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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAY G. BRIGGS,)
on behalf of Plaintiff and a class,)
)
Plaintiff,)
)
vs.)
)
LAND HOME FINANCIAL)
SERVICES, INC.)
)
Defendant.)

Case No. 2020-CH-04980
Honorable Judge Alison C. Conlon

**PLAINTIFF’S AMENDED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT¹**

Plaintiff, Ray G. Briggs, individually, and on behalf of the class of persons defined below, requests that this Court enter an order which: (i) preliminarily approves the Class Settlement Agreement (“Agreement”) attached as Appendix A; (ii) sets dates for Class Members to object, (iii) schedules a hearing for final approval of the Agreement; (iv) approves the mailing of notice to the Class in the form of Exhibit C to Appendix A, and (v) finds that the mailing of such notice satisfies due process. A copy of the proposed preliminary approval order is attached as Exhibit B to Appendix A.

1. Plaintiff, individually and on behalf of a class, filed this case on July 16, 2020, alleging that Defendant, Land Home Financial Services, Inc. (Defendant), violated 15 U.S.C. §1692g, 15 U.S.C. §1692e, 1692e(2) and 1692e(10) of the Fair Debt Collection Practices Act (“FDCPA”), by sending a “validation notice” which failed to accurately state the

¹ Plaintiff is filing this Amended Motion to correct the number of class members in the motion and proposed documents. Plaintiff notes that the class size has increased again since the preliminary approval hearing, which impacted the amount per class member, which is now \$106. The increase in class members also increased the estimate for administrative expenses for implementing the settlement. The only other change is that the percentage of maximum class recover was changed to 68% (previously 69%).

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

amount owed and what it consisted of, and which contained false statements. Specifically, Plaintiff asserted that Defendant sent a notice which contained zeros for the current unpaid accrued interest, escrow balance, late charges, despite money being due for those categories, and listed an inaccurate total amount of debt. A copy of the form letter involved is attached as Exhibit A to the Settlement Agreement.

2. After Defendant removed the case to Federal Court, and the parties exchanged informal written discovery, and some arms-length discussions, the parties reached a settlement to resolve the Litigation. Defendant agreed to allow the case to be remanded back to state court, due to certain Seventh Circuit decisions regarding standing. Defendant denies violating the FDCPA and denies all liability to Plaintiff and the Class. Defendant desires to settle the claims brought solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims that have been or could have been asserted by Plaintiff and the Class against Defendant. Counsel for the parties have analyzed the legal and factual issues presented in this action, the risks and expense involved in pursuing the litigation to conclusion, the likelihood of recovering damages in excess of those obtained through this settlement, the protracted nature of the litigation, and the likelihood, costs and possible outcomes of one or more procedural and substantive appeals.

3. Based upon counsels' review and analysis, the parties have entered into the Agreement to settle and compromise the Litigation on the terms and conditions embodied in the Agreement and agree as follows:

4. The parties agree to settle on behalf of the following class, for the following terms:
- a. Class Definition: (a) All individuals with addresses in the United States (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Exhibit A, which was attached as Appendix B to the Complaint (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing

of this action. Defendant represents based on reasonable investigation that the Class as defined above consists of approximately 1,704 loan accounts.

b. Settlement Fund: Defendant shall create a class settlement fund of \$260,000.00, which will be distributed in the following manner:

1. Relief to Plaintiff. The named Plaintiff shall receive a total of \$7,500.00 as damages for his claims, and as an incentive award for bringing the claims on behalf of the Class. “Incentive awards “are justified when necessary to induce individuals to become named representatives.” *In re Synthroid Marketing Litigation*, 264 F.3d 712, 722 (2001). If those individuals “would have stepped forward without the lure of an 'incentive award,' there is no need for such additional compensation.” *Id.* at 723. This award is in line with what has been awarded in other class cases. *See e.g., In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 792 F. Supp. 2d 1028, 1041 (N.D. Ill. 2011) (awarding \$5,000 to class representatives); *Jones v. Rosebud Rests.*, 2020 Ill. Cir. LEXIS 1261 (Cook County Circuit Court, Aug. 17, 2020) (\$10,000); *Kusinski v. ADP, LLC*, 2021 Ill. Cir. LEXIS 8 (Cook County Circuit Court, Feb. 10, 2021) (\$7,500).

2. Attorneys’ Fees and Costs. Counsel for Plaintiff and the Class shall petition the Court for approval of attorneys’ fees and costs not to exceed \$65,000, which will be deducted from the Settlement Fund. Defendant shall not oppose Class Counsel’s fee petition for an amount not to exceed \$65,000.

3. Cost of Class Notice. All reasonable costs associated with the notice under this class settlement, including but not limited to those costs incurred or charged by the Settlement Administrator, are to be deducted from the Settlement Fund. Class counsel has a quote from a proposed Settlement Administrator of \$6,595.

4. Class Recovery. The balance of the Settlement Fund, after the costs, Plaintiff’s award and attorneys’ fees are deducted, shall be distributed equally by the Settlement Administrator to the Class Members whose Class Notices were not returned as undeliverable by the United States Postal Service. If there is more than one borrower on an account, they will be treated as one class member for the purposes of the settlement. For jointly held accounts, checks will be payable to all joint borrowers, and will be mailed to the first borrower listed on the account. If the administrative costs are as proposed, at \$6,595, then \$180,905 would be left in the class fund for distribution, which amounts to \$106 per loan account/Class Member. Class Members will likely receive more than this amount, however, depending on how many class notices cannot be delivered.

5. Uncashed Checks. If, following the Void Date of the Participating Class Members’ checks, there remain any uncashed checks or undistributed funds, those funds will be distributed by the Settlement Administrator to the Lawyers’ Committee for Better Housing, Chicago, Illinois, as a *cy pres* award.

5. Class Notice. Within 15 business days after entry of the Preliminary Approval Order, attached as Exhibit B to the Settlement Agreement (“Preliminary Approval Order”), Defendant shall (1) provide the Settlement Administrator with a Class List (the names, last known address, and account number of the class members), and (2) deposit the class fund with the Settlement Administrator. Within 30 days after the date the list is provided, Plaintiff’s counsel, through the Settlement Administrator, shall cause the Notice in the form of Exhibit C to be sent to the last known addresses of the Class Members. Prior to the Settlement Administrator mailing the notice, the Settlement Administrator shall obtain current addresses for Class Members by running their addresses through the National Change of Address database. The Class Administrator shall distribute the Notice via any form of U.S. Mail providing address forwarding. Each individual notice shall be sent with a request for forwarding addresses. In the event that an individual notice is returned as undeliverable and a forwarding address is provided, the Class Administrator shall cause to be forwarded any such returned notice to the address provided within five days of receipt.

6. The FDCPA caps a class’s recovery for statutory damages at the lesser of 1% of the debt collector’s net worth or \$500,000. 15 U.S.C. §1692k(a)(B). Based upon the financial information Defendant provided to Plaintiff’s counsel and the nature of the claims alleged, the parties believe that the Agreement is fair and reasonable, would be in the best interest of the Class, and should be approved by the Court. Each class member who returns a claim form will receive a pro rata share of the Class Fund. The amount of the fund going to the Class Members is approximately 68% of the maximum possible statutory damages. The percent being recovered by the class members, in cash, with no need to submit a claim form, compares extremely favorably to other class action settlements. Numerous courts have approved settlements where the class was recovering 10-12% of their maximum damages. *Schulte v. Fifth Third Bank, NA*, 805 F.Supp.2d

560, 584 (N.D.Ill. 2011); *In re Ravisent Techs., Inc. Sec. Litig.*, 2005 WL 906361, at *9 (E.D.Pa. Apr. 18, 2005) (approving settlement, which amounted to 12.2% of damages, and citing study by Columbia University Law School, which determined that “since 1995, class action settlements have typically recovered between 5.5% and 6.2% of the class members' estimated losses.”) (internal citations omitted).

7. The release is narrowly tailored to cover only claims arising from or relating to document in the form represented by Exhibit A to the Settlement Agreement , and it specifically excludes any claims or defenses concerning: (1) whether any specific mortgage debt, fees, late charges and/or escrow items are in fact owed to the Released Parties and the amount thereof, (2) the Released Parties’ crediting of specific payments, (3) the Released Parties’ handling of the escrow account, and (4) the Released Parties’ reporting regarding the alleged mortgage debt to the credit reporting bureaus.

8. There exists a strong public policy in favor of settlement and the avoidance of costly and time-consuming litigation. *Security Pacific Financial Services v. Jefferson*, 259 Ill. App. 3d 914, 919, 632 N.E.2d 299, 198 Ill. Dec. 240 (1994). The circuit court should consider the following factors when evaluating the fairness of a class settlement: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. Where the procedural factors support approval of a class settlement, there is a presumption that the settlement is fair, reasonable, and adequate. *Chicago v. Korshak*, 206 Ill. App. 3d 968, 972, 565 N.E. 2d 68 (1st Dist. 1990). These

factors favor approval of the settlement, which was reached after arm's length negotiations between counsel. Plaintiff's theory of the case is not guaranteed to prevail, yet the settlement is offering 68% of the maximum statutory damages. In addition, it is unlikely that any class members suffered actual damages, due to the nature of the alleged violation. If the case does not settle, a summary judgment motion would likely be necessary, and the result of same might be appealed.

9. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings, in this or any other litigation, or in any manner whatsoever.

10. Class Counsel will file a fee petition in support of their request for attorney's fees prior to the final approval hearing. It is well-settled that "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill.2d 261, 265 (2011), *citing Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, 444 US. 472, 478 (1980). "The Illinois Supreme Court has adopted the approach taken by the majority of federal courts on the issue of attorney fees in equitable fund cases." *Baksinski v. Northwestern Univ.*, 231 Ill. App. 3d 7, 13 (1st Dist. 1992), *citing Fiorito v. Jones*, 72 Ill. 2d 73 (1978). That is, where, as here, "an equitable fund has been created, attorneys for the successful plaintiff may directly petition the court for the reasonable value of those of their services which benefited the class." *Id.* at 14, *citing Fiorito*. This rule "is based on the equitable notion that those who have benefited from litigation should share in its costs." *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007), *citing Skelton v. Gen. Motors Corp.*, 860 F.2d 250, 252 (7th Cir. 1988). The amount requested represents 25% of the class fund. The Seventh Circuit has held that the Court should determine the percentage to award by approximating

the market rate, and specifically found that the “market” fee of a consumer class action was 30% of the entire settlement fund (without deducting notice and administration expenses). *In re Synthroid Mktg. Litig.* (“*Synthroid IP*”), 325 F.3d 974, 980 (7th Cir. 2003); *see also Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11-4462, 2015 WL 1399367, at *4 (N.D. Ill. Mar. 23, 2015). Class Counsel’s requested fee is less than numerous fees approved in class settlements. *Spano v. The Boeing Co.*, No. 06-743, 2016 WL 3791123 (S.D. Ill. Mar. 31, 2016) (awarding one-third of the gross monetary settlement plus costs); *McCue v. MB Fin., Inc.*, No. 15-988, 2015 WL 4522564 (N.D. Ill. July 23, 2015) (awarding one-third of the net settlement fund plus costs); *Abbott v. Lockheed Martin Corp.*, No. 06-701, 2015 WL 4398475 (N.D. Ill. July 17, 2015) (awarding one-third of the gross settlement fund plus costs); *Zolkos v. Scriptfleet, Inc.*, No. 12-8230, 2015 WL 4275540 (N.D. Ill. July 13, 2015) (awarding one-third of the gross guaranteed settlement amount plus expenses); *Prena v. BMO Fin. Corp.*, No. 15-09175, 2015 WL 2344949 (N.D. Ill. May 15, 2015) (awarding 33.5% of the net settlement fund).

11. Schedule for Class Notice and Objections: Plaintiff requests that the Court set the following schedule for the proposed Agreement:

a. Defendant is to provide the Settlement Administrator with the Class List within 15 business days after entry of the Preliminary Approval Order. The Class Notice (Exhibit C to Appendix A) is to be mailed by the Settlement Administrator within 30 days of receiving the Class List;

b. Class members shall have until 60 days after the Class Notice is mailed to opt out or object to the settlement.

c. A final hearing on the fairness and reasonableness of the Agreement and whether the final approval shall be given to it and the requests for fees and expenses by counsel for the Class will be held before this Court on a date at least one hundred fifty (150) days after the mailing of the Class Notice, and notification provided under the Class Action Fairness Act.

WHEREFORE, Plaintiff respectfully requests that the Court enter an order in the form of Exhibit B to the Agreement, which (a) preliminarily approves the Class Settlement Agreement; (b) approves Exhibit C to the Agreement as notice to the Class to be directed to the last known address of the class members as shown on Defendant's records, (c) sets a date for Class Members to opt-out or object, and (d) schedules a hearing for final approval of the settlement.

Respectfully submitted,

/s/ Tara L. Goodwin
Tara L. Goodwin

Tara L. Goodwin
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
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(312) 739-4200
(312) 419-0379 (FAX)
Email address for service: courtecl@edcombs.com
tgoodwin@edcombs.com

CERTIFICATE OF SERVICE

I, Tara L. Goodwin, certify that on Friday, January 14, 2022, I caused to be served a true and accurate copy of the foregoing document via E-mail upon the following parties:

David W. Centner
Clark Hill, PLC
200 Ottawa Avenue - Suite 500
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Respectfully submitted,
/s/Tara L. Goodwin
Tara L. Goodwin

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APPENDIX A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAY G. BRIGGS,)	
on behalf of Plaintiff and a class,)	
)	
Plaintiff,)	Case No. 2020-CH-04980
)	
vs.)	Honorable Judge Alison C. Conlon
)	
LAND HOME FINANCIAL)	
SERVICES, INC. and)	
ATLANTICA, LLC,)	
)	
Defendants.)	

Class Settlement Agreement

1. **Parties.** Defendant, Land Home Services, Inc., (“Land Home” or “Defendant”) and Plaintiff, Ray G. Briggs (“Plaintiff”) (Plaintiff and Defendant are collectively the “Parties”), individually, and as representatives of the class defined below in ¶10 (the “Class”), enter into this Class Settlement Agreement and Release (the “Agreement”).

RECITALS

2. Plaintiff, individually and on behalf of a class, filed a lawsuit in the Circuit Court of Cook County, Illinois, entitled *Briggs v. Land Home Financial Services, Inc.*, Case No. 2020-CH-04980 (the “Litigation”) on July 16, 2020. Plaintiff’s complaint alleged that Land Home Financial Services, LLC violated 15 U.S.C. §1692g(a) by failing to state the amount of the debt when it sent the correspondence attached hereto as Exhibit A.

3. At all times, Defendant has denied and continues to deny all allegations of wrongdoing and liability, including the allegations in the Litigation.

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

4. Defendant removed the case to Federal Court, and then, after the Seventh Circuit issued a series of decisions regarding standing, agreed to a remand of the case. The Parties engaged in settlement negotiations which resulted in the present settlement.

5. Considering the uncertainty and risks inherent in any litigation, the Parties have concluded that it is desirable and beneficial for the Litigation to be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. Plaintiff, individually and on behalf of the Class defined herein, desires to settle his claims against Defendant, having taken into account through Plaintiff's counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that the Litigation will be protracted and expensive. Defendant seeks to settle the Litigation for the sole purpose of avoiding the burden, expense, and uncertainty of continuing to litigate the claims, and to put to rest all claims that have been or could have been asserted by Plaintiff and the Class against Defendant.

6. Plaintiff's counsel has investigated the facts and the applicable law. Based on the foregoing, and upon an analysis of the benefits afforded by this Agreement, Plaintiff's counsel considers it to be in the best interests of the Class to enter into this Agreement.

7. In consideration of the foregoing and other valuable consideration, Plaintiff and Defendant agree to settle the claims of the Plaintiff and the Class arising from the correspondence at issue, subject to the Court's approval, on the following terms and conditions.

TERMS

8. **Recitals.** The Recitals set forth above are incorporated by reference as integral, material provisions of this Agreement.

9. **Effective Date.** This Agreement shall become effective (hereinafter the “Effective Date”) thirty (30) days after an order is entered unconditionally dismissing the Litigation, with prejudice and without attorneys’ fees or costs other than as set forth and agreed to herein.

10. **Class.** Solely and exclusively for purposes of settlement, and without waiving any rights to challenge the class definition in the event the settlement proposed herein is not approved by the Court in the Litigation, the Parties agree that the following proposed class (the “Class”) satisfies all of the requirements of 735 ILCS 5/2-801, et seq. and should be certified:

(a) All individuals with addresses in the United States (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Exhibit A, which was attached as Appendix B to the Complaint (but referred to as Exhibit 2) (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action;

(b) Defendant represents based on reasonable investigation that the Class as defined above consists of approximately 1,330 loan accounts.

11. **Class Counsel.** Class Counsel or “Plaintiff’s Counsel” is Edelman Combs Latturner & Goodwin, LLC.

12. **Creation of Settlement Fund.** Upon entry of an order granting preliminary approval of this Agreement, Land Home shall pay \$260,000 to the Settlement Administrator jointly selected by the Parties to create a Class Settlement Fund (the “Settlement Fund”). The Settlement Administrator shall hold the Settlement Fund in escrow until the Settlement is finally approved by the Court, and then distribute it as set forth below. If the Settlement is not finally approved, the Settlement Fund shall be returned to Land Home by the Settlement Administrator.

a. **Payment to Plaintiff.** Within 10 days after the Effective Date, the Settlement Administrator shall pay \$7,500 to Plaintiff in full, total, and complete satisfaction of any claims and any damages for his released claims, and as an incentive

award for bringing the claims on behalf of the Class. This payment shall be made by check in care of Counsel for Plaintiff.

b. **Attorneys' Fees and Costs.** Counsel for Plaintiff and the Class shall petition the Court for approval of attorneys' fees and costs not to exceed \$65,000, which will be deducted from the Settlement Fund. Defendant shall not oppose Class Counsel's fee petition for an amount not to exceed \$65,000. The parties shall request in such petition that the attorneys' fees and costs be paid to Class Counsel by the Settlement Administrator within 10 days after the Effective Date. Upon approval of the Court, and within the time set by the Court, the Settlement Administrator shall pay Counsel for Plaintiff and the Class that amount which the Court deems reasonable which shall not exceed \$65,000;

c. **Cost of Class Notice.** All reasonable costs associated with the notice under this class settlement, including but not limited to those costs incurred or charged by the Settlement Administrator, are to be deducted from the Settlement Fund.

d. **Class Recovery.** The balance of the Settlement Fund, after the costs, Plaintiff's award and attorney's fees are deducted, shall be distributed equally by the Settlement Administrator to the Class Members whose Class Notices were not returned as undeliverable by the United States Postal Service. If there is more than one borrower on an account, they will be treated as one class member for the purposes of the settlement. For jointly held accounts, checks will be payable to all joint borrowers, and will be mailed to the first borrower listed on the account. The class payments shall be made by the Settlement Administrator within 21 days of the Effective Date. Checks issued to Class Members will be void after 60 days ("void date");

e. **Uncashed Checks.** If, following the Void Date of the Participating Class Members' checks, there remain any uncashed checks or undistributed funds, those funds will be distributed by the Settlement Administrator to the Lawyers' Committee for Better Housing, Chicago, Illinois, as a *cypres* award.

13. **Settlement Administrator.** The Parties shall select a Settlement Administrator who shall be responsible for administering this Agreement. The Settlement Administrator shall provide updates upon request of either counsel for the Class or Counsel for Defendant. The Settlement Administrator shall establish a web site by the date the Settlement Notice is sent where class members can obtain copies of the full settlement document and other basic information regarding the settlement.

14. **Releases.**

a. **By Plaintiff.** Ray Briggs grants the following release: Plaintiff, Ray Briggs, including his respective agents, representatives, attorneys, heirs, assigns, or any other person acting on his behalf or for his benefit, and any person claiming through him (in their capacity as such) (collectively "Plaintiff's Releasers"), fully and forever resolve, release and discharge Defendant as well as their past, present and future predecessors, successors, assigns, parent corporations, subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, investors, partners, insurers, members, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates, principals, agents and trustees, (in their capacity as such) (collectively, "Released Parties"), from any and all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual,

in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature which were brought or could have been brought against Land Home in the Litigation. This includes, specifically and without limitation, any and all claims against the Released Parties arising from or relating to documents in the form represented by Exhibit A (attached hereto). Notwithstanding anything to the contrary, specifically excluded from this Release are any claims or defenses concerning: (1) whether any specific mortgage debt is in fact owed to the Released Parties, and the amount thereof, (2) the proper crediting of specific payments, (3) the Released Parties' handling of the escrow account, and (4) the Released Parties' reporting of the alleged specific mortgage debt to the credit reporting bureaus.

b. By the Class: Each member of the Class who does not opt out fully and forever resolves, releases and discharges the Released Parties from any and all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature that were alleged in the Litigation or that arise out of or relate to the conduct alleged in the Litigation. This includes, specifically any and all claims against the Released Parties arising from or relating to documents in the form represented by Exhibit A. Notwithstanding anything to the contrary, specifically excluded from this Release are any claims or defenses concerning: (1) whether any specific mortgage debt, fees, late charges and/or escrow items are in fact owed to the Released Parties and the amount thereof, (2) the Released Parties' crediting of specific payments, (3) the Released Parties' handling of the escrow account, and (4) the Released Parties' reporting regarding the alleged mortgage debt to the credit reporting bureaus.

c. It is expressly stated that, notwithstanding the released claims and defenses identified in paragraphs 14 a- b, above, the Participating Class Members of the Class do not release any individual claim or defense concerning: (1) whether any specific mortgage debt is in fact owed to the Released Parties and the amount thereof, (2) the Released Parties' crediting of specific payments, (3) the Released Parties' handling of the escrow account, and the (4) the Released Parties' reporting of the alleged specific mortgage debt to the credit reporting bureaus.

d. Land Home, and its successors and assigns, and Land Home's principals, and their successors and assigns, for whom Land Home is servicing a mortgage loan debt reserves the right to pursue any debt(s) allegedly owed by Plaintiff or any Class Member to Land Home's principal. Plaintiff and Class Members retain any and all defenses they may have concerning the alleged debt(s), except that they may not assert a defense, counterclaim, or third-party claim based upon the above released claims.

15. **Approval by the Court.** This Agreement, including the obligation to pay the amounts described herein (including, but not limited to ¶12), is conditioned upon the approval of the Agreement by the Court. Additionally, the Releases in ¶14 are conditioned on Defendant meeting its obligations herein, (including, but not limited to ¶12). If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and the Parties shall be returned to their respective positions before the execution of this Agreement without prejudice to their rights; any payment, depositing or advancement of monies made by Defendant (including, without limitation, any payments made pursuant to paragraph 12) pursuant to this Agreement hereof, shall immediately be returned to Defendant--except any non-refundable costs of Class Notice and Administration that may have been expended by the Settlement Administrator for purposes of giving notice to the Class shall not be returned to

Defendant); and neither this Agreement, the fact of this Agreement nor any statement contained in this Agreement shall be used in any subsequent proceedings in this or any other litigation, proceeding, dispute, or in any manner whatsoever.

16. **Notice.** Within 15 business days after entry of the Preliminary Approval Order, attached as Exhibit B (“Preliminary Approval Order”), Defendant shall (1) provide the Settlement Administrator with a Class List (the names, most recent address and account number of the class members), and (2) make the deposit described in ¶12 to establish the Settlement Fund, which is to be held in escrow and distributed to the Settlement Administrator as necessary. Within 30 days after the date the list is provided, Plaintiff’s counsel, through the Settlement Administrator, shall cause the Notice in the form of Exhibit C to be sent to the last known addresses of the Class Members. Prior to the Settlement Administrator mailing the notice, the Settlement Administrator shall obtain current addresses for Class Members by running their addresses through the National Change of Address database. The Class Administrator shall distribute the Notice via any form of U.S. Mail providing address forwarding. Each individual notice shall be sent with a request for forwarding addresses. In the event that an individual notice is returned as undeliverable and a forwarding address is provided, the Class Administrator shall cause to be forwarded any such returned notice to the address provided within five days of receipt.

a. **Right of Exclusion.** All Class Members who properly file a timely written request for exclusion from the Class shall be excluded and shall have no rights pursuant to this Agreement. A request for exclusion must be in writing and include language to the effect of “I hereby wish to exclude myself from the settlement in *Briggs v. Land Home Financial Services*, Case No. 2020-CH-04980.” The request must also include the name, address, loan number, phone number and signature of the person(s) (or their authorized representative) seeking exclusion. The request must

be mailed to the Settlement Administrator at the address provided in the Class Notice and received by such date as set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified shall be invalid and the person(s) serving such request shall remain a Class Member and shall be bound as a Class Member by the Agreement, if approved. The Settlement Administrator shall forward copies of all requests for exclusion to Counsel for the Parties no later than seven days after the deadline for Class Members to submit such requests.

b. **Time to Opt Out or Object.** Class Members shall have forty-five days (45) days after the Settlement Administrator mails the Notice to request to opt out of the proposed settlement or object to the proposed settlement.

17. **Preliminary Approval.** As soon as practicable after execution of this Agreement, the Parties shall make application to the Court (the “Joint Motion for Preliminary Approval”) for entry of the Preliminary Approval Order, which: (a) preliminarily approves this Agreement; (b) schedules a hearing for final approval of this Agreement; (c) approves Exhibit C hereto as the Notice to the Class, to be directed to the last known address of the Class Members as shown on Defendant’s records; and (d) finds that mailing of the Class notice and the other measures specified in ¶14 are the only notice required and that such notice satisfies the requirements of due process and 735 ILCS 5/2-801, et seq.

18. The Parties agree to the form of the Notice attached hereto as Exhibit C and the form of the proposed Preliminary Approval Order attached hereto as Exhibit B. The fact that the Court may require non-substantive changes in the Notice or Order does not invalidate this Agreement.

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

19. **Final Approval.** At the conclusion of, or as soon as practicable after, the close of the Fairness Hearing on the fairness, reasonableness and adequacy of this Agreement, the Parties through their counsel shall request that the Court enter a Final Approval Order approving the terms of this Agreement as fair, reasonable, and adequate; providing for the implementation of those terms and provisions; finding that the notice given to the Class satisfies the requirements of due process and 735 ILCS 5/2-801, et seq.; dismissing the Litigation with prejudice and without costs; and directing the entry of a final order.

20. If the Final Approval Order is appealed within five business days after it is entered, the parties agree that any implementation of that Order shall be stayed pending the resolution of such appeal.

21. The Parties agree to request the form of Final Approval Order attached hereto as Exhibit D. The fact that the Court may require non-substantive changes in the final order does not invalidate this Agreement.

22. **Release of Attorneys' Lien.** In consideration of this Agreement, Plaintiff's counsel hereby discharges and releases the "Released Parties," as defined in ¶14 above, of and from any and all claims for attorneys' fees, by lien or otherwise, other than the amount of fees and costs determined under ¶12 for legal services rendered by Plaintiff's counsel.

23. **Miscellaneous Provisions.** The Parties and their attorneys agree to cooperate fully with one another in seeking approval of this Agreement, and to use their best reasonable efforts to affect the terms of this Agreement. Whether or not this Agreement is approved, this Agreement shall in no event be construed as, or be deemed to be, evidence of an admission by Defendant of any allegations, liability or wrongdoing whatsoever.

24. Notices and objections related to this Agreement shall be sent to:

For Plaintiff: Tara L. Goodwin (#37100), Edelman, Combs, Lattuner & Goodwin, LLC, 20 S. Clark St., Suite 1500, Chicago, Illinois 60603.

For Defendant: Gary E. Green (ARDC # 6199484), Clark Hill PLC, 130 East Randolph Street, Suite 3900, Chicago, Illinois 60601, and David W. Centner (pro hac vice), Clark Hill, PLC, 200 Ottawa Avenue NW, Suite 500, Grand Rapids, MI 49503.

The persons and addresses designated in this paragraph may be changed by any signatory hereto by written notice to the other signatories hereto.

25. This Agreement constitutes the entire agreement between Defendant and the Class, including Plaintiff, with regard to the subject matter hereof and may not be modified or amended in any manner except in a writing, signed by an authorized agent of Defendant and counsel for the Class (which includes Plaintiff), and approved by this Court.

26. This Agreement may be executed in counterparts, in which case the various counterparts shall constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

27. Each and every term of this Agreement shall bind and inure to the benefit of Plaintiff, the Class, and any of their successors and personal representatives, and shall bind and shall inure to the benefit of the Released Parties, all of which persons and entities are intended to be beneficiaries of this Agreement. This Agreement will be deemed to have been drafted by each person executing this Agreement, and each person executing this Agreement represents hereto that they have the authority to so execute. Any rule or law that a document shall be interpreted against the drafter shall not apply to this Agreement.

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28. This Agreement shall be governed by and interpreted in accordance with the laws of Illinois.

29. If final approval is granted, and subject to Plaintiff's and Defendant's document retention policies and preservation obligations, the Defendant and Plaintiff shall retain the class list and a list of Class Members who excluded themselves for one year thereafter, and after that period may destroy the class list and list of Class Members who requested exclusion. Defendant and Plaintiff may also destroy documents generated in the notice process for one year after final approval is granted and may destroy them after that period. Notwithstanding anything to the contrary, nothing herein shall require Defendant to destroy any list of their customers or clients they generated from their own information, including any list of persons who received notices at issue in the Litigation, to the extent such lists are used in the ordinary course of Defendant's business.

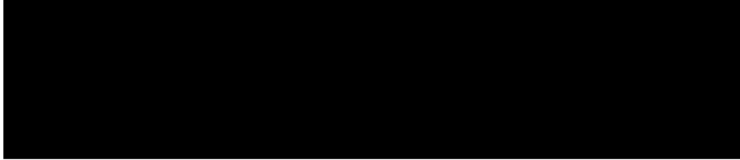
30. The Defendant and Plaintiff have relied upon the advice and representations of counsel, selected by them, concerning their respective legal liability for the claims hereby released. Each person executing this Agreement has read and understands fully the above and foregoing and has been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

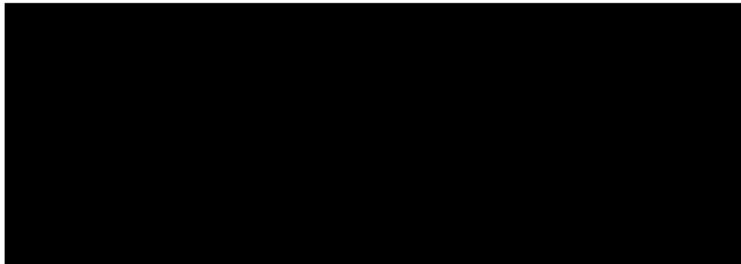
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IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed, on _____, 2021.

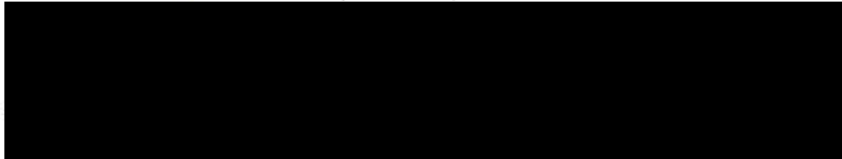
RAY G. BRIGGS



LAND HOME FINANCIAL SERVICES, INC.



APPROVED ONLY AS TO FORM:



Attorney for PLAINTIFF

APPROVED ONLY AS TO FORM:

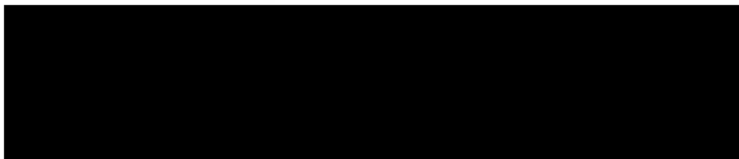


EXHIBIT A



Your Preferred Community Lender

3611 South Harbor Boulevard, Suite 100
Santa Ana, CA 92704
Phone: (877) 557-9042
<https://servicing.lhfs.com/>

4/20/2020

RAY BRIGGS



NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

Under federal law, borrowers are required to be notified in writing whenever ownership of a mortgage loan secured by their principal dwelling is sold, transferred or assigned (collectively, "sold") to a new creditor. This Notice is to inform you that your prior creditor has sold your mortgage loan (see loan information below) to the new creditor identified below.

****NOTE: The new creditor identified below is not the servicer of your loan. The servicer (identified below) acts on behalf of the new creditor to handle the ongoing administration of your loan, including the collection of mortgage payments. Please continue to send your mortgage payments as directed by the servicer, and NOT to the new creditor. Payments sent to the new creditor instead of the servicer may result in late charges on your loan and your account becoming past due. Neither the new creditor nor the servicer is responsible for late charges or other consequences of any misdirected payment.**

SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR LOAN, PLEASE CONTACT THE SERVICER USING THE CONTACT INFORMATION SET FORTH BELOW. The servicer is authorized to handle routine inquiries and requests regarding your loan and, if necessary, to inform the new creditor of your request and communicate to you any decision with respect to such request. **

Please note that the sale of your loan to us may also result in a change of servicer. If this occurs, you will receive a separate notice, required under federal law, providing information regarding the new servicer.

<p>LOAN INFORMATION</p> <p>Date of Loan: 10/13/1998 Original Loan Amount: \$125,400.00 Date Your Loan was Sold to the New Creditor: 3/10/2020 Prior Loan Number: [REDACTED] New Loan Number: [REDACTED] Property Address: [REDACTED]</p>
<p>SERVICER INFORMATION</p> <p>Name: Land Home Financial Services, LLC Mailing Address: 3611 South Harbor Blvd, Suite 100 Santa Ana, CA 92704 Telephone Number: 1-877-557-9042 Website: https://servicing.lhfs.com/</p>

Disclosure: This is an attempt to collect a debt. Any information obtained will be used for that purpose (FDCPA 15 U.S.C. §§ 1692 *et seq.*). You are now communicating with a debt collector. It does not imply that Land Home Financial Services, Inc. is attempting to collect money from anyone whose debt has been discharged pursuant to (or who is under the protection of) the bankruptcy laws of the United States in such instances, it is intended solely for informational purposes and does not constitute a demand for payment.

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Scope of responsibilities: The servicer is responsible for all ongoing administration of your loan, including receipt and processing of payments, resolution of payment related issues, and response to any other inquiries you may have regarding your loan.

NEW CREDITOR INFORMATION

Please be advised that all questions involving the administration of your loan (including questions related to payments, deferrals, modification or foreclosures) should be directed to the new servicer at the number above and/or the agent (if any) of the new creditor identified below, and not to the new creditor. The new creditor does not have access to information relating to the administration of your loan and will not be able to answer most loan-related questions.

Name: Atlantica, LLC

Mailing Address (not for payments): 2001 Western Ave, Ste 400
Seattle, WA 98121

Telephone Number: 855-330-9520

Scope of responsibility: As new creditor, the above-named legal title trustee holds legal title to your loan on behalf of the related securitization trust. The legal title trustee, on behalf of the securitization trust, is authorized to receive legal notices and to exercise (or cause an agent on its behalf to exercise) certain rights of ownership with respect to your loan.

The transfer of the lien associated with your loan is, or in the future may be, recorded in the public records of the local County Recorder's office for the county or local jurisdiction where your property is located. Ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Our rights and obligations as new creditor, and consequently our authority to respond favorably to your requests or inquiries, may be limited by the terms of one or more contracts related to the securitization.

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

(e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by Title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C.A. § 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

EXHIBIT B

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAY G. BRIGGS,)	
on behalf of Plaintiff and a class,)	
)	
Plaintiff,)	Case No. 2020-CH-04980
)	
vs.)	Honorable Judge Alison C. Conlon
)	
LAND HOME FINANCIAL)	
SERVICES, INC. and)	
ATLANTICA, LLC,)	
)	
Defendants.)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter coming before the Court on the joint request of the parties for preliminary approval of a Class Action Settlement Agreement, and based upon the papers submitted to the Court and all of the proceedings had in this matter to date, IT IS HEREBY ORDERED:

1. Solely for purposes of settlement, the following Settlement Class is provisionally certified pursuant to 735 ILCS 5/2-801, et seq.:

(a) All individuals with addresses in the United States (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Exhibit A (which was attached as Appendix B (referred to as Exhibit 2) to the Complaint) (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action.

2. Based on the parties' stipulations, and for settlement purposes only:

(A) The class as defined is sufficiently numerous such that joinder is impracticable;

- (B) Common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether Defendant Land Home Financial Services, Inc. violated the Fair Debt Collection Practices Act when it sent validation notices which did not accurately reflect the current amounts owed.
- (C) The claims of Ray G. Briggs are typical of the Class Members' claims;
- (D) Plaintiff Ray G. Briggs is an appropriate and adequate representative for the Class and their attorneys, Daniel A. Edelman and Tara L. Goodwin and Edelman, Combs, Lattuner and Goodwin, LLC, are hereby appointed as Class Counsel; and

3. The Court finds that the proposed settlement is within the range of fairness and reasonableness and grants preliminary approval to it. In the event that the proposed settlement is not finally approved for any reason, Defendant shall, pursuant to the Settlement Agreement, retain its right to contest certification of the Class.

4. The Court approves the proposed form of notice to the Class, and directs that notice be implemented in accordance with the Settlement Agreement. Defendant shall provide the class list to the Settlement Administrator within 15 business days of entry of this Order, and the notice shall be mailed within 30 days after the class list is provided.

5. The Court finds that the notice proposed in paragraph 16 of the Settlement Agreement is the only notice to the Class Members that is required and further finds that such notice satisfies the requirements of due process and 735 ILCS 5/2-801, et seq.

6. Class Members shall have 60 days from the date Notice is Mailed to opt out or object to the proposed Settlement Agreement.

7. Any Class Member who objects to the settlement contemplated by the Settlement Agreement shall have a right to appear and be heard at the Final Approval Hearing provided that such Class Member files with the Court and delivers to Class Counsel and Defendant's counsel a written notice of objection together with a statement of reasons for the objection, postmarked no later than 60 days from the date the settlement class notice is mailed. Class Counsel and Defendant's counsel may, but need not, respond to the objections, if any, by means of a memorandum of law no later than five (5) days prior to the Final Approval Hearing.

8. A Final Approval Hearing on the fairness and reasonableness of the Settlement Agreement will be held before this Court on Thursday, June 30, 2022 at 10:30 am (Central).

SO ORDERED this ____ day of _____, 2021.

Honorable

EXHIBIT C

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

CLASS SETTLEMENT NOTICE

If you have received a validation notice from Land Home Financial Services, Inc., dated between July 17, 2019 and July 16, 2020, inclusive, which failed to state the amount of the debt, you may benefit from this class action settlement.

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

- A settlement has been reached in class action litigation involving certain mortgage loans being serviced by Land Home Financial Services, Inc. (“Land Home”). Land Home denies all allegations, and the Court has not decided which side is right.
- The settlement will provide for automatic payment of a share of the class fund to class members whose notices were not returned as undeliverable.
- To qualify, you must be: an individual with an address in the United States (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Appendix B (referred to as Exhibit 2) to the Complaint, (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action;
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING BUT STAY IN THE SETTLEMENT	By doing nothing, you will remain a member of the settlement class and you will be entitled to receive certain relief provided for in the settlement.
EXCLUDE YOURSELF	You will receive no benefits. This is the only option that allows you to participate in any other lawsuit against Land Home about the claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

- **These rights and options and the deadlines to exercise them are explained in this notice.**
- **The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be distributed if the Court approves the settlement and after appeals are resolved. Please be patient.**

What This Notice Contains

BASIC INFORMATION.....3

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

WHO IS PART OF THE SETTLEMENT?4

- 5. How do I know if I am a part of the Settlement?

THE SETTLEMENT BENEFITS5

- 6. What can I get from the Settlement?
- 7. What is the estimated value of the settlement benefits?
- 8. When will I receive my benefits?
- 9. I want to be a part of the settlement and receive these benefits. What do I do?
- 10. What am I giving up to receive these benefits?
- 11. Will the settlement impact any of my other loan terms?
- 12. How much will the Class Representatives receive?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... 6

- 13. How do I get out of the Settlement?
- 14. If I don't exclude myself, can I sue Defendant for the same thing later?
- 15. If I exclude myself, do I still receive benefits from this settlement?

THE LAWYERS REPRESENTING YOU 7

- 16. Do I have a lawyer in the case?
- 17. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT..... 7

- 18. How do I tell the Court that I don't like the Settlement?
- 19. What is the difference between objecting and excluding?

THE FAIRNESS HEARING8

- 20. Where and when is the fairness hearing?
- 21. Do I have to attend the hearing?

GETTING MORE INFORMATION8

- 22. How do I get more information?
- 23. What if I have a new address?

[page numbers will change based on final format of notice]

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

The court in charge of the case is the Circuit Court of Cook County, Illinois, Chancery Division. The lawsuit is known as *Briggs v. Land Home Financial Services, Inc., et al.*, Case No. 2020-CH-04980. The person who sued is called the Plaintiff, and the company he sued, Land Home Financial Services, Inc, is called Defendant or Land Home.

2. What is this lawsuit about?

The Plaintiff claims that Land Home sent a validation notice which failed to state the amount of the debt in violation of the Fair Debt Collection Practices Act. Defendant denies all of the allegations and maintain that its conduct was proper and did not violate the law.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Ray G. Briggs), sue on behalf of a group (or a "Class") of people who have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, the parties avoid the cost, risk, and delay of litigation and the uncertainty of trial. The Class Representatives and their attorneys think the proposed settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am a part of the settlement?

The Court decided that those individuals falling under the following definition are Class Members:

All individuals with addresses in the United States (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Appendix B (referred to as Exhibit 2) to the Complaint (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action.

If you are not sure whether you are included, you can call the Settlement Administrator toll free number at 1-877-268-2976. You also can send questions to the Settlement Administrator at [web site] or [mailing address].

THE SETTLEMENT BENEFITS

6. What can I get from the Settlement?

If the settlement is approved and becomes final, Defendant will issue all class members whose check was not returned as undeliverable, a check for a pro rata share of the \$260,000 class fund, after amounts are subtracted for administration, the Plaintiff's award and attorney's fees. If there is more than one borrower on an account, they will be treated as one class member for the purposes of the settlement. For jointly held accounts, checks will be payable to all joint borrowers, and will be mailed to the first borrower listed on the account.

7. What is the estimated value of the settlement benefits?

The total amount being refunded to the class members is expected to total approximately \$180,905. This number assumes that administrative expenses will be approximately \$6,595, but the actual final number may differ. There are approximately 1,704 class members. If no notices were returned as undeliverable, the class members would receive approximately \$106 each.

8. When will I receive my benefits?

The Court will hold a hearing and decide whether to approve the settlement. If the Court approves the settlement, there may be appeals afterwards. If there are appeals, resolving them can take time. If the settlement is approved by the Court, the time to appeal expires, and if any appeals are resolved in favor of settlement, the settlement will be effective. Within 21 days of the effective date of the settlement, the settlement administrator will mail checks to the Class Members.

9. I want to be part of the settlement and receive these benefits. What do I do?

You do not need to do anything to remain a Class Member. All relief provided by the Settlement Agreement will be provided automatically. If you are a Class Member and are entitled to benefits, a check will automatically be sent to your last known address.

10. What am I giving up to receive these benefits?

By remaining a Class Member, all of the Court's orders will apply to you, and you give Defendant a release. The Settlement Agreement is available at www.edcombs.com and describes the claims that you give up if you remain in the settlement.

11. Will the settlement impact any of my loan terms?

No, all terms and conditions of your Mortgage Loan will remain unchanged and in full force and effect.

12. How much will the Class Representatives receive?

Ray G. Briggs will request court approval for a payment of \$7,500 for his services as Class Representative in prosecuting the case on behalf of the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the benefits of the settlement, but you want to keep the right to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself.

13. How do I get out of the Settlement?

To exclude yourself from the settlement, you must send a letter by first class mail, postage prepaid, or by private courier (such as Federal Express), to the Settlement Administrator at [insert address]. Your request must include:

- Your name, address, telephone number, and Mortgage Loan number;
- A statement that "I hereby wish to exclude myself from the settlement in *Briggs v. Land Home Financial Services, Inc., et al., Case No. 2020-CH-04980*"
- Your signature.

If sent by mail, your exclusion request must be postmarked no later than [date]. If sent by private courier, it must have a shipping date on the shipping label that is no later than [date]. All exclusion requests must be received by the Settlement Administrator no later than [date] to be valid. You cannot exclude yourself by phone, email or on a website.

14. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this settlement resolves.

15. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you may sue the

Defendant over the claims raised in this case on your own or as a part of a different lawsuit.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has named the law firm of Edelman, Combs, Lattuner & Goodwin, LLC as “Class Counsel”. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by _____.

17. How will the lawyers be paid?

Class counsel will request Court approval of a payment of attorney’s fees and costs of \$65,000 to be paid by Defendant.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member, you can object to the settlement if you don’t like any part of it. To object, you must send a letter to the Settlement Administrator that includes, among other things, the following:

- The name of the case, *Briggs v. Land Home Financial Services, Inc., et al., Case No. 2020-CH-04980*;
- Your full name, address and telephone number;
- All grounds for your objection, accompanied by any legal support for the objection;
- A statement confirming whether you intend to appear personally and/or testify at the final approval hearing (also referred to as the fairness hearing); and
- Your signature (an attorney’s signature is not sufficient).

For an objection to be considered by the Court, it must: (i) if mailed, be sent first-class, postage prepaid, and postmarked no later than [date 60 days after mailing]; (ii) if sent by private courier (e.g., Federal Express), have a shipping date of no later than [date]; and (iii) be received by the Settlement Administrator no later than [date 60 days after mailing].

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be

part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you are not required to do so.

20. Where and when is the fairness hearing?

The Court will hold a fairness hearing on June 30, 2022 at 10:30 am (CDT) a.m. in the courtroom of Judge Alison C. Conlon in Room 2408 of the Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and to determine the appropriate amount of compensation for Class Counsel. At that hearing, the Court will hear objections and arguments concerning the fairness of the proposed settlement. The hearing may be postponed to a later date without notice.

21. Do I have to attend the hearing?

No, you are not required to attend the fairness hearing, but you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you sent your written objection on time, to the proper address, the Court will consider it (unless the settlement is terminated prior to the fairness hearing). You also may pay your own lawyer to attend, but it is not necessary to do so.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling Edelman, Combs, Lattner & Goodwin, LLC, the firm representing the Class, at (312) 739-4200 or by sending an email to: info@edcombs.com, or on its website at www.edcombs.com. If you have questions, you also can obtain information from the Settlement Administrator at the toll-free number, [1-877-268-2976], or [on its web site: www.class-settlement.com].

23. What if I have a new address?

If this notice was sent to you at your current address, you do not have to do anything more to receive further notices concerning this case. However, if this notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should immediately send a letter

to: Dorothy Sue Merryman, Project Administrator, Class-Settlement.com, 20 Max Avenue,
Hicksville, NY 11801.

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EXHIBIT D

**THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAY G. BRIGGS,)
on behalf of Plaintiff and a class,)
)
Plaintiff,)
)
vs.)
)
LAND HOME FINANCIAL)
SERVICES, INC. and)
ATLANTICA, LLC,)
)
Defendants.)

Case No. 2020-CH-04980

Honorable Judge Alison C. Conlon

[PROPOSED] FINAL APPROVAL ORDER

The Court having held a Final Approval Hearing on [date], and having considered the papers submitted to the Court and proceedings to date, and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement dated [date], including its exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Actions and over the Parties, including all members of the following Settlement Class certified for settlement purposes in this Court’s Preliminary Approval Order:

- (a) All individuals with addresses in the United States
- (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Exhibit A (which was attached as Appendix B (referred to as Exhibit 2) to the Complaint)
- (c) which failed to state,

FILED DATE: 1/14/2022 1:51 PM 2020CH04980

identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action.

3. The Settlement Class is certified because:

- (A) The class as defined is sufficiently numerous such that joinder is impracticable;
- (A) Common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether Defendants Land Home Financial Services, Inc. violated the Fair Debt Collection Act when it sent validation notices which misstated the amounts currently due.
- (B) The claims of Ray G. Briggs are typical of the Class Members' claims;
- (C) Plaintiff Ray G. Briggs is an appropriate and adequate representative for the Class and his attorneys, Daniel A. Edelman and Tara L. Goodwin of Edelman, Combs, Lattuner and Goodwin, LLC are qualified to serve as counsel for Plaintiff and the Settlement Class;
- (D) This action is manageable as a class action.

4. Notice was given to the Class pursuant to the Preliminary Approval Order and the Settlement Agreement. The Court is informed that actual notice was sent by first class mail to approximately [number] class members by first class mail. A total of [number] envelopes were returned by the United States Postal Service as "undeliverable" with no forwarding address available. New addresses were found for [number] of those notices and they were mailed to the new addresses. [Number] class members requested exclusion, and [number] objections were filed or received.

5. The dissemination of Notice, as provided for in the Preliminary Approval Order and the Settlement Agreement, constituted the best practicable notice under the circumstances to all Class Members and fully met the requirements of 735 ILCS 5/2-801, et seq, any and all

substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law;

6. On [date] the Court held a fairness hearing to which class members, including any with objections, were invited. [Number] class members objected or requested exclusion from the settlement.

7. The Settlement Agreement is the product of arm's length settlement negotiations between Plaintiff, Class Counsel and Defendant. The Settlement Agreement is fair, reasonable and adequate.

THEREFORE, IT IS HEREBY ORDERED:

A. That the Settlement Agreement is finally approved and shall be implemented pursuant to its terms;

B. That the Court hereby dismisses with prejudice all claims asserted by the Plaintiff against Defendant and dismisses without prejudice, the claims of the Class Members. The Lawsuit is thereby dismissed in its entirety;

C. That this Court awards to Class Counsel their attorneys' fees and costs in the amount of \$65,000, which this Court finds to be fair and reasonable in light of the time, expense, and complexity of this litigation. Such payment shall be made within 10 business days from the Effective Date by check made payable to the Edelman, Combs, Lattuner & Goodwin, LLC Client Fund Account;

D. That this Court approves payment of \$7,500 to Plaintiff Ray G. Briggs for his damages and services to the Settlement Class. Such payment shall be made within 10 business days from the Effective Date by check made payable to the Edelman, Combs, Lattuner & Goodwin, LLC Client Fund Account;

E. Within 21 days after the Effective Date, as defined in the Settlement Agreement, the settlement administrator will mail checks to the Class Members whose class notices were not returned as undeliverable consisting of a pro rata share of the class fund after amounts are deducted

for the Plaintiff's award, attorney's fees and administrative expenses. The checks shall be void after 60 days from the date of issuance;

F. If, following the Void Date of the Participating Class Members' checks, there remains any uncashed checks or undistributed funds, those funds will be distributed by the Settlement Administrator to: Lawyer's Committee for Better Housing, Chicago, Illinois, as a *cy pres* award.

G. That this Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance and administration of the Settlement Agreement;

H. Upon the Effective Date, Plaintiff and the Class Members grant the following releases:

1. **By Plaintiff.** Plaintiff, Ray Briggs, including his respective agents, representatives, attorneys, heirs, assigns, or any other person acting on his behalf or for his benefit, and any person claiming through him (in their capacity as such) (collectively "Plaintiff's Releasers"), fully and forever resolve, release and discharge Defendant as well as their past, present and future predecessors, successors, assigns, parent corporations, subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, investors, partners, insurers, members, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates, principals, agents and trustees, (in their capacity as such) (collectively, "Released Parties"), from any and all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature which were brought or could have been brought against Land Home in the Litigation. This includes, specifically and without limitation, any and all claims against the Released Parties arising from or relating to documents in the form represented by Exhibit A (attached hereto). Notwithstanding anything to the contrary, specifically excluded from tThis Release are any claims or defenses concerning: (1) whether any specific mortgage debt is in fact owed to the Released Parties, and the amount thereof, (2) the proper crediting of specific payments, (3) the Released Parties' handling of the escrow account, and (4) the Released Parties' reporting of the alleged specific mortgage debt to the credit reporting bureaus.

2. **By the Class:** Each member of the Class who does not opt out fully and forever resolves, releases and discharges the Released Parties from any and all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind

or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature that were alleged in the Litigation or that arise out of or relate to the conduct alleged in the Litigation. This includes, specifically any and all claims against the Released Parties arising from or relating to documents in the form represented by Exhibit A (Appendix B to the Complaint (referred to as Exhibit 2), attached hereto). Notwithstanding anything to the contrary, specifically excluded from this Release are any claims or defenses concerning: (1) whether any specific mortgage debt, fees, late charges and/or escrow items are in fact owed to the Released Parties and the amount thereof, (2) the Released Parties' crediting of specific payments, (3) the Released Parties' handling of the escrow account, and (4) the Released Parties' reporting regarding the alleged mortgage debt to the credit reporting bureaus.

It is expressly stated that, notwithstanding the released claims and defenses identified above, the Participating Class Members of the Class do not release any individual claim, or defense concerning, concerning: (1) whether any specific mortgage debt is in fact owed to the Released Parties and the amount thereof, (2) the Released Parties' crediting of specific payments, (3) the Released Parties' handling of the escrow account, and the (4) the Released Parties' reporting of the alleged specific mortgage debt to the credit reporting bureaus.

I. The terms of the Settlement Agreement are incorporated into this order.

J. That except as otherwise provided in the Settlement Agreement or herein, the parties are to bear their own attorneys' fees and costs;

SO ORDERED this ____ day of _____, 2021.

Honorable

FILED DATE: 1/14/2022 1:51 PM 2020CH04980