

**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,

v.

FREEDOM MORTGAGE CORPORATION,

Defendant.

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) Case No. 1:19-cv-00375-RDM

) (Hon. Robert D. Mariani)

**FILED
SCRANTON**

FEB 10 2022

Per

[Signature]
DEPUTY CLERK

FINAL JUDGMENT ORDER

WHEREAS, Plaintiffs Michael and Brandy Gress (“Plaintiffs” or “Class Representatives”) and Defendant Freedom Mortgage Corporation (“Freedom”), have entered into a Class Action Settlement Agreement (the “Agreement”).

WHEREAS, Plaintiffs moved for, and this Court granted, an Order Granting Preliminary Approval to Class Action Settlement, Directing Notice, and Scheduling Final Approval Hearing (Doc. 72 (the “Preliminary Approval Order”));

WHEREAS, this Court provisionally certified the following Class in the Preliminary Approval Order:

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.

WHEREAS, the Preliminary Approval Order preliminarily approved the Settlement, approved the forms of required Notice of the Settlement to Class Members, directed that Notice of the Settlement be given to Class Members, and scheduling a Final Fairness Hearing;

WHEREAS, in accordance with the Agreement and the Preliminary Approval Order, Defendant caused the Notice to be disseminated as directed by the Court, and such Notice was reasonable and was the best notice practicable under the circumstances;

WHEREAS, on February 10, 2022, this Court held the Final Fairness Hearing;

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Defendant's Counsel, and of such persons as chose to appear at the Final Fairness Hearing; having considered all of the files, records, and proceedings in the above-captioned action, the benefits to the Class Members under the Settlement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

- 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 Parties.
- 3) The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.
- 4) The Plaintiffs and Class Counsel fairly and adequately represented the interests of the Class in connection with the Settlement.
- 5) The Settlement is the product of good faith, arm's-length negotiations by the Plaintiff and Class Counsel, and Defendant and its counsel, and the Parties and the Class were represented by capable and experienced counsel.
- 6) The form, content, and method of dissemination of the Notice given to Settlement Class Members—as previously approved by the Court in its Preliminary Approval Order—was adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Fed. R. Civ. P. 23 and Due Process.
- 7) The Agreement is fair, reasonable, adequate, and in the best interests of the Class, and is approved in all respects. The Court hereby directs the Parties and their counsel to effectuate the Settlement according to its terms.

8) No objections to the Settlement were submitted.

9) The following Class Members have timely and validly excluded themselves from the Class and are hereby excluded from the Settlement: Kristoffer and Tanya Kougl; James and Debra Parker; and Ronald and Justina Armes. (*See* Declaration of Class Action Settlement Administrator ¶ 10 (Doc. 74-3)).

10) Settlement Class Members that have not excluded themselves shall be bound by the Settlement and the terms of the Agreement.

11) The Releasors shall be deemed to have, and by operation of the judgment shall have, fully and irrevocably, released and discharged the Releasees from the Released Claims, all as defined in section 15 of the Agreement. The terms of the Agreement, which are incorporated by reference into this Order, shall have *res judicata* and other preclusive effect as to the Released Claims as against the Releasees. The Releasees may file the Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

12) Defendant, by operation of the judgment, shall be fully and irrevocably released and forever discharged by the Class Representatives and Class Counsel from any claims that have been or could have been asserted in connection with this

case or that arise from or are related to the claims alleged in the case, and any claims that arise from or relate to the filing or prosecution of the case.

13) The Releasors, each and every one of them, are hereby permanently barred and enjoined from filing, instituting, prosecuting or enforcing the Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Releasees. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Judgment Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgment. Notwithstanding the foregoing, nothing in this order and judgment shall preclude an action to enforce the terms of the Agreement.

14) The above-captioned case is hereby dismissed with prejudice, and each side shall bear its own fees and costs, except to the extent expressly awarded by the Court.

15) This Order shall not be construed or used as an admission or evidence of the validity of any claim or allegation made in the case against Defendant or any other Releasee, or of any wrongdoing by or against Defendant or any other Releasee, or as a waiver by Defendant or any other Releasee of any right to present evidence, arguments or defenses, including without limitation to the propriety of class certification, in the case or in any other litigation.

16) If the Settlement does not reach Finality for any reason, the Agreement, in accord with Sections 2 & 14 thereof, 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.

17) 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.

18) The Parties are hereby authorized, without requiring further approval from the Court, to agree to adopt amendments and modifications to the Agreement, in writing and signed by or as authorized by the Parties, that are not inconsistent with this Order and that do not limit the rights of Class Members.

19) The Court shall retain jurisdiction over the Parties for purposes of effectuating the administration of the Settlement and enforcement of the Agreement.

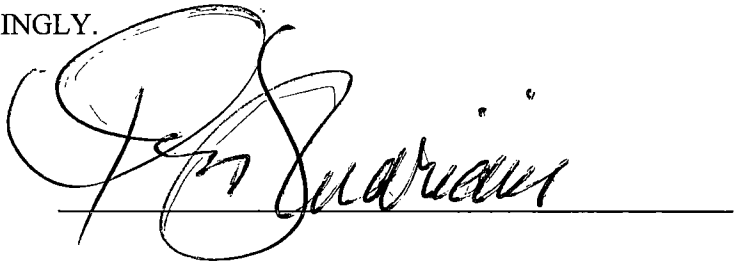
20) This Order is final and appealable, and shall constitute a final judgment.

21) The Clerk of Court is directed to **CLOSE THIS CASE.**

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date:

2/10/22

A handwritten signature in black ink, appearing to read "R. Mariani", written over a horizontal line.

Robert D. Mariani

United States District Judge