

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**A class action settlement may affect your rights if you paid a fee to Ocwen on or after July 26, 2015 or to PHH on or after July 30, 2015 to make a mortgage loan payment by telephone, through an interactive voice response telephone system, or through the internet.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

**PARA VER ESTE AVISO EN ESPAÑOL, VISITE [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com)**

A settlement of \$7,000,000.00 has been reached in a class action lawsuit alleging that Ocwen Loan Servicing, LLC (“Ocwen”) and PHH Mortgage Corporation (“PHH,” and with Ocwen, “Defendants” or the “PHH Defendants”) violated the Rosenthal Fair Debt Collection Practices Act (“Rosenthal Act”) and the California Unfair Competition Law (“UCL”) by charging fees to borrowers for making loan payments by methods not specified for in their loan documents, such as by telephone, through interactive voice response telephone system (“IVR”), or through the internet (“Convenience Fees”). For much of the period at issue in this lawsuit, Ocwen and PHH used the “Speedpay™” service to facilitate these kinds of payments, so the Convenience Fees charged by Ocwen and PHH were often referred to as “Speedpay” fees. Ocwen and PHH deny that they did anything wrong and the Court has not decided who is right. Ocwen, PHH, and the Plaintiff, Lawrence Torliatt, (together with PHH and Ocwen, the “Parties”), agreed to enter into this Settlement to avoid the uncertainties, delays, and expenses of ongoing litigation, while providing class members with definite benefits now. **The purpose of this Notice is to inform you of the class action and the proposed Settlement so that you may decide what to do.**

**QUICK SUMMARY OF SETTLEMENT**

**WHO’S INCLUDED? Ocwen’s and PHH’s records indicate that you may be a “Settlement Class Member.”** The “Settlement Class” consists of all borrowers on residential mortgage loans with mortgaged property located in the State of California who, between July 26, 2015 and June 24, 2022, paid a Convenience Fee to Ocwen or between July 30, 2015 and June 24, 2022, paid a convenience fee to PHH to make a due and owing monthly payment over the telephone, by IVR, or online. A payment is considered “due and owing” if it was made on or after the date the payment was due. Excluded from the Settlement Class are all employees of Ocwen and/or PHH and all members of the Settlement Class in *McWhorter, et al. v. Ocwen Loan Servicing, LLC, et al.*, No. 2:15-cv-01831-MHH (N.D. Ala. Aug. 1, 2019).

**WHAT ARE THE SETTLEMENT TERMS?**

**What the Settlement Class is getting:**

**Monetary Relief.** Defendants have agreed to create a \$7,000,000.00 settlement fund (the “Settlement Fund”), which will be distributed to Settlement Class Members (after first deducting costs of administration and any fees, expenses or service awards that the Court awards Plaintiff and the attorneys representing the Settlement Class (“Class Counsel”). The Settlement Fund will be calculated and distributed on a loan-by-loan basis. Every loan for which a Settlement Class Member paid a Convenience Fee to Ocwen or PHH during the relevant time periods will receive an Individual Allocation from the Settlement Fund. Each such “Class Loan” will be entitled to receive an Individual Allocation, calculated based on the proportion of Convenience Fees paid to and retained by PHH Defendants on that Class Loan on due and owing payments during the relevant time periods, as compared to the total aggregate amount of all Convenience Fees paid to and retained by the PHH Defendants during those periods. As a result, payments made on Class Loans with multiple borrowers shall be treated as joint payment for purposes of this calculation, such that each Class Loan will be entitled to only one Individual Allocation of the remaining balance of the Settlement Fund. Co-debtors, joint-borrowers, and multiple obligors on a single Class Loan are not entitled to a separate Individual Allocation on the same Class Loan.

**Other Relief.** The PHH Defendants have also agreed to stop charging Convenience Fees to California residents whose loan is subject to the Rosenthal Act—*i.e.*, California residents who are making a “due and owing” payment, which is a payment on or after the payment’s due date—for a period of two years from the Final Settlement Date.

**What the Settlement Class is giving up:**

In return for the relief that Defendants are providing, Settlement Class Members are deemed to have agreed to the following:

- **A release of any claims that they may have against Ocwen relating in any way to their payment of Convenience Fees during the period from July 26, 2015 through June 24, 2022 and against PHH relating in any way to their payment of Convenience Fees during the period from July 30, 2015 through June 24, 2022.** See Part 10 of this Notice below for more information concerning what the Settlement Class is giving up in the Settlement.

**HOW CAN I GET PAYMENT?**

You do not need to take any action to share in the relief offered by the Settlement. If you have moved since making a payment and paying a Convenience Fee to Ocwen or PHH, you may notify the Settlement Administrator of your new mailing address by writing to: Torliatt Mortgage Fee Settlement Administrator, P.O. Box 5100, Larkspur, CA 94977-5100.

**WHAT ARE MY OTHER OPTIONS?**

**You can exclude yourself:** If you do not want to be bound by the Settlement, you must exclude yourself by **November 2, 2022**. Part 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval

by the Court, you will remain a member of the Settlement Class, you will receive your Individual Allocation, and you will be bound by the Settlement, including the release of claims against Ocwen and PHH.

**You can object:** You alternatively may object to the Settlement by **November 2, 2022**. Part 16 below explains what you need to do to object to the Settlement. The Court will hold a hearing on **November 16, 2022** beginning at **2:00 p.m.** to consider whether to finally approve the Settlement, as well as any request for attorneys' fees and litigation costs by Class Counsel and service award to Plaintiff Larry Torliatt (the "Fairness Hearing"). If you object, Part 20 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement but cannot file an objection and cannot speak at the Fairness Hearing.

The rest of this Notice provides you with a more detailed summary of the Settlement, and also more fully describes your legal rights and options. For even more information, please visit [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com) (the "Settlement Website"), at which you may download a complete copy of the "Stipulation of Settlement and Release" (together with all attached exhibits, the "Settlement"), a copy of the Court's Order Granting Unopposed Motion for Preliminary Approval of Settlement; and Plaintiff's forthcoming Motion for Attorney's Fees, Costs, and service award and forthcoming motion for Final Approval of the Settlement. *Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don't act.*

## BASIC INFORMATION

### 1. Why did I get this Notice?

If this Notice was addressed to you, then according to Defendants' records you paid a fee to make one or more mortgage loan payments to Ocwen on or after July 26, 2015 or to PHH on or after July 30, 2015 by telephone, through an IVR, or through the internet. Ocwen and PHH were not required by your loan documents to offer these optional payment methods, but nevertheless offered these extra payment methods in exchange for a Convenience Fee.

You have received this Notice because you have a right to know about a proposed Settlement of *Torliatt v. Ocwen Loan Servicing, LLC*, case number 3:19-cv-04303-WHO, pending in the United States District Court for the Northern District of California (the "Action"). This Notice describes the lawsuit, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement, the full terms of which are available for review at [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com). If there is any conflict between this Notice and the Settlement, the Settlement governs. You should review the Settlement before deciding what to do. Please share this Notice with any co-borrower(s) on your loan(s).

### 2. What is this lawsuit about?

Plaintiff alleges that Ocwen and PHH violated the Rosenthal Act and the UCL by charging Convenience Fees to borrowers for making loan payments by telephone, through IVR, or through the internet. Although Ocwen and PHH were not required to offer these payment methods, and although use of these extra payment methods was always purely optional, Plaintiff contends that such fees were still unlawful because they were not expressly authorized by the Settlement Class Members' underlying loan documents. Defendants deny that they did anything wrong because all customers who were charged a Convenience Fee (a) were informed in advance that the payment methods for which such fees were charged were entirely optional and the borrower's decision to use them would result in a disclosed charge amount, and (b) were required to expressly consent to the Convenience Fee before it was charged. Defendants contend that under both the plain language of the Rosenthal Act, other relevant law, and regulatory guidance issued by the Federal Trade Commission, separate fees for a separate, optional, entirely avoidable, and agreed-upon service do not violate the Rosenthal Act and do not violate the UCL. Defendants also contend that Convenience Fees are permitted by state and federal law.

Section 1788.30 of the Rosenthal Act provides that prevailing plaintiffs may recover any actual damages sustained as a result of a defendant's violation of the Rosenthal Act, if any, along with statutory damages not exceeding \$1,000.00 per borrower.

This Settlement is a compromise of these and other claims described in the Settlement, as explained in Part 10 below. Meanwhile, Part 22 of this Notice explains how you may obtain more information about the claims in this Action and Defendants' response to those claims. You can also visit [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com) to review Plaintiff's operative complaint, the Parties' proposed Settlement, and other documents related to this Action.

### 3. Why is this lawsuit a class action?

In a class action, one or more people, called class representatives (here Plaintiff Lawrence Torliatt), sue on behalf of all other people who have similar claims. Together, all of these people are called a class, and the persons in it are called class members. In a class action, one court resolves the claims of all class members, except for those who ask in writing to be excluded from the class. The Honorable William H. Orrick of the United States District Court for the Northern District of California is in charge of all aspects of this case, and has already given preliminary approval to the Settlement. Nevertheless, because the Settlement will determine the rights of the Settlement Class, the Parties must make the best effort practicable to send all of the Settlement Class Members notice before the Court can consider entering final approval of the Settlement and making it effective.

The Court has conditionally certified the Settlement Class for settlement purposes only. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section II.12 of the Settlement Agreement, the Settlement will become void, the Settlement Class will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Class.

#### 4. Why is there a Settlement?

The Court has not decided whether Plaintiff or Defendants would win this case. Instead, both sides agreed to the Settlement before any judgment was entered in the case. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a trial and possible appeals, while providing Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiff and Class Counsel believe the Settlement is in the best interests of the Settlement Class because it offers relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against Defendants to exclude themselves from the Settlement Class.

#### WHO IS IN THE SETTLEMENT

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

The Court decided that everyone who fits the following description is a member of the Settlement Class:

all borrowers on residential mortgage loans involving mortgaged property located in the State of California who, between July 26, 2015 and June 24, 2022 (the last day of the Class Period), paid a Convenience Fee to Ocwen or between July 30, 2015 and June 24, 2022, paid a convenience fee to PHH to make a due and owing monthly payment over the telephone, by IVR, or online. Excluded from the Class are (a) all employees of the PHH Defendants, (b) all members of the Settlement Class in *McWhorter, et al. v. Ocwen Loan Servicing, LLC, et al.*, No. 2:15-cv-01831-MHH, ECF No. 71 at 7 (N.D. Ala. Aug. 1, 2019), and (c) the federal district court and magistrate judges assigned to the Actions, along with persons within the third degree of relationship to them.

As noted in Part 1, if this Notice was addressed to you, then according to Defendants' records, you are a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as described in Part 11 of this Notice.

#### WHAT YOU CAN GET UNDER THE SETTLEMENT

#### 6. What relief does the Settlement provide?

Defendants have agreed to create the \$7,000,000.00 Settlement Fund which, if the Settlement obtains final approval, will be used first to pay Costs of Administration of the Settlement Fund, then any Court-awarded fees and expenses to Class Counsel and service award to the Plaintiff. Following the payment of any such fees, expenses, and service award, the remaining balance of the Settlement Fund will be divided and distributed among Plaintiff and the rest of the Settlement Class Members. The distributions of the Settlement Fund to Settlement Class Members are called "Individual Allocations."

Individual Allocations will be calculated on a loan-by-loan basis, not a borrower-by-borrower basis. Every loan for which a Settlement Class Member paid a Convenience Fee to Ocwen or PHH during the relevant time period (each "Class Loan") will receive an Individual Allocation from the Settlement Fund, calculated as follows. Individual Allocations will be divided and distributed among Plaintiff and those members of the Settlement Class who did not submit timely and valid exclusion requests. Each Class Loan remaining within the Settlement Class following the deadline to submit exclusion requests will be entitled to receive an Individual Allocation, calculated based on the proportion of Convenience Fees paid to and retained by the PHH Defendants on that Class Loan on due and owing payments during the relevant time periods, as compared to the total aggregate amount of all Convenience Fees paid to and retained by the PHH Defendants with respect to all Class Loans on due and owing payments during those periods. The purpose of this method of allocation is to ensure that the Settlement Fund is allocated equitably based on the relative amount of Convenience Fees charged to and paid with respect to each Class Loan. As a result, payments made on Class Loans with multiple borrowers shall be treated as joint payments for purposes of this calculation, such that each Class Loan will be entitled to only one Individual Allocation of the remaining balance of the Settlement Fund. Co-debtors, joint-borrowers, and multiple obligors on a single Class Loan are not entitled to a separate Individual Allocation on the same Class Loan.

The actual amount that each Settlement Class Member will receive as an Individual Allocation will ultimately depend on a variety of factors, including whether and in what amounts the Court will approve any attorneys' fees and expenses to Class Counsel and service award to Plaintiff.

#### 7. How can I get such relief?

As long as you do not exclude yourself from the Settlement Class, you will automatically receive an Individual Allocation, and you do not need to take further action. If you have moved since July 26, 2015, however, you may wish to notify the Settlement Administrator of your current mailing address by contacting the Settlement Administrator at 1-844-494-0394 or Torliatt Mortgage Fee Settlement Administrator, P.O. Box 5100, Larkspur, CA 94977-5100. This will help ensure that your Individual Allocation is mailed to the correct address.

#### 8. When would I get such relief and how will it be distributed to me?

As described in Part 18, the Court will hold a Fairness Hearing on November 16, 2022 to decide whether to grant final approval to the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will do so only after finding that the Settlement is fair, reasonable and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time—sometimes more than a year. Finally, it is possible that this Settlement may be

terminated for other reasons, such as those set forth in Section 12 of the Settlement Agreement (available for review at [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com)). Please be patient.

The “Final Settlement Date,” as defined in the Settlement, is ten days after the order finally approving the Settlement becomes non-appealable or any appeals have been resolved in favor of the Settlement. Individual Allocations are expected to be distributed within 60 days of the Final Settlement Date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

Individual Allocations will be distributed by check, with each such check made payable jointly to all borrowers on each Class Loan, in an amount equal to that Class Loan’s respective Individual Allocation, payable in U.S. funds, and mailed to the mailing address of record for that Class Loan as determined from the PHH Defendants’ records.

NOTE: All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you and any co-borrowers on your Class Loan of the right to receive Individual Allocation relief. Individual Allocation relief that remains unclaimed or undeliverable 300 days after the Final Settlement Date despite reasonable efforts to locate you will be donated and paid to Homes for Our Troops, “a privately funded 501(c)(3) nonprofit organization that builds and donates specially adapted custom homes nationwide for severely injured post-9/11 Veterans, to enable them to rebuild their lives.”

#### 9. Will the Settlement have any tax consequences on me?

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of an Individual Allocation.

#### 10. Am I giving anything up by remaining in the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class, and that means that if the Settlement is given final approval and reaches the Final Settlement Date, then you:

will be deemed to have fully, finally and forever released, on behalf of yourself and all of your present, former and future heirs, assigns, and/or successors, each and all of the PHH Defendants and Released Parties of and from, and will be permanently enjoined from pursuing against each and all of the Released Parties, any and all claims, causes of actions, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, arising out of the Convenience Fees charged by Ocwen to Settlement Class Members, during the period from July 26, 2015 through and including the date the Settlement is submitted for preliminary approval, and by PHH to Settlement Class Members, during the period from July 30, 2015 through and including the date the Settlement is submitted for preliminary approval, for making loan payments by telephone, IVR, the internet, and other payment methods.

This release will include claims that Settlement Class Members do not know or suspect to exist in their favor at the time final approval may be granted to the Settlement, if those claims arise from, are based on, or relate to the Released Claims. If the Settlement is given final approval and reaches the Final Settlement Date, all Settlement Class Members will be deemed to have knowingly and voluntarily waived, relinquished and released the protections of any laws that would limit this release, including, without limitation, Section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The phrase “Released Claims” means and refers to:

each and all of the claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (whether punitive, statutory, or compensatory and whether liquidated or unliquidated), losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any regulatory bulletin, guidelines, handbook, opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that relate to or arise out of Convenience Fees charged by Ocwen to Settlement Class Members, during the period from July 26, 2015 through and including June 24, 2022, and by PHH to Settlement Class Members, during the period from July 30, 2015 through and including June 24, 2022.

The phrase “Released Persons” means and refers to:

(a) PHH, Ocwen, and any and all of their current or former predecessors, successors, assigns, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, associates, vendors, service providers, software licensors and licensees, clients and customers, principals, stockholders, directors, officers, partners, principals, members, employees, attorneys,



consultants, independent contractors, representatives, and agents, transferee servicers, and all individuals or entities acting by, through, under, or in concert with any of them; and (b) any trustee of a mortgage securitization trust which includes loans on which Settlement Class Members are borrowers, including, but not limited to, any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities.

The full terms of the Settlement's release are set forth in Section II.3 of the Settlement Agreement, which is available for review at [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 11. How do I exclude myself from the Settlement Class?

If you don't want to be part of the Settlement, or if you want to keep the right to sue or continue suing Ocwen or PHH on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself, or "opting out." If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court's preliminary approval order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and you plan to file your own action against Defendants, the statute of limitations applicable to your claim may prevent you from separately suing Defendants unless you act promptly.

To exclude yourself, you must mail a letter received or postmarked to the "Settlement Administrator," Torliatt Mortgage Fee Settlement Administrator, P.O. Box 5100, Larkspur, CA 94977-5100, no later than **November 2, 2022**, stating that you want to be excluded from the Settlement Class. Your letter must be addressed to Torliatt Mortgage Fee Settlement Administrator, P.O. Box 5100, Larkspur, CA 94977-5100, and must: (a) contain a caption or title that identifies it as "Request for Exclusion in *Torliatt v. Ocwen* (case number 3:19-cv-04303-WHO)"; (b) include your name, mailing and e-mail addresses, and contact telephone number; (c) specify that you want to be excluded from the Settlement Class and identify the Class Loan number(s) for which you seek exclusion from the Settlement; and (d) be *personally* signed by you and every other co-debtor, joint debtor, or other borrower on the Class Loan. A request for exclusion for a Class Loan will not be effective unless it is signed by each such co-debtor, joint debtor, or other borrower. For your convenience, your Class Loan number or numbers are included on page 1 of this Notice.

NOTE: If your request for exclusion is late or incomplete, it will not be valid and you will remain part of the Settlement Class, you will still be bound by the Settlement and all other orders and judgments in the Action, and you will not be able to participate in any other lawsuits against Defendants and the Released Persons based on the Released Claims.

### 12. If I don't exclude myself, can I sue Ocwen or PHH for the same thing?

No. If you do not exclude yourself from the Settlement Class and the Settlement is given final approval and reaches the Final Settlement Date, you will give up the right to sue Defendants and the Released Persons for the Released Claims.

### 13. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not be eligible to receive any of the individual benefits that the Settlement offers.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

Yes. The Court has appointed Joseph Henry Bates, III, Edwin Lee Lowther, and Randall K. Pulliam of the law firm Carney Bates & Pulliam, PLLC, and James Lawrence Kauffman of the law firm Bailey & Glasser LLP to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel," and they can be reached by writing them at Bailey & Glasser LLP, 1055 Thomas Jefferson Street NW, Suite 540, Washington, DC 20007. You will not be separately charged for the services of Class Counsel for issues related to this Action.

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Part 20 of this Notice below.

### 15. How will Class Counsel Be Paid?

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will ask the Court for an award of attorneys' fees and expenses, to be paid from the Settlement Fund in an amount not to exceed 33% of the Settlement Fund. Class Counsel will also ask the Court for a service award to Plaintiff for his services as the class representative and his efforts in bringing the Action in an amount not to exceed \$10,000.00, which will also be paid from the Settlement Fund. Class Counsel will file with the Court their request for attorneys' fees and expenses and a service award on or before October 19, 2022, which will then be posted on [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com).

Defendants reserve the right to oppose any request for attorneys' fees and expenses and service awards that Defendants deem to be unreasonable in nature or amount or otherwise objectionable. The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses or service awards. The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel or any service awards awarded to Plaintiff, and in what amounts.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court that I don't like the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the Settlement by filing an objection. However, you can't ask the Court to order a larger or different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, no settlement relief will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your written objection must: (a) include a caption or title that identifies it as "Objection to Class Settlement in *Torliatt v. Ocwen* (case number 3:19-cv-04303-WHO)"; (b) include your name, mailing and email addresses, contact telephone number, and your Class Loan number(s); (c) set forth the specific reason(s), if any, for each of your objections, including all legal support you wish to bring to the Court's attention and all factual evidence you wish to introduce in support of your objection, and state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (d) disclose the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection; and (e) be *personally* signed by you. For your convenience, your Class Loan number or numbers are included on page 1 of this Notice.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of the Court, United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. However, if you are represented by your own attorney, your attorney must file your objection through the Court's Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received or postmarked by the Court by, November 2, 2022. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

Plaintiff and Defendants must respond to objections, if any, on or before November 9, 2022.

### 17. What's the difference between objecting and excluding myself?

Objecting simply means telling the Court that you don't agree with something about the Settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Fairness Hearing because the case will no longer affect you.

## THE COURT'S FAIRNESS HEARING

### 18. When and where will the Court decide whether to approve the Settlement?

A Fairness Hearing has been set for November 16, 2022, beginning at 2:00 p.m., before the Honorable William H. Orrick at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 2, 17th Floor, 450 Golden Gate Ave., San Francisco, CA 94102. At the hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable, and adequate; and (3) award any attorneys' fees and expenses to Class Counsel and service award to Plaintiff. The Court will also consider any and all objections to the Settlement and any other issues relating to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court's decision will take.

NOTE: The Court has reserved the right to change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm the date and time shortly before travelling to attend the hearing by checking [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>.

### 19. Do I have to come to the Fairness Hearing?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing. But you are welcome to come at your own expense. Even if you send an objection, you are not required to come to the Fairness Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Part 16, the Court will consider it. You may also hire and pay your own lawyer to attend the Fairness Hearing at your expense, but you are not required to do so.

### 20. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with

the instructions set forth in Part 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court’s Case Management/Electronic Case Filing (CM/ECF) system a separate “Notice of Intention to Appear in *Torliatt v. Ocwen* (case number 3:19-cv-04303-WHO).” That notice must be filed with the Court no later than November 2, 2022. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

#### IF YOU DO NOTHING

##### 21. What if I do nothing?

If you do nothing, and the Settlement is approved and reaches the Final Settlement Date, you will be a Settlement Class Member and you will be entitled to receive an Individual Allocation. You will also be bound by the Settlement’s release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against Ocwen, PHH, and the Released Persons concerning any of the Released Claims.

#### GETTING MORE INFORMATION

##### 22. Where can I get additional information?

This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the full Stipulation of Settlement and Release available at [www.torliattmortgagefeesettlement.com](http://www.torliattmortgagefeesettlement.com), by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK’S OFFICE, OCWEN, OR PHH TO INQUIRE ABOUT THIS SETTLEMENT.**