

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.: 502017CA003860XXXXMB AG

HSBC BANK USA, NATIONAL  
ASSOCIATION AS TRUSTEE FOR SG  
MORTGAGE SECURITIES TRUST 2005  
OPTI ASSET-BACKED CERTIFICATES  
SERIES 2005-OPTI,

Plaintiff/Counter-Defendant,

vs.

MONIQUE L'ITALIEN, and STEFANIE  
L'ITALIEN, etc., et. ux., et al.,

Defendants/Plaintiffs-in-Counterclaim,

vs.

HSBC BANK USA, NATIONAL  
ASSOCIATION AS TRUSTEE FOR SG  
MORTGAGE SECURITIES TRUST 2005  
OPTI ASSET-BACKED CERTIFICATES  
SERIES 2005, and OCWEN LOAN  
SERVICING, LLC,

Defendants-in-Counterclaim.

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**ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND REQUIRE  
DISTRIBUTION OF CLASS DAMAGES, ATTORNEY FEES AND COSTS AND  
CLASS REPRESENTATIVE FEES**

This matter came before the Court on Monique L'Italien, as class representative, and Class Plaintiffs (who, with Monique L'Italien are referred to herein as "Class Plaintiffs"), Motion For Final Approval Of Settlement And To Approve Distribution Of Class Damages, Attorney Fees and Costs and Class Representative Fees. Having reviewed

the Motion and the attached exhibits and having heard argument of counsel, the Court

**GRANTS** the Motion and makes the following rulings:

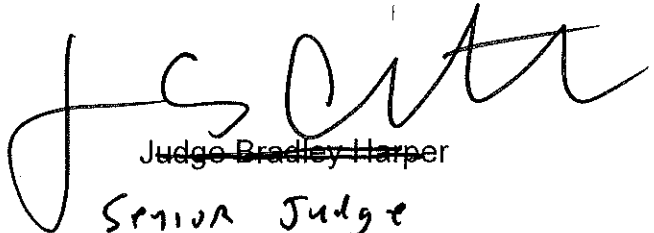
1. The Court has personal jurisdiction over all Settlement Class Plaintiffs, and subject matter jurisdiction over the claims asserted, and venue before the Court is proper.
2. The Court finds that the Settlement and Release Agreement attached to Class Plaintiffs' Motion as **Exhibit A** is fair reasonable and adequate, and the terms of the Agreement are given final and complete effect.
3. In accordance with the terms of the Settlement Agreement, Settlement Class Plaintiffs are barred from filing, commencing, prosecuting, intervening in (as class members or otherwise) any Released Claims as that term is defined in the Settlement and Release Agreement, and by entry of the Final Judgment, the Settlement Class Plaintiffs have forever released, relinquished, and discharged the Released Persons from any and all Released Claims as those terms are defined in the Settlement and Release Agreement. For clarity purposes, the definition of "Released Claims" as defined in the Settlement and Release Agreement does **not** include claims unrelated to this Class Action Litigation and does not include any related or unrelated claim to the extent it arises from actions undertaken after the effective date of the Settlement and Release Agreement.
4. The Court further authorizes the Settling Parties to implement the terms of the Settlement Agreement which shall include the following.
  - a. That the Counterclaim Defendants, within 30 days from the date of this Order, transmit to the Class Administrator \$1,200,000.00 less any amounts related to the Active Loans in accordance with Section II(b) of the attached **Exhibit A**. That within 30 days after the reduction in balance is effectuated, Counterclaim Defendants shall notify, either on its own or through the Class Administrator, each such class member that the specific amount(s) of their account balance has been reduced and provide a copy of such notice to Class Counsel and the Class Administrator.
  - b. That the Counterclaim Defendants, within 30 days from the date of this Order, transmit to the trust account of Silber & Davis \$1,990,000.00 the agreed upon amount of attorney fees and costs. As to the amount of the attorney fees and costs, the Court took into consideration that this amount is a separate payment that will not reduce the monetary damages for the Class Plaintiffs. The Court further considered the affidavit of retired Judge Lucy Chernow Brown in support of the attorney

fees. The Court is aware that this was a complex class action case, that was highly contested for six years. The Court also recognizes that class action litigation of this nature requires expertise, knowledge and experience that only a small number of lawyers possess.

- c. That the Counterclaim Defendants, within 30 days from the date of this Order transmit to the trust account of Silber & Davis, \$10,000.00, the agreed upon Class Representative Fees for Class Representative Monique L'Italien.
  - d. That the Class Administrator be authorized to distribute the appropriate monetary damages via check to the class members. Counterclaim Defendants will be responsible for the administrative costs incurred by the Class Administrator after the effective date of the Settlement and Release Agreement in relation to sending out the Class Notice, and all costs in relation to providing the settlement checks to Class Members as outlined in **Exhibit A**.
  - e. That Class Counsel is authorized to distribute attorney fees and costs, and the Class Representative fees.
5. The Court reserves jurisdiction to enforce the terms of the Settlement and Release Agreement, including the issuance of any related Orders necessary to effectuate the settlement between the parties and its implementation.

DONE and ORDERED at West Palm Beach, Palm Beach County, Florida this

18 day of February 2026.



Judge Bradley Harper

Senior Judge

John S. Kastrenakes

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