judgments that have been entered or may be entered in the Action, including, but not limited to, the Release described in the Settlement. However, any

Settlement Class Member who submits a timely and valid written statement of objection shall, unless he or she is subsequently excluded from the Settlement Class by order of the Court, remain a Settlement Class Member and be entitled to all of the benefits, obligations, and terms of the Settlement in the event the Settlement is given final approval and the Final Settlement Date is reached.

24. **Retention of Settlement Administrator.** The Court authorizes the Parties to retain Eisner Advisory Group LLC ("EisnerAmper") to serve as the Settlement Administrator to aid in implementing the terms of the Settlement, including providing notice to the Settlement Class consistent with the terms of the Agreement; establishing and maintaining the Settlement Website; receiving and maintaining correspondence from Settlement Class Members, including regarding requests for exclusion; responding to inquiries from Settlement Class Members; and assisting PHH's counsel and Class Counsel with other aspects of the Settlement as necessary and directed by counsel.

25. **Use of this Preliminary Approval Order**. In the event the Settlement does not reach the Final Settlement Date or is terminated in accordance with the terms of the Settlement, then: (a) the Settlement and the Agreement, and the Court's Orders, including this Preliminary Approval Order, relating to the Settlement shall be vacated and shall be null and void, shall have no further force or effect with respect to with respect to any Party in this Action, and shall not be used or referred to in any other proceeding by any person for any purpose whatsoever; (b) the conditional certification of the Settlement Class pursuant to this Preliminary Approval Order shall be vacated automatically, without prejudice to any Party or Settlement Class Member to any legal argument that any of them might have asserted but for the Settlement, and this Action will revert to the status that existed before the Settlement's execution date; (c) this Action shall proceed

pursuant to further orders of this Court; and (d) nothing contained in the Settlement, or in the Parties' settlement discussions, negotiations, or submissions (including any declaration or brief filed in support of the preliminary or final approval of the Settlement), or in this Preliminary Approval Order or in any other rulings regarding class certification for settlement purposes, shall be construed or used as an admission, concession, or declaration by or against any Party of any fault, wrongdoing, breach or liability in this Action or in any other lawsuit or proceeding, or be admissible into evidence for any purpose in the Action or any other proceeding by any person for any purpose whatsoever. This paragraph shall survive termination of the Settlement and shall remain applicable to the Parties and the Settlement Class Members whether or not they submit a written request for exclusion.

26. **Schedule.** The following deadlines shall apply unless modified by further order of the Court:

Event/Deadline	**Amount of Time**	**Date**
PHH pays Settlement Administrator Costs of Administration expected to be incurred to provide Class Notices up to $200,000	+7 business days after Preliminary Approval Order	February 13, 2026
Parties to cause Settlement Administrator to have Settlement Website to be made operational	+28 days after Preliminary Approval Order	March 4, 2026
Parties to cause Settlement Administrator to send Email Class Notices and/or Postcard Class Notices	+28 days after Preliminary Approval Order	March 4, 2026
Class Counsel to file Motion for Attorneys' Fees and Expenses and Service Awards	– at least 30 days before Objection / Exclusion Deadline	April 5, 2026
Objection/Exclusion Deadline	-35 days before Fairness Hearing	May 5, 2026
Motion for Final Approval	-14 days before Fairness Hearing	May 26, 2026

Settlement Administrator must file list of requests for exclusion and declaration verifying compliance with class-wide notice procedures	-14 days before Fairness Hearing	May 26, 2026
Fairness Hearing		June 9, 2026

SO ORDERED:

Signed: February 4, 2026

Kenneth D. Bell
United States District Judge