

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA**

MICHAEL J. GRESS and BRANDY L.)	
GRESS , on behalf of themselves and all)	
others similarly situated,)	
)	
Plaintiffs,)	Case No. 1:19-cv-00375-RDM
v.)	
)	(Hon. Robert D. Mariani)
FREEDOM MORTGAGE)	
CORPORATION,)	
)	
Defendant.)	
_____)	

**ORDER GRANTING PRELIMINARY APPROVAL
TO CLASS ACTION SETTLEMENT, DIRECTING NOTICE,
AND SCHEDULING FINAL APPROVAL HEARING**

Plaintiffs Michael and Brandy Gress (“Plaintiffs” or “Class Representatives”) and Defendant Freedom Mortgage Corporation (“Freedom”), by their respective counsel, have submitted a Class Action Settlement Agreement (the “Agreement”) and have moved, pursuant to Fed. R. Civ. P. 23, for an order: (1) preliminarily approving the terms and conditions of the Settlement as set forth in the Agreement; (2) provisionally certifying a Class and directing Notice to be provided to the Class Members; (3) naming the Plaintiffs as class representatives, and naming their attorneys as class counsel; (4) approving the form and method of Notice to the Class Members; and (5) scheduling a hearing to consider final approval of the Settlement. The Court has given due consideration to the Agreement, including the exhibits to

the Agreement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to Class Members and a Final Fairness Hearing on whether the Settlement is fair, reasonable, and adequate for the Class.

ACCORDINGLY, IT IS HEREBY ORDERED:

1) Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2) This Court has jurisdiction over the subject matter of the above-captioned case and jurisdiction over the Plaintiffs and Defendant (collectively referred to as the “Parties”) in this case.

3) Subject to paragraphs 4 and 13 of this Order, the Court finds that only for purposes of the settlement and notice requirements of Fed. R. Civ. P. 23 have been met, specifically:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Class;
- c. Plaintiff’s claims are typical of the claims of the Class;
- d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class; and

- e. Questions of law and fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

The Court therefore provisionally **CERTIFIES** the following Class, for settlement purposes only:

all borrowers in the United States whose Mortgages were or are serviced by Freedom and who paid money to Freedom for fees on property inspections conducted on their property due to the borrower defaulting or being delinquent on their Mortgage (“Default Property Inspections”), between March 5, 2013 and December 31, 2020. The settlement does not apply to: (a) fees for Default Property Inspections assessed by Freedom that were not paid by the borrower; (b) fees for Default Property Inspections that were refunded to the borrower; (c) fees for Default Property Inspections paid by third-parties; or (d) borrowers who provided Freedom with a release of claims which cover the claims in this case, including where the release was provided directly or through a class representative as part of another class action or class action settlement.

4) If Settlement does not become effective pursuant to the terms of the Agreement, if all conditions in the Agreement are not met, or if the Settlement otherwise does not reach Finality, such provisional certification of the Class shall be void, and Defendant shall have reserved its right to oppose certification of any class, including any potential class definitions.

5) The Court finds that the terms of the Agreement are within the range of a fair, reasonable, and adequate settlement between the Class and Defendant under

the circumstances of this case. The Court therefore preliminarily approves the Agreement, which is incorporated by reference into this Order, and directs the Parties to perform and satisfy the terms and conditions of the Agreement that are triggered by such preliminary approval.

6) The Court finds that the Plaintiffs, Brandy and Michael Gress, have been adequate representatives of the class, and now appoints them as class representatives. The Court also appoints Plaintiffs' attorneys, specifically D. Gregory Blankinship, Todd S. Garber, Bradley F. Silverman, William F. Cash III, Matthew D. Schultz, and Gary F. Lynch, as class counsel.

7) The proposed First Notice in the form attached to the Agreement as Exhibit A, the Proposed Second Notice in the forms attached to the Agreement as Exhibits B & C, and the manners of distribution of Notice described in the Agreement are hereby approved by this Court as reasonable and as the best notice practicable under the circumstances. The form and manner of notice proposed in the Agreement comply with Fed. R. Civ. P. 23 and the requirements of Due Process.

8) A Final Fairness Hearing shall be held before the undersigned at **10:30 EST, on February 10, 2022**, by Zoom videoconference for the purpose of: (1) resolving any Objections to the Settlement; (2) considering the Motion for Final Approval; (3) determining whether to grant final approval of the Settlement; and (4) determining whether to dismiss with prejudice all claims asserted in the litigation of

members of the Class who do not timely request exclusion from the Class. Counsel shall obtain specific Zoom videoconference information by contacting chambers at judith_malave@pamd.uscourts.gov **fourteen (14) days** prior to the Final Fairness Hearing.

9) In accord with the Agreement, Defendant, through the Settlement Administrator designated in Section 5 of the Agreement, shall provide Notice, in the form and manner approved herein in paragraph 6 above and as described in the Agreement, to Class Members by **October 17, 2021** (the “Notice Deadline”).

10) Class Members shall be afforded an opportunity to request exclusion from the Class. Class Members may exclude themselves from the Class, as provided for in Section 8 of the Agreement, by mailing to the Settlement Administrator a written Request for Exclusion that is postmarked by **December 16, 2021** (the “Exclusion Deadline”). Requests for Exclusion must be signed by the person requesting exclusion from the Class and any co-borrower(s) on their Mortgage which qualifies them for the Class, and must include the requestor’s full name and current address, the full name and current address of any co-borrower(s) on their Mortgage which qualifies them for the Class, the address of the property which secured their Mortgage which qualifies them for the Class, and a clear and unequivocal statement that the requestor and any co-borrowers on the Mortgage seek

to be excluded from the Class in this case. Requests for Exclusion must comply with all other requirements in Section 8 of the Agreement.

11) Class Members who do not request exclusion from the Class have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this paragraph and as provided for in Section 7 of the Agreement. Class Members who object to the proposed Settlement shall remain Class Members, and shall have voluntarily waived their right to pursue any independent remedy against the Defendant for claims which are released under section 15 of the Agreement. Any Class Member who wishes to object to the proposed Settlement must file with the Court, and serve upon Class Counsel and Defendant's Counsel, their objection by **December 16, 2021**. Objections must be signed by the person(s) making the objection, or an attorney or legal guardian or legal representative authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their Mortgage loan which qualified them for inclusion in the Class, the address of the property which secured the Mortgage that qualifies them for inclusion in the Class, and an affirmation, under penalty of perjury, that the person on whose behalf the objection

is filed and their co-borrower(s), if any, object to the Settlement and intend to appear at the Final Fairness Hearing, at which time their Objections will be considered, if not previously withdrawn. Objectors and/or their counsel shall be allowed to appear at the Final Fairness Hearing by Zoom. Class Counsel shall inform Class Members who object to the Settlement the specific procedure for participating in the Final Fairness Hearing no later than **seven (7) days** before the scheduled Final Fairness Hearing.

12) Any Class Member that does not file a timely objection in the manner provided for in paragraph 10 above and in the Agreement shall waive the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the proposed Settlement. To the extent any Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Final Approval Order and the Final Judgment Order.

13) Class Members who are eligible for Settlement Benefits may file a Claim as provided for in sections 9 & 10 of the Agreement, and must file a Valid Claim in order to obtain Settlement Benefits.

14) Class Counsel shall file any motions for final approval of the Settlement and for an award of attorneys' fees, costs, and expenses, along with any supporting materials, by **January 11, 2022**.

15) If the Settlement does not reach Finality, the Agreement, in accord with Sections 2 & 14 of the Agreement, shall terminate and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in this case or in any other proceeding, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing as of the date the parties executed the Agreement.

16) This Order shall not be used as evidence for any purpose, other than for enforcement of its terms. The Order shall not be construed or used as an admission or evidence of the validity of any claim or allegation made against Defendant in this or any other action, or of any wrongdoing by Defendant, or as a waiver by Defendant of any right to present evidence, arguments, or defenses, including without limitation to the propriety of class certification, in this or any other litigation.

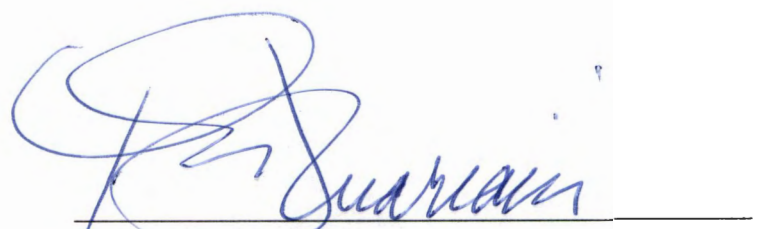
17) The Court may amend the date and time of the Final Fairness Hearing, or the manner in which it is held, without further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement and may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class. Notwithstanding the above, should the Court amend the date and/or the time of the Final Fairness Hearing, Class Counsel, in accordance with paragraph 10, shall

inform Class Members who object to the Settlement the change in the date and/or time of the Final Fairness Hearing as set by the Court and the relevant Zoom participation information **upon notice of the Court's amendment.**

18) All discovery and pretrial proceedings in this action are stayed and suspended until further order of this Court.

SO ORDERED.

Date: September 17, 2021



Robert D. Mariani
United States District Judge