

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GREGORY FRANKLIN, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

CASE NO.: 3:18-CV-03333-SI

FINAL JUDGMENT

Complaint Filed: June 5, 2018
Judge: Hon. Susan Illston
Courtroom: 1, 17th Floor

This Litigation having settled pursuant to the Settlement Agreement (“Agreement”) as well as the Addendum to the Settlement Agreement (“Addendum”) and the Court having entered an Order Granting Final Approval of Class Action Settlement and Dismissing Plaintiff’s Claims (the “Final Approval Order”), IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Unless otherwise defined, all capitalized terms in this Judgment shall have the same meaning as they do in the Agreement.

2. Judgment is hereby entered on the First Amended Complaint filed on August 17, 2018 (Dkt. No. 18), in accordance with Rule 58(a) of the Federal Rules of Civil Procedure.

3. All of Plaintiff’s and Settlement Class Members’ claims in this Litigation that are Released Claims are hereby dismissed on the merits and with prejudice, without fees (including attorneys’ fees) or costs to any Party except as otherwise provided in the Agreement and Final Approval Order.

a. “Plaintiff” means Gregory Franklin.

b. “Settlement Class Members” are members of the “Class,” which consists of the following:

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All persons in California whose cellular telephone conversation on at least one outgoing call from Defendant was recorded by Defendant and/or its agent/s without that person’s consent between November 1, 2015 and November 30, 2015, inclusive (the “Class Period”).

Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Settlement Class.

- c. “Ocwen” means Ocwen Loan Servicing, LLC.
- d. “Affiliate” of an entity means any person or entity which controls, is controlled by, or is under common control with such entity directly or indirectly through one or more intermediaries. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

4. All Releasing Persons have released the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

- a. “Released Claims” means the claims released as provided for in Section 10 of the Settlement Agreement.
- b. “Released Parties” means: Ocwen and each of its respective divisions, parents, subsidiaries, predecessors, investors, parent companies, and Affiliates, whether past or present, any direct or indirect subsidiary of Ocwen and each of their respective divisions, parents, subsidiaries, predecessors, investors, parent companies, and Affiliates, whether past or



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present, and all of their officers, directors, employees, agents, brokers, distributors, and representatives.

c. “Releasing Persons” means: Plaintiff, all Class Members who do not submit a Request for Exclusion, and their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

5. Without affecting the finality of this Judgment, the Court retains jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Agreement and the Releases contained in therein, including jurisdiction to enter such further orders as may be necessary or appropriate to administer and implement the terms and provisions of the Agreement.

6. The First Amended Complaint is hereby dismissed with prejudice.

7. Settlement Class Members shall promptly dismiss with prejudice all Released Claims brought by any Settlement Class Member in any jurisdiction.

DONE and ORDERED in Chambers in San Francisco, California, this 26th day of August, 2022.



Hon. Susan Illston
UNITED STATES DISTRICT JUDGE