

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BONNIE LYNNE STROMBERG,
Plaintiff,
v.
OCWEN LOAN SERVICING, LLC, et al.,
Defendants.

Case No. 15-cv-04719-JST

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION**

Re: ECF No. 246

Before the Court is Plaintiff Bonnie Stromberg’s renewed motion for preliminary approval of a class action settlement and provisional certification of the class. ECF No. 246. The Court will grant the motion.

I. BACKGROUND

A. Parties and Claims

In this putative class action, Stromberg asserts a California state law claim against two mortgage lenders, Defendants Morgan Stanley Private Bank, N.A. (“MSPB”), and RBS Citizens, N.A. (“Citizens”), and a mortgage loan servicing company, Defendant Ocwen Loan Servicing, LLC, for failing to reconvey deeds of trust on real property 30 days after repayment of home loans as required by California law. Third Amended Complaint (“TAC”), ECF No. 117. The underlying details of this dispute are set forth more fully in the Court’s prior orders. *See, e.g.*, ECF No. 113 (granting in part motions to dismiss and motion to strike second amended complaint); ECF No. 228 (granting summary judgment to Ocwen). In short, Stromberg alleges that after she paid the full balance of her loan, it took Ocwen more than five months to reconvey the deed of trust to the trustee, TAC ¶¶ 26-27, 44, and that this delay was typical of Ocwen’s practices during the relevant time period, *id.* ¶ 58.

1 Stromberg's complaint asserts a single cause of action under California Civil Code
2 § 2941(b) against all three Defendants.¹ *Id.* ¶ 66. She seeks declaratory relief and statutory
3 damages. *Id.* at 20.

4 **B. Procedural History**

5 Stromberg filed this action in California state court on September 4, 2015. ECF No. 1-1.
6 Ocwen subsequently removed the action to federal court. *Id.* On November 9, 2015, Stromberg
7 filed her first amended complaint. First Amended Complaint ("FAC"), ECF No. 14.

8 Defendants filed motions to dismiss and to strike portions of the FAC on January 15, 2016.
9 ECF Nos. 33, 35-37. The parties then stipulated to allow Stromberg to file a second amended
10 complaint and set a new briefing schedule for similar motions based on that new complaint. ECF
11 No. 59; *see also* Second Amended Complaint ("SAC"), ECF No. 58.

12 After the renewed motions had been briefed, the presiding judge, Judge Ronald Whyte,
13 assumed inactive status. ECF No. 92. The case was reassigned to the undersigned on November
14 3, 2016. *Id.* On June 22, 2017, after receiving supplemental briefing from the parties, the Court
15 issued an order granting in part Defendants' motions, ECF No. 113, and subsequently denied
16 Defendants' request for leave to file a motion for reconsideration, ECF No. 145.

17 On July 21, 2017, Stromberg filed the operative TAC. ECF No. 117. Ocwen then filed a
18 motion for summary judgment. ECF No. 167. After the Court permitted Stromberg to conduct
19 additional discovery pursuant to Federal Rule of Civil Procedure 56(d), ECF No. 199, the Court
20 granted Ocwen's motion on August 3, 2018, ECF No. 228.

21 During this time, the parties also engaged in settlement negotiations. On February 27,
22 2018, the Court referred the case to Magistrate Judge Joseph C. Spero for settlement. ECF No.
23 184. Judge Spero conducted settlement conferences on March 1, 2018, May 31, 2018, and June 7,

24
25 ¹ Within 30 calendar days after the obligation secured by any deed of
26 trust has been satisfied, the beneficiary or the assignee of the
27 beneficiary shall execute and deliver to the trustee the original note,
28 deed of trust, request for a full reconveyance, and other documents
as may be necessary to reconvey, or cause to be reconveyed, the
deed of trust.

Cal. Civ. Code § 2941(b)(1).

1 2018. ECF Nos. 187, 222, 223. The parties continued to negotiate following those conferences
 2 and ultimately reached a tentative settlement in August 2018, which was finalized in January
 3 2019. ECF No. 232-1 ¶ 7. Stromberg filed an unopposed motion for preliminary approval of the
 4 agreement and preliminary certification of a settlement class. ECF No. 232. On May 23, 2019,
 5 the Court denied the motion without prejudice and deferred ruling on preliminary class
 6 certification until the parties presented a settlement that merited preliminary approval. ECF No.
 7 245. Stromberg filed this renewed motion for preliminary approval on July 19, 2019. ECF No.
 8 246.

9 **C. Terms of the Settlement Agreement**

10 The proposed settlement agreement (“Settlement”) resolves claims between all three
 11 Defendants and the settlement class, defined as follows:

12 (1) [A]ll individuals with loans secured by a deed of trust on real
 13 property located in California whose loan was paid in full between
 14 August 4, 2014 and April 30, 2018, where (2) Ocwen serviced the
 15 loan at the time of payoff; (3) one of the Defendants, or a predecessor
 16 entity or affiliate, was the owner, investor, original beneficiary,
 beneficiary of record, or current beneficiary; and (4) the reconveyance
 documents were not provided to the trustee within thirty (30) days of
 payoff.

17 ECF No. 246-2 (“Settlement”) § 3.1. The Class excludes “(i) individuals who are or were officers
 18 or directors of the Defendants or any of their respective affiliates; (ii) any judge of the Court, their
 19 spouses, and persons within the third degree of relationship to either of them, or the spouses of
 20 such persons.” *Id.*

21 Under the Settlement, Defendants agree to pay \$575,000 (the “Settlement Amount”) into a
 22 settlement fund that will be distributed to the class. *Id.* § 4.1.² The Settlement provides that the
 23 costs of settlement administration will be deducted from the settlement fund. *Id.* §§ 4.2, 5.1. The
 24 parties’ proposed Settlement Administrator, American Legal Claim Services, LLC, estimates that
 25 administrative costs will not exceed \$10,000. ECF No. 246-3 at 5. The Settlement also provides
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27 _____
 28 ² MSPB’s affiliate Morgan Stanley Mortgage Holding Co., LLC, will contribute \$205,000 to the
 fund and Ocwen and Citizens combined will provide the remaining \$370,000. Settlement § 4.1.

United States District Court
Northern District of California

1 that class counsel may apply to the Court for an award of attorneys’ fees and costs not to exceed
2 \$275,000, which will be deducted from the settlement fund, Settlement § 6.1, and that Stromberg
3 may apply to the Court for a case contribution award not to exceed \$5,000, which will also be
4 deducted from the settlement fund, *id.* § 7.1.

5 The Settlement Amount, less administrative costs, attorneys’ fees and costs, and a case
6 contribution award, will be distributed on a pro rata basis, with each loan (and its participating
7 holders) receiving an equal share. *Id.* § 4.2. In other words, “for each loan . . . , the same amount
8 of money will be paid, irrespective of whether there are one, two, or more borrowers on the loan.”
9 *Id.* Assuming holders of all 867 loans participate in the Settlement, approximately \$334.50 will be
10 allocated to each loan. ECF No. 246 at 15. If there are unclaimed funds due to the inability to
11 locate a class member or a class member’s failure to cash a settlement check, the funds will be re-
12 distributed to those class members who were located or, to the extent that any sums remain in the
13 settlement fund following such redistribution, paid on a *cy pres* basis to Self-Help Enterprises.
14 Settlement § 4.3.

15 In exchange, class members will release the following claims against Defendants:³

[A]ny and all claims, actions, causes of action, offsets or liabilities, whether known or unknown, suspected or unsuspected, contingent or matured, which Stromberg or any . . . Class Member has had, now has, or may in the future have arising out of or connected in any way with the alleged failure to execute and deliver to the Trustee the original note, deed of trust, request for a full reconveyance or other documents as may be necessary to reconvey, or cause to be reconveyed, a deed of trust securing the paid-off loans that are the basis for their identification as class members.

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21 *Id.* § 11.3. In addition, Stromberg will release a broader scope of individual claims: “all claims,
22 actions, causes of action, offsets and liabilities, whether known or unknown, suspected or
23 unsuspected, contingent or matured, which Stromberg has had, now has or may in the future have
24 arising out of or connected in any way with the loan which is the subject of the Litigation.” *Id.*

25
26 ³ The releases apply against “(i) MSPBNA, Ocwen or Citizens, (ii) each of their parents, subsidiaries, affiliates, investors, acquired companies, predecessors, or successors, (iii) beneficiaries or assignees of paid-off loans or deeds of trust serviced by Ocwen, and (iv) each officer, director, insurer, employee, agent, principal, investor, and attorney of each released corporation or entity.” Settlement § 11.2.
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1 § 11.4. “In agreeing to this Release, [Stromberg] explicitly acknowledges that unknown losses or
2 claims could possibly exist and that any present losses may have been underestimated in amount
3 or severity.” *Id.* The Release does not include Stromberg’s “claims against Ocwen only, both on
4 her own behalf and on the behalf of putative class members in the Litigation who are not Multi-
5 Defendant Settlement Class Members.” *Id.* § 11.9.⁴

6 Stromberg proposes the following notice plan to inform class members of the Settlement.
7 Within 30 days of preliminary approval, the Settlement Administrator will send notice via first
8 class mail, using last known addresses from Ocwen’s records. *Id.* § 8.1; *see also* ECF No. 246 at
9 11. By the same date, the Settlement Administrator will also establish and maintain a free
10 website, www.ocwenreconveyancesettlement.com, containing the Settlement and other relevant
11 documents. Settlement § 8.2; ECF No. 246-2 at 42. For those class members whose mailed
12 notices are returned or are otherwise undeliverable, Ocwen, on request, will provide email
13 addresses and social security numbers to aid the Settlement Administrator in obtaining a current
14 address. Settlement § 5.3.

15 Class members will have 60 days after notice is sent to opt out of the Settlement. *Id.*
16 § 2.223. Stromberg’s counsel will file its motion for attorney’s fees and costs 60 days after notice
17 is sent to Settlement Class Members. ECF No. 246 at 17. The deadline for class members to
18 object to the Settlement shall be no earlier than 14 days after class counsel submits their
19 application for fees and costs. Settlement § 2.22.

20 In the event that more than five percent of class members opt out of the Settlement,
21 Defendants will have the unilateral right to terminate the agreement. Settlement § 13.3.

22 **II. CLASS CERTIFICATION**

23 **A. Legal Standard**

24 Class certification under Federal Rule of Civil Procedure 23 is a two-step process. First, a
25 plaintiff must demonstrate that the four requirements of Rule 23(a) are met: numerosity,
26 commonality, typicality, and adequacy. “Class certification is proper only if the trial court has
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28 ⁴ As the parties confirmed at the hearing on their first motion for preliminary approval, this provision preserves Stromberg’s right to appeal the Court’s grant of summary judgment to Ocwen.

1 concluded, after a ‘rigorous analysis,’ that Rule 23(a) has been satisfied.” *Wang v. Chinese Daily*
2 *News, Inc.*, 737 F.3d 538, 542-43 (9th Cir. 2013) (quoting *Wal-Mart Stores, Inc.*, 564 U.S. at 351).

3 Second, a plaintiff must establish that the action meets one of the bases for certification in
4 Rule 23(b). Stromberg relies on Rule 23(b)(3) and must therefore establish that “questions of law
5 or fact common to class members predominate over any questions affecting only individual
6 members, and that a class action is superior to other available methods for fairly and efficiently
7 adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

8 When determining whether to certify a class for settlement purposes, a court must pay
9 “heightened” attention to the requirements of Rule 23. *Amchem Prods., Inc. v. Windsor*, 521 U.S.
10 591, 620 (1997). “Such attention is of vital importance, for a court asked to certify a settlement
11 class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the
12 proceedings as they unfold.” *Id.*

13 **B. Analysis**

14 For the reasons set forth below, the Court grants the request to provisionally certify the
15 settlement class.

16 **1. Rule 23(a)(1): Numerosity**

17 Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is
18 impracticable.” Fed. R. Civ. P. 23(a)(1). “Plaintiffs need not state an exact number to meet the
19 threshold requirements of Rule 23. Rather, the rule ‘requires examination of the specific facts of
20 each case and imposes no absolute limitations.’” *West v. Cal. Servs. Bureau, Inc.*, 323 F.R.D. 295,
21 303 (N.D. Cal. 2017) (quoting *Gen. Tel. Co. of the Nw. Inc. v. Equal Employment Opportunity*
22 *Comm’n*, 446 U.S. 318, 330, (1980)). A class or subclass with more than 40 members “raises a
23 presumption of impracticability based on numbers alone.” *Hernandez v. Cty. of Monterey*, 305
24 F.R.D. 132, 153 (N.D. Cal. 2015) (citation omitted).

25 Stromberg asserts that, based on the number of loans at issue, there are at least 867 class
26 members. ECF 246 at 26. The Court concludes that Stromberg has satisfied her burden to show
27 that the number of putative class members is sufficiently numerous that their joinder would be
28 impracticable.

United States District Court
Northern District of California

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2. Rule 23(a)(2): Commonality

Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). A common question is one “capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc.*, 564 U.S. at 350. For the purposes of Rule 23(a)(2), “even a single common question” is sufficient. *Id.* at 359 (quotation marks and internal alterations omitted).

The renewed motion alleges that all the proposed class members suffered the same violation of the same statutory provision as a result of Defendants’ common practice. Proving this violation requires resolving common questions of law and fact, such as how long Defendants waited to reconvey deeds to trustees and whether the reconveyance was timely. Accordingly, the proposed class satisfies the commonality requirement.

3. Rule 23(a)(3): Typicality

In certifying a class, courts must find that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed R. Civ. P. 23(a)(3). “The purpose of the typicality requirement is to assure that the interest of the named representative aligns with the interests of the class.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). “The test of typicality ‘is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.’” *Id.* (quoting *Schwartz v. Harp*, 108 F.R.D. 279, 282 (C.D. Cal. 1985)).

Stromberg’s claim arises from a home equity line of credit serviced by Ocwen. ECF No. 246 at 12. Like the other proposed class members, she alleges that Defendants failed to timely execute and deliver documents necessary to reconvey her deed of trust after she paid off the loan, as required by California Civil Code § 2941(b). ECF No. 246-6 ¶ 15. These allegations rely on Defendants’ common practices and are subject to the same relief. The typicality requirement is thus satisfied.

1 **4. Rule 23(a)(4): Adequacy**

2 “[T]he adequacy of representation requirement . . . requires that two questions be
3 addressed: (a) do the named plaintiffs and their counsel have any conflicts of interest with other
4 class members and (b) will the named plaintiffs and their counsel prosecute the action vigorously
5 on behalf of the class?” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 462 (9th Cir. 2000).

6 No party has suggested, and the Court has not found, any evidence in the record suggesting
7 that Stromberg has any conflict of interest with the other class members. She shares common
8 claims with the other proposed members of the class and seeks the same relief they do. ECF No.
9 246 at 28. Additionally, Stromberg’s counsel have submitted declarations showing their
10 experience litigating consumer class action claims and have vigorously prosecuted this action
11 throughout the course of the litigation. ECF Nos. 246-1, 246-5, 246-6, 246-7. The Court
12 concludes that Stromberg and her counsel will adequately represent the proposed class.

13 **5. Rule 23(b)(3): Predominance and Superiority**

14 To certify a Rule 23 damages class, the Court must find that “questions of law or fact
15 common to class members predominate over any questions affecting only individual members,
16 and [that] a class action is superior to other available methods for fairly and efficiently
17 adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The predominance inquiry “tests whether
18 proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*
19 *Prods., Inc.*, 521 U.S. at 623. “When common questions present a significant aspect of the case
20 and they can be resolved for all members of the class in a single adjudication, there is clear
21 justification for handling the dispute on a representative rather than on an individual basis.”
22 *Hanlon*, 150 F.3d at 1022.

23 The key questions in this case are 1) whether Defendants are beneficiaries or assignees of
24 certain deeds of trust on loans serviced by Ocwen, and 2) whether they failed to timely deliver to
25 the trustees documents necessary for reconveyance. ECF No. 246 at 28. These questions can be
26 answered using loan and lien release data maintained by Ocwen. *Id.* Because Defendants’
27 reasons for failing to timely deliver these documents are irrelevant under California Civil Code
28 § 2941(b), *id.*, there are no disparate defenses. Accordingly, common questions of law and fact

1 predominate and this dispute is best adjudicated on a representative basis.

2 The Court concludes that provisional certification of the proposed class is appropriate for
3 the purposes of settlement.

4 **III. MOTION FOR PRELIMINARY APPROVAL**

5 Having negotiated a new settlement agreement that they believe addresses the Court's
6 concerns, the parties again seek preliminary approval of the agreement, provisional certification of
7 the settlement class, and an order directing notice to the putative class and setting a fairness
8 hearing. ECF No. 246 at 10. The Court will first address the parties' revisions to the settlement
9 agreement.

10 **A. Legal Standard**

11 The Ninth Circuit maintains a "strong judicial policy" that favors the settlement of class
12 actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). Rule 23 requires
13 courts to employ a two-step process in evaluating a class action settlement. First, the parties must
14 show "that the court will likely be able to . . . (i) approve the proposal under Rule 23(e)(2)." Fed.
15 R. Civ. P. 23(e)(1)(B). In other words, a court must make a preliminary determination that the
16 settlement "is fair, reasonable, and adequate" when considering the factors set out in Rule
17 23(e)(2). Fed. R. Civ. P. 23(e)(2). The court's task at the preliminary approval stage is to
18 determine whether the settlement falls "within the range of possible approval." *In re Tableware*
19 *Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (citation omitted); *see also* Manual
20 for Complex Litigation, Fourth ("MCL, 4th") § 21.632 (FJC 2004) (explaining that courts "must
21 make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement
22 terms and must direct the preparation of notice of the certification, proposed settlement, and date
23 of the final fairness hearing"). "The initial decision to approve or reject a settlement proposal is
24 committed to the sound discretion of the trial judge." *City of Seattle*, 955 F.2d at 1276 (citation
25 omitted). Courts "must be particularly vigilant not only for explicit collusion, but also for more
26 subtle signs that class counsel have allowed pursuit of their own self-interests and that of certain
27 class members to infect the negotiations." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d
28 935, 947 (9th Cir. 2011).

1 If no class has yet been certified, a court must likewise make a preliminary finding that it
2 “will likely be able to . . . (ii) certify the class for purposes of judgment on the proposal.” Fed. R.
3 Civ. P. 23(e)(1)(B). If the court makes these preliminary findings, it “must direct notice in a
4 reasonable manner to all class members who would be bound by the proposal.” *Id.* Second, the
5 court must hold a hearing pursuant to Rule 23(e)(2) to make a final determination of whether the
6 settlement is “fair, reasonable, and adequate.”

7 Within this framework, preliminary approval of a settlement is appropriate if “the proposed
8 settlement appears to be the product of serious, informed, non-collusive negotiations, has no
9 obvious deficiencies, does not improperly grant preferential treatment to class representatives or
10 segments of the class, and falls within the range of possible approval” *In re Tableware*, 484
11 F. Supp. 2d at 1079 (citation omitted). The proposed settlement need not be ideal, but it must be
12 fair and free of collusion, consistent with counsel’s fiduciary obligations to the class. *Hanlon v.*
13 *Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998), *overruled on other grounds by Wal-Mart*
14 *Stores, Inc. v. Dukes*, 564 U.S. 338 (2011) (“Settlement is the offspring of compromise; the
15 question we address is not whether the final product could be prettier, smarter or snazzier, but
16 whether it is fair, adequate and free from collusion.”). To assess a settlement proposal, courts
17 must balance a number of factors:

18 [T]he strength of the plaintiffs’ case; the risk, expense, complexity, and likely
19 duration of further litigation; the risk of maintaining class action status throughout
20 the trial; the amount offered in settlement; the extent of discovery completed and
21 the stage of the proceedings; the experience and views of counsel; the presence of a
22 governmental participant; and the reaction of the class members to the proposed
23 settlement.

24 *Id.* at 1026 (citations omitted).⁵ The proposed settlement must be “taken as a whole, rather than
25 the individual component parts,” in the examination for overall fairness. *Id.* Courts do not have

26 ⁵ These factors are substantially similar to those articulated in the 2018 amendments to Rule 23(e),
27 which were not intended “to displace any factor [developed under existing Circuit precedent], but
28 rather to focus the court and the lawyers on the core concerns of procedure and substance that
should guide the decision whether to approve the proposal.” *Hefler v. Wells Fargo & Co.*, No. 16-
CV-05479-JST, 2018 WL 6619983, at *4 (N.D. Cal. Dec. 18, 2018) (quoting Fed. R. Civ. P.
23(e)(2) advisory committee’s note to 2018 amendment).

1 the ability to “delete, modify, or substitute certain provisions”; the settlement “must stand or fall in
2 its entirety.” *Id.* (citation omitted).

3 **B. Analysis**

4 In its order on Stromberg’s first motion for preliminary approval, the Court noted that the
5 settlement “appears to present the class with a substantial recovery unburdened by an unnecessary
6 claims process.” ECF No. 245 at 7. But it denied the motion for two reasons: 1) concerns with
7 the attorney’s fees provisions, and 2) the parties’ request that the Court appoint a *cy pres* recipient.
8 The Court concludes that the parties have corrected both deficiencies.

9 **1. Attorney’s Fees**

10 In the first settlement agreement, Plaintiffs proposed to seek an attorney’s fees award of
11 \$275,000 and an incentive award of \$5,000 to Stromberg personally. ECF No. 245 at 8. The
12 Court identified three concerns with this provision. First, that amount of attorney’s fees, if
13 awarded, would have constituted 47.4 percent of the \$580,000 that Defendants had committed to
14 pay overall – well above the 25 percent Ninth Circuit benchmark for attorney’s fees. *Id.* Second,
15 Defendants agreed not to oppose the fee request. *Id.* Third, if the Court had awarded class
16 counsel less than the requested \$275,000, the remaining amount would have reverted to
17 Defendants rather than the class. *Id.*

18 The Settlement still provides that class counsel may apply to the Court for an award of
19 attorneys’ fees and costs not to exceed \$275,000 and that Stromberg may apply for an incentive
20 award of \$5,000. Settlement §§ 6.1, 7.1. However, Defendants have now agreed to contribute a
21 set amount (\$575,000) to a settlement fund. *Id.* § 4.1. If the Court awards less than the requested
22 amounts as attorney’s fees or an incentive award, the remainder of the settlement fund will be
23 redistributed among the class. *Id.*; ECF No. 246 at 9. The parties have also dropped the “clear
24 sailing” provision in which Defendants agreed not to oppose Plaintiff’s motions for attorney’s fees
25 and costs and the case contribution award. ECF No. 246 at 9.

26 These modifications allay the Court’s concerns about *Bluetooth* indicia of collusion. ECF
27 No. 245 at 8. The Court finds that the structure of the settlement fund no longer poses a barrier to
28 approval.

United States District Court
Northern District of California

2. Cy Pres Recipient

In their first settlement proposal, the parties agreed that funds from uncashed checks to class members would revert to a *cy pres* recipient named by the Court. ECF No. 245 at 11. The Court informed the parties that it is their responsibility to name a *cy pres* recipient and that they bear the burden of showing a “a driving nexus between the plaintiff class and the *cy pres* beneficiaries.” *Dennis v. Kellogg Co.*, 697 F.3d 858, 865 (9th Cir. 2012) (citation omitted).

The current Settlement names Self-Help Enterprises as the *cy pres* recipient. Settlement § 4.3. Stromberg describes Self-Help Enterprises as “a non-profit agency that provides counseling, among other services, to homeowners and potential homeowners in California, an appropriate *cy pres* recipient inasmuch as the claims in this case relate to homeownership and mortgages in California and inasmuch as none of the parties have any relationship with Self-help Enterprises” (sic). ECF No. 246 at 8. The parties have met their burden to identify a *cy pres* beneficiary, and to show a “driving nexus” between the plaintiff class and that beneficiary.

CONCLUSION


Because Stromberg’s renewed motion for preliminary approval and provisional certification corrects the deficiencies addressed in the Court’s earlier order, the Court GRANTS the motion. The proposed class is hereby provisionally certified for the purposes of settlement. The Court grants preliminary approval of the settlement and approves of the proposed notice procedure and form. The Court will hold a final approval hearing February 26, 2020.

DEADLINE	EVENT
July 29, 2019	Deadline for Defendants to serve CAFA Notice
September 16, 2019	Deadline for Defendant Ocwen to provide Settlement Administrator with an up-to-date list of class members’ names, property addresses, last known mailing addresses (if available), loan numbers and payoff dates
October 9, 2019	Deadline for Settlement Administrator to mail notice

1 2 3 4 5 6 7	October 9, 2019	Deadline for Settlement Administrator to make the settlement website available
8	October 15, 2019	Deadline for Class Counsel to file their motion for attorneys' fees, costs, and incentive award to the class representative
9	December 9, 2019	Deadline for Class Members to submit opt-out requests or objections
10	December 20, 2019	Deadline for the Parties to file responses to objections and for Class Counsel to file a motion for final approval

IT IS SO ORDERED.

Dated: September 9, 2019



 JON S. TIGAR
 United States District Judge

United States District Court
Northern District of California

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