

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS**

**A class action settlement may affect your rights if you paid Ocwen or PHH a fee to make a mortgage loan payment by telephone, through an interactive voice response telephone system, or through the internet on or after July 17, 2018**

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

A settlement of \$1,300,000 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 Texas Debt Collection Act (“TDCA”) as to borrowers with mortgaged property in the State of Texas when they charged borrowers fees for making loan payments by telephone through a live operator, by telephone through an interactive voice response telephone system (“IVR”), or by the internet. These types of fees are known as “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 Plaintiffs, Melbourne Poff and Barbara Poff (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 whether to participate, opt out, or object.**

**QUICK SUMMARY OF SETTLEMENT**

**WHO’S INCLUDED?** Ocwen’s and PHH’s records indicate that you may be a member of the “Settlement Class” at issue in this case, or in other words, you may be a “Settlement Class Member.” The “Settlement Class” includes the following:

**The Settlement Class:**

All borrowers on residential mortgage loans involving mortgaged property located in the State of Texas who, between July 17, 2018 (the first day of the Class Period) and October 17, 2022 (the last day of the Class Period), paid a Convenience Fee to Ocwen and/or PHH that was not refunded or returned. Excluded from the Settlement Class are (a) borrowers whose loans were included as class loans in the previously approved class action settlement 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); (b) all persons who are potential members of the proposed FDCPA settlement class in *Morris, et al. v. PHH Mortgage Corp., et al.*, No. 0:20-cv-60633-RS (S.D. Fla.), whether or not those persons timely and validly exclude themselves from the *Morris* FDCPA settlement class; (c) borrowers who are or were named plaintiffs in any civil action other than this Action which challenges Convenience Fees charged by a PHH Defendant that was initiated against either PHH Defendant on or before October 31, 2022; (d) the PHH Defendants’ board members and executive level officers; and (e) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

**WHAT ARE THE SETTLEMENT TERMS?**

**What the Settlement Class Members are getting:**

**Monetary Relief.** Defendants have agreed to create a settlement fund with a value of \$1,300,000 (the “Settlement Fund”), which will be distributed to Settlement Class Members (after first deducting any fees, expenses or service awards that the Court awards Plaintiffs and the attorneys representing the Settlement Class (“Class Counsel”). The Settlement Fund will be distributed on a loan-by-loan basis.

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Class Members will be entitled to an allocation from the Settlement Fund. The allocation for each Class Loan will be calculated based on the proportion of retained Convenience Fees paid to the Defendants on a class loan between July 17, 2018 and October 17, 2022, as compared to the total aggregate amount of all retained Convenience Fees paid during that same time period to the Defendants on all class loans of all Settlement Class Members.

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

- **The Class will release any claims that they may have against Ocwen or PHH or their associated persons and entities relating in any way to their payment of Convenience Fees to Ocwen or PHH on Class Loans during the period from July 17, 2018 through and including October 17, 2022. “Class Loans” means residential mortgage loans secured by mortgaged property in the State of Texas that qualify a Class Member for membership in the Class as defined above.**

**This is only a simplified summary of the claims being released as part of the Settlement. See Section 10 for a more complete explanation of the claims being released.**

**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 July 17, 2018, you may notify the Settlement Administrator of your new mailing address by writing to: Poff v. PHH, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

### **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 **August 9, 2023**. 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 of the applicable Settlement Fund, 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 **August 9, 2023**. Part 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on **September 13, 2023** beginning at **2:30 p.m.** to consider whether to finally approve the Settlement, as well as any request for attorneys’ fees by class counsel (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 and 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.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.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 “Agreement”). *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 may be a member of the above-referenced Settlement Class because you paid a fee to make one or more mortgage loan payments to Ocwen or PHH by telephone, through an IVR, or through the internet during the Class Period. 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 *Poff v. PHH Mortgage Corporation*, case number 4:20-cv-04018, pending in the United States District Court for the Southern District of Texas (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.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com). If there is any conflict between this Notice and the Settlement (as set forth in the Agreement), the Settlement governs. You should review the Agreement before deciding what to do. Please share this Notice with any co-borrower(s) on your loan(s).

*Questions? Call 1-800-622-8098 or visit [www.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com)*

## 2. What is this lawsuit about?

Plaintiffs allege that Ocwen and PHH violated the TDCA 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, Plaintiffs contend 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 of 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 among other things that under both the plain language of the TDCA 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 TDCA. Defendants also contend that Convenience Fees are permitted by state law, including the law of contract.

The TDCA (TEX. FIN. CODE § 392.403) provides that prevailing plaintiffs may recover any actual damages sustained as a result of a defendant's violation of the TDCA, if any, along with the costs of the action and reasonable attorneys' fees as determined by the court.

This Settlement is a compromise of these and other potential claims described in the Settlement, as explained in Part 10 below. Meanwhile, this Notice is only a partial summary of the details of this Action and the Settlement. 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.poffvphhspeedpaymentssettlement.com](http://www.poffvphhspeedpaymentssettlement.com) to review Plaintiffs' 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 Plaintiffs Melbourne Poff and Barbara Poff), 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 Charles Eskridge of the United States District Court for the Southern District of Texas 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 send Settlement Class Members notice of the settlement and give them an opportunity to opt out or object before the Court decides whether to grant final approval of the Settlement.

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 12 of the 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 Plaintiffs 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). Plaintiffs and Class Counsel believe the Settlement is in the best interests of the Settlement Class because it offers significant 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:

*Questions? Call 1-800-622-8098 or visit [www.poffvphhspeedpaymentssettlement.com](http://www.poffvphhspeedpaymentssettlement.com)*

### **The Settlement Class:**

All borrowers on residential mortgage loans involving mortgaged property located in the State of Texas who, between July 17, 2018 (the first day of the Class Period) and October 17, 2022 (the last day of the Class Period), paid a Convenience Fee to Ocwen and/or PHH that was not refunded or returned. Excluded from the Settlement Class are (a) borrowers whose loans were included as class loans in the previously approved class action settlement 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); (b) all persons who are potential members of the proposed FDCPA settlement class in *Morris, et al. v. PHH Mortgage Corp., et al.*, No. 0:20-cv-60633-RS (S.D. Fla.), whether or not those persons timely and validly exclude themselves from the *Morris* FDCPA settlement class; (c) borrowers who are or were named plaintiffs in any civil action other than this Action which challenges Convenience Fees charged by a PHH Defendant that was initiated against either PHH Defendant on or before October 31, 2022; (d) the PHH Defendants' board members and executive level officers; and (e) the federal district and magistrate judges assigned to this Action, 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 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 a Settlement Fund. If the Settlement obtains final approval, the Settlement Fund will be used first to pay any Court-awarded fees and expenses to Class Counsel and service awards to Plaintiffs. Following the payment of any such fees, expenses, and service awards, the remaining balance of the Settlement Fund will be divided and distributed among Plaintiffs and the rest of the Settlement Class Members.

The Settlement Fund shall be \$1,300,000. The distributions of the Settlement Fund to Settlement Class Members are called "Individual Allocations." Individual Allocations to Settlement Class Members will be calculated as follows:

Each Class Loan will receive an Individual Allocation from the Settlement Fund, calculated based on the proportion of retained Convenience Fees paid to either Ocwen or PHH on that Class Loan between July 17, 2018 and October 17, 2022, as compared to the total aggregate amount of all retained Convenience Fees paid during that same time period to either Ocwen or PHH on all Class Loans of all Settlement Class Members. 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 obligators 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 the number and total amount of Convenience Fees paid on each Class Loan and whether and in what amounts the Court will approve any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs.

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

If you are a member of the Settlement Class, then 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 any further action in order to receive that Individual Action. If your mailing address has changed since July 17, 2018, however, you may wish to notify the Settlement Administrator of your current mailing address by contacting the Settlement Administrator at 1-800-622-8098 or Poff v. PHH, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479. 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 September 13, 2023 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 only do so 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 (available for review at [www.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com)). Please be patient.

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The “Final Settlement Date,” as defined in the Settlement, is ten days after the order finally approving the Settlement becomes non-appealable and 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 paid by a check mailed to you, made payable jointly to all borrowers of record on your Class Loan, and addressed to the mailing address of record on your Class Loan.

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:

Release, and by operation of the Final Order and Judgment upon the Final Settlement Date shall have released, all Released Claims against all of the Released Persons, separately and severally. In connection therewith, upon the Final Settlement Date, you (i) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever waived, released, relinquished, remised, acquitted, and discharged to the fullest extent permitted by law all Released Claims against each and all of the Released Persons; (ii) shall forever be barred and enjoined from commencing, instituting, prosecuting, or participating in any fashion in any and all claims, causes of action, suits, or any other proceeding in any court of law or equity, arbitration tribunal, or other forum of any kind, directly, representatively, derivatively, or in any other capacity and wherever filed, with respect to any Released Claims against any of the Released Persons; and (iii) shall be deemed to have agreed and covenanted not to sue any of the Released Persons with respect to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Person related in any way to any Released Claims.

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 any Convenience Fees charged by the PHH Defendants to Settlement Class Members during the period from July 17, 2018 through and including October 17, 2022.

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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 3 of the Agreement, which is available for review at [www.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.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 sufficiently in advance to be received by the “Settlement Administrator,” RG/2 Claims Administration, no later than August 9, 2023, saying that you want to be excluded from the Settlement Class. Your letter must be addressed to Poff v. PHH, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, and must: (a) contain a caption or title that identifies it as “Request for Exclusion in *Poff v. PHH* (case number 4:20-cv-04018);” (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. For your convenience, your Class Loan number is included on the enclosed mailer page.

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. If you submit a request for exclusion, it will be deemed as a request for exclusion by you and any other co-borrowers, joint-borrowers and multiple borrowers on the Class Loan(s) identified in the exclusion request.

### 12. If I don’t exclude myself, can I sue Ocwen or PHH later 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 Edwin Lee Lowther, III and Randall Keith Pulliam of the law firm Carney Bates & Pulliam, PLLC, and James L. Kauffman and Elizabeth A. Ryan 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 Carney Bates & Pulliam, PLLC, 519 W. 7th Street, Little Rock, Arkansas 72201

*Questions? Call 1-800-622-8098 or visit [www.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com)*

or Bailey & Glasser LLP, 1055 Thomas Jefferson Street, NW, Suite 540, Washington, D.C. 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. For their endeavor on behalf of the Settlement Class, and in addition to the relief otherwise due them as members of the Settlement Class, Lead Plaintiffs Melbourne and Barbara Poff shall *conditionally* apply for *contingent* service awards to be paid from the Settlement Fund in the amount of \$5,000 each for a total sum of \$10,000. Class Counsel will file with the Court their request for attorneys' fees and expenses and service awards on or before July 26, 2023, which will then be posted on [www.poffvpghspeedpaymentsettlement.com](http://www.poffvpghspeedpaymentsettlement.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 Plaintiffs, 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 *Poff v. PHH* (case number 4:20-cv-04018);" (b) include your name, mailing and email addresses, contact telephone number, and your Class Loan number(s); (c) state whether the objection applies only to you, to a specific subset of the class, or to the entire class; (d) state with specificity 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; (e) 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 (f) be *personally* signed by you. For your convenience, your Class Loan number or numbers are included on the back 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 Southern District of Texas, P.O. Box 61010, Houston, TX 77208. 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 by the Court by, August 9, 2023. 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.

### 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.

**Questions? Call 1-800-622-8098 or visit [www.poffvpghspeedpaymentsettlement.com](http://www.poffvpghspeedpaymentsettlement.com)**

## 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 September 13, 2023, beginning at 2:30 p.m., before the Honorable Charles Eskridge at the United States District Court for the Southern District of Texas, Bob Casey United States Courthouse, 515 Rusk Avenue, Houston, TX 77002. 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 awards to Plaintiffs. 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.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system at <https://www.alnd.uscourts.gov/CMECF/default.htm>.

### 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 *Poff v. PHH* (case number 4:20-cv-04018)." That notice must be filed with the Court no later than August 9, 2023. 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 met the definition of the Settlement Class and you do nothing, and the Settlement is approved and reaches the Final Settlement Date, you will remain a Settlement Class Member and you will automatically 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.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.flsd.uscourts.gov/CMECF>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Texas, Bob Casey United States Courthouse, 515 Rusk Avenue, Houston, TX 77002, 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,  
OR OCWEN TO INQUIRE ABOUT THIS SETTLEMENT.**

*Questions? Call 1-800-622-8098 or visit [www.poffvphhspeedpaymentsettlement.com](http://www.poffvphhspeedpaymentsettlement.com)*



Poff v. PHH  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

<<Name1>>  
<<Name2>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<St>> <<Zip>>  
<<Country>>



YOU ARE A CLASS MEMBER IN THIS SETTLEMENT FOR LOAN # <<loan #>>  
THE BORROWERS LISTED UNDER THIS LOAN ARE <<all borrowers>>

*Questions? Call 1-800-622-8098 or visit [www.poffvphhspeedpaymentssettlement.com](http://www.poffvphhspeedpaymentssettlement.com)*