

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION**

**TRACIE PARKER DOBBINS, et al.**

Plaintiffs,

v.

**BANK OF AMERICA N.A., et al.,**

Defendant.

Case No.: SAG-17-0540

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT OF ALL CLAIMS**

UPON CONSIDERATION of the Motion for Preliminary Approval of Class Action Settlement of All Claims, ECF No. 85 (the “Preliminary Approval Motion”) in the above-captioned case, filed herein by Plaintiffs Tracie Parker Dobbins and Gladys Parker (collectively, the “Class Representatives” or “Plaintiffs”), it is hereby ORDERED, this 10th day of January, 2022, ~~2021~~, that:

1. The Preliminary Approval Motion is hereby GRANTED.
2. The Court preliminarily finds, pursuant to Fed. R. Civ. P. 23(e), that the settlement reflected in the Settlement Agreement dated as of 12/1/2021 (the “Settlement” or “Settlement Agreement”) and filed as Exhibit 1 to Plaintiffs’ Memorandum of Law Supporting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, ECF No. 85-2, constitutes a fair, reasonable, and adequate settlement of disputed and complex claims.
3. The Court further finds that the settlement class shall be the class of borrowers certified by this Court on August 28, 2020 (ECF No. 69) and defined as:

All individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated or brokered by Bank of America, N.A., for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009 and December 31, 2014. Exempted from this class is any person who, during the period of January 1, 2009 through December 31, 2014, was an employee, officer, member, and/or agent of Bank of America, N.A., Genuine Title, LLC, and/or Competitive Advantage Media Group, LLC.

4. The Court further finds that the Class Representatives shall be Tracie Parker Dobbins and Gladys Parker as appointed by this Court on August 28, 2020 (ECF No. 69).

5. The Court finds that Plaintiffs' Counsel shall be Michael Paul Smith and Melissa English of the law firm Smith, Gildea, & Schmidt, LLC and Plaintiff's co-counsel, Timothy J. Maloney and Veronica Nannis of the law firm Joseph, Greenwald & Laake, P.A, as appointed by this Court on August 28, 2020 (ECF No. 69).

6. The Court finds that the Settlement was reached through an arms-length negotiation after due investigation and discovery by Plaintiffs' Counsel, and that the Settlement provides significant benefits for the Settlement Class as described in Section 6 of the Settlement Agreement.

7. JND Legal Administration is hereby designated as Settlement Administrator for the Settlement. The Settlement Administrator shall undertake those duties as are defined in Section 9.3 of the Settlement Agreement, including the administration of the Settlement including issuing the Notice, preparing reports regarding the Notice, accepting and reporting on Requests for Exclusion, establishing and maintaining a website and call center relating to the Settlement, remitting the payment of Settlement Benefits from the Common Fund, and issuing applicable tax documents. The Settlement Administrator will be retained and paid by Bank of America, N.A.

8. The Court finds that the Notice Plan proposed by parties in Section 10 of the Settlement Agreement, which requires that a Notice to be mailed to each Settlement Class

Member's last known address available for the primary borrower and postings on the Settlement Website under this Settlement, constitutes the best practicable notice of the proposed Settlement and is thus approved by the Court under Fed. R. Civ. P. 23(e).

9. The Court hereby approves the proposed Notice for mailing to Settlement Class members attached to the Settlement Agreement as Exhibit A, with the instruction that the Settlement Administrator insert the Objection Deadline, Exclusion Deadline, and date and location of the Final Fairness Hearing as specified therein and as established in Sections 15 and 19 of this Order.

10. Members of the Settlement Class shall have the right to opt-out of the Settlement Class by sending a written Request for Exclusion from the Settlement Class to the Settlement Administrator at the address listed in the Notice. Requests for Exclusion must be personally signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their Bank of America mortgage loan, and must include the requester's full name and current address, the full name and current address of any co-borrower(s) on their Bank of America mortgage loan, the address of the property that secured their Bank of America mortgage loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Class and their co-borrower(s), if any, wish to opt-out of the Settlement Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

11. A person who submits a valid and timely Request for Exclusion shall not be bound by the Settlement Agreement, or any Final Approval Order and Judgment relating thereto. Such persons also will not be entitled to receive any Settlement Benefits under the Settlement Agreement.

12. Any Settlement Class member who does not properly and timely submit a Request for Exclusion shall be automatically included in the Settlement Class and shall be bound by all the terms and provisions of the Settlement Agreement, the Settlement, this Order Granting Preliminary Approval of Settlement, and any Final Approval Order and Judgment, whether or not such Settlement Class Member received actual notice or objected to the Settlement. Those Settlement Class Members who do not properly and timely submit Requests for Exclusion by the Exclusion Deadline are hereby preliminarily enjoined from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 14 of the Settlement Agreement from the date of this Order until the entry of an Order by this Court granting Final Approval to the Settlement.

13. Settlement Class Members who do not request to be excluded from the Settlement Class may object to the Settlement. Settlement Class Members who choose to object to the Settlement must do so by filing a written objection in accordance with the instructions in the Notice at the address listed in the Notice, and by mailing a copy thereof to the Parties' counsel. All Objections must be personally signed by the person(s) making the objection, or a legal guardian authorized to act on their behalf and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any evidence or legal authority that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their Bank of America mortgage loan, the address of the property which secured their Bank of America mortgage loan, and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed and their co-borrower(s), if any, object to the Settlement. If the person on whose behalf the objection is filed, or an attorney or legal guardian authorized to act on their behalf,

intends to appear at the Final Fairness Hearing, the Objection must so state. Objections will be considered at the Final Fairness Hearing, if not previously withdrawn.

14. Any Settlement Class Members who do not file a timely and adequate Objection in accordance with this Order waive the right to object or to be heard at Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

15. A Final Fairness Hearing on the Settlement will be held before this Court in Courtroom TBD\* at the United States District Court for the District of Maryland, 6500 Cherrywood Lane Greenbelt, MD 20770, on April 12, 2022 at 10:00 a.m. a.m./p.m., or such other later date or other location as may be set by the Court and reflected on the online Docket for this case. The Final Fairness Hearing may also be held telephonically, by videoconferencing or other method reasonable under the circumstances and pursuant to any Standing Orders of the Court. Should the Final Fairness Hearing be held by any method other than in person hearing, the Court shall issue and publish on the Settlement Website instructions for the Settlement Class Members attendance and participation in the Final Fairness Hearing in accordance with any applicable provisions of the Settlement Agreement.

16. At the Final Fairness Hearing, the Court will consider, *inter alia*, the following: (a) any timely objections to the fairness, reasonableness, and adequacy of the Settlement; (b) the dismissal with prejudice of this action as to Defendant Bank of America, N.A.; (c) whether Class Counsel's petition for attorneys' fees and expenses should be granted and any objections or opposition thereto; (d) whether the Class Representatives' petition for service awards should be granted and any objections or opposition thereto; (e) whether to grant final approval to the Settlement and to the release of claims as set forth in Section 14 of the Settlement Agreement; (f) whether to permanently enjoin all Settlement Class Members who have not submitted timely and

\*The parties should check the docket and Court calendar for a courtroom assignment closer to the date of the hearing.

valid Requests for Exclusion from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 14 of the Settlement Agreement; and (g) whether the Court should enter an order expressly determining that there is no just reason for delay and expressly directing that any judgment by the Court approving the Settlement should be deemed a final judgment under Fed. R. Civ. P. 54(b) with respect to all Released Claims as defined in Section 14.2 of the Settlement.

17. In the event that the Settlement does not receive Final Approval or the Orders of the Court approving the Settlement do not reach Finality, the Settlement shall terminate and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Litigation or otherwise, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing immediately prior to the execution of this Settlement.

18. Counsel for the Settling Parties are directed to maintain in confidence and shall not produce to any persons or entities who are not a party to the Settlement (other the Settlement Administrator), any personal, confidential, or financial information relating to Settlement Class members now or hereafter acquired by them absent a specific Court order requiring the production of information, after using their best efforts to resist the production thereof, and then only if such information is redacted to the extent feasible.

19. The following dates and deadlines are established by the Court in connection with the Settlement, which may be modified by the court for good cause:

- Deadline for Completion of the Notice Plan: 21 days from the date of this Order;
- Deadline for Requests of Exclusion: 45 days after the date the Notice is mailed to the Settlement Class;

- Deadlines for the filing of Objections: 45 days after the date the Notice is mailed to the Settlement Class;
- Deadline for the filing of the Petition for Class Counsel's Fees and Costs: no later than 35 days before the Final Fairness Hearing;
- Deadline for the filing of the Petition for Class Representatives' Service Awards: no later than 35 days before the Final Fairness Hearing; and
- Deadline for filing of the Joint Motion Seeking Final Approval of Settlement: not less than 21 days prior to the Final Fairness Hearing.



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Timothy J. Sullivan, U.S. Magistrate Judge