

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS on September 14, 2017, Plaintiffs Keith Snyder, Susan Mansanarez, and Tracee A. Beecroft, on behalf of themselves and all Settlement Class Members on the one hand, and Ocwen Loan Servicing, LLC, on the other hand, entered into a Settlement Agreement and Release to resolve the Consolidated Litigation;<sup>1</sup>

WHEREAS on October 5, 2017, the Court entered a Preliminary Approval Order conditionally certifying the Settlement Class, preliminarily approving the Settlement Agreement, approving the notice plan in the Settlement Agreement, and scheduling a final approval hearing;

WHEREAS on September 28, 2018, the Court found with respect to the Settlement Agreement that Class Notice distributed pursuant to the Preliminary Approval Order was adequate, that Class Counsel adequately represented the class, that the Settlement Agreement was negotiated at arm's length, and that the treatment of class members under the Settlement Agreement was reasonably equitable, but was unable to determine at that time that the Settlement was fair, reasonable, and adequate for the Settlement Class;

WHEREAS Ocwen maintains that it is in compliance with the injunctive relief originally contemplated in Section 4.2 of the Settlement Agreement, and Class Counsel intend to confirm that Ocwen is in compliance through discovery;

WHEREAS on November 13, 2018, the Parties engaged in a day-long, in-person mediation in Chicago with the Honorable Morton Denlow (ret.) and reached an agreement in principle for amending the Settlement Agreement to address the concerns described in the Court's September 28, 2018 order and to modify the agreed-to injunctive relief to account for the

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings ascribed to them in the Settlement Agreement and Release approved in the Court's October 5, 2017 Preliminary Approval Order (DE 266, Case No. 1:14-cv-08461).

October 4, 2018 acquisition of PHH Corporation by Ocwen Financial Corporation; and

WHEREAS Section 17.7 of the Settlement Agreement allows the Parties to amend the Settlement Agreement, subject to the approval of the Court with respect to any material changes:

NOW THEREFORE, the Parties hereby stipulate and agree as follows:

1. Within thirty (30) Days of the Judgment becoming Final, Ocwen will deposit into the escrow account referred to in Section 4.5.2 of the Settlement Agreement (via wire instructions provided by the Settlement Administrator to Ocwen) \$4,000,000 as a supplement to the \$17,500,000 Ocwen previously deposited with the Settlement Administrator.

2. “Settlement Fund” defined in Section 2.40 of the Settlement Agreement shall mean “the \$21,500,000 described in Section 4.5 that Ocwen has agreed to pay pursuant to the terms of this Settlement Agreement, as amended.”

3. Section 4.5.1 of the Settlement Agreement shall state that “Ocwen will fund a non-reversionary common Settlement Fund of \$21,500,000, from which all Settlement Relief, Attorneys’ Fees and Costs, Notice and Administrative Costs, and Incentive Awards will be deducted. The Settlement Fund represents the limit and total extent of Ocwen’s monetary obligations under this Agreement and the Settlement. In no event shall Ocwen’s total financial liability with respect to this Agreement and the Settlement exceed \$21,500,000.”

4. The injunctive relief in Section 4.2 of the Settlement Agreement shall apply to Ocwen’s servicing of any mortgage loan migrated from Ocwen’s REALServicing system to the BlackKnight/MSP system pursuant to Ocwen Financial Corporation’s acquisition of PHH Corporation.

5. “Released Persons” defined in Section 2.31 of the Settlement Agreement shall be narrowed to mean “(a) 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 present, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities; and (b) any person or entity making calls to Settlement Class Members on behalf of Ocwen, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities.” For the avoidance of doubt, “Released Persons” specifically does not include Altisource Portfolio Solutions S.A., Altisource Solutions S.à r.l., Altisource Business Solutions Pvt. Ltd., or any other Affiliate or member of the Altisource family of companies. In addition, “Released Persons” does not include any trustee of a mortgage securitization trust which included loans made to any Settlement Class Member, 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.

6. The last sentence of Section 10.1 of the Settlement Agreement, which describes “Released Claims of Settlement Class,” shall be replaced by the following language: “For the avoidance of doubt, no claims alleged in *Beecroft v. Altisource Business Solutions Pvt. Ltd.*, No. 0:15-cv-02184-SRN-BRT (D. Minn.), or *Snyder, et al. v. U.S. Bank, N.A., et al.*, No. 1:16-cv-11675 MFK (N.D. Ill.), are released.”

7. Section 3.5 of the Settlement Agreement, “Condition Three: Dismissal of Related Actions,” shall be narrowed to remove the reference to *Snyder, et al. v. U.S. Bank, N.A., et al.*, No. 1:16-cv-11675 MFK (N.D. Ill.). Section 3.5 shall now state “Released Claims will be dismissed with prejudice, and claims other than Released Claims, including those under the FDCPA, will be dismissed without prejudice.”

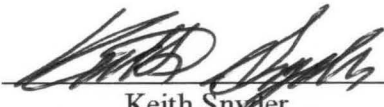
8. The "Final Approval Order" and "Judgment" approved in the Preliminary Approval Order shall be entered in a form substantially similar to Exhibits H and H-1 attached hereto and reflect the amendments described in paragraphs 1-7.

IN WITNESS WHEREOF, the Settling Parties have executed and caused this First Amendment to the Settlement Agreement on the dates set forth below.

**On Behalf of Defendant Ocwen Loan Servicing LLC:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**On Behalf of Plaintiffs and the Settlement Class:**

Dated: 1/3/2019 By:   
Keith Snyder

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Susan Mansanarez

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Tracee A. Beecroft

**Approved as to form and content:**

For Plaintiffs:

\_\_\_\_\_  
Alexander H. Burke  
aburke@burkelawllc.com  
Daniel J. Marovitch  
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BURKE LAW OFFICES, LLC

For Ocwen Loan Servicing, LLC:

\_\_\_\_\_  
Brian V. Otero  
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Stephen R. Blacklocks  
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Ryan A. Becker

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**On Behalf of Defendant Ocwen Loan Servicing LLC:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**On Behalf of Plaintiffs and the Settlement Class:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Keith Snyder

Dated: 1/4/19 By:   
Susan Mansanarez

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Tracee A. Beecroft

**Approved as to form and content:**

For Plaintiffs:

For Ocwen Loan Servicing, LLC:

\_\_\_\_\_  
Alexander H. Burke  
aburke@burkelawllc.com  
Daniel J. Marovitch  
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BURKE LAW OFFICES, LLC

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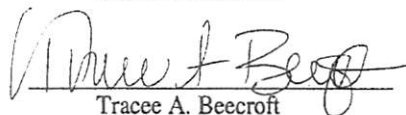
**On Behalf of Defendant Ocwen Loan Servicing LLC:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**On Behalf of Plaintiffs and the Settlement Class:**

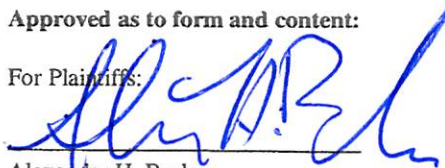
Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Keith Snyder

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Susan Mansanarez

Dated: 1-3-2019 By:   
Tracee A. Beecroft

**Approved as to form and content:**

For Plaintiffs:



Alexander H. Burke  
aburke@burkelawllc.com  
Daniel J. Marovitch  
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BURKE LAW OFFICES, LLC


For Ocwen Loan Servicing, LLC:

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IN WITNESS WHEREOF, the Settling Parties have executed and caused this First Amendment to the Settlement Agreement on the dates set forth below.

**On Behalf of Defendant Ocwen Loan Servicing LLC:**

Dated: 1/8/19 By:   
Name: Annie T. Zaffuto  
Title: Associate General Counsel

**On Behalf of Plaintiffs and the Settlement Class:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Keith Snyder

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Susan Mansanarez

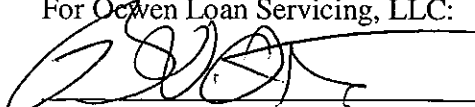
Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Tracee A. Beecroft

**Approved as to form and content:**

For Plaintiffs:

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Alexander H. Burke  
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Daniel J. Marovitch  
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**EXHIBITS H & H-1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
ILLINOIS EASTERN DIVISION**

Keith Snyder and Susan Mansanarez, )  
individually and on behalf of all others similarly )  
situated, )

) Case No. 1:14-cv-08461

) Honorable Matthew F. Kennelly

Ocwen Loan Servicing, LLC, )

) Consolidated  
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Tracee A. Beecroft, on behalf of herself and all )  
others similarly situated, )

) Case No. 1:14-cv-08461

) Honorable Matthew F. Kennelly

Ocwen Loan Servicing, LLC, )

) Consolidated  
)  
)

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND DISMISSING CLASS PLAINTIFFS' CLAIMS**

This Court, having held the Initial Final Approval Hearing on April 5, 2018, having provided notice of that hearing in accordance with the Preliminary Approval Order, and having considered all matters submitted to it in connection with the Initial Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Order Granting Final Approval of

Class Action Settlement and Dismissing Class Plaintiffs' Claims (the "Final Approval Order" or this "Order") and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined, all capitalized terms in this Final Approval Order shall have the same meaning as they do in the Amended Settlement Agreement.<sup>1</sup>

2. The Court has jurisdiction over the subject matter of the Consolidated Litigation and over the Parties, including all Settlement Class Members with respect to the Settlement Class certified for settlement purposes, as follows:

All persons who were called by Ocwen on the 1,685,757 unique cell phone numbers listed on Exhibit G to the Settlement Agreement (filed with the Court under seal) using its Aspect dialing system between October 27, 2010 and through and including October 5, 2017, the date of the Preliminary Approval Order ("Settlement Class Period"). Excluded from the Settlement Class are: (i) those persons who were called by Ocwen using its Aspect dialing system during the Settlement Class Period only on numbers not included on Exhibit G; (ii) individuals who are or were during the Settlement Class Period officers or directors of Ocwen or any of its Affiliates; (iii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iv) all individuals who file a timely and proper request to be excluded from the Settlement Class.

3. The Court finds that the Settlement Agreement and the First Amendment to the Settlement Agreement and Release were negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the Consolidated Litigation and of the strengths and weaknesses of their respective positions. Further, the settlement and the amendments to the settlement occurred only after the parties negotiated over a period of many weeks. Counsel for the Parties were therefore well positioned to evaluate the benefits of both the

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<sup>1</sup> The "Amended Settlement Agreement" is defined as the Settlement Agreement approved in the Court's October 5, 2017 Preliminary Approval Order (DE 266), as amended by the First Amendment to the Settlement Agreement and Release, dated [DATE] (DE \_\_\_\_).

Settlement Agreement and the First Amendment to the Settlement Agreement and Release, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

4. Pursuant to the terms of the Amended Settlement Agreement, Ocwen has consented to the entry of an injunction and is hereby ordered to commence the following procedures within 60 days of the Final Settlement Date:

- a. Ocwen will re-set to “P” in REALServicing a borrower’s consent to receiving automated calls whenever a new phone number is added to a borrower’s account.
- b. Ocwen will conduct a search for all loans reflecting a NEWP and NVLS code entered in REALServicing on the same day between December 1, 2014 and October 6, 2017. Ocwen will reset the value in the consent field to “P” for all borrowers identified by that search.
- c. Ocwen will add an additional prompt to its agent scripts for inputting new phone numbers to track the means by which any particular phone number for a borrower was obtained:
  - i. When an agent clicks on the “new phone number” button to add a new phone number to an account, the agent will be prompted to add the source of the new phone number.
  - ii. The phone number source will be selected from a dropdown menu prepopulated with potential sources of a new phone number.
  - iii. The agent will then be required to select the phone number’s source before proceeding.

- iv. If the phone number was not obtained directly from the owner or subscriber of the cell phone, the consent field for the borrower will then be set to “P,” which will prevent any of the borrower’s cell phone numbers from being called from Ocwen’s Aspect system.
- v. Ocwen shall not use Aspect to call any cell phone associated with any borrower where there is a P or N in the consent field, except in instances in which Ocwen is calling borrowers for the Home Retention Manager appointment scheduled by the borrower.
- d. Ocwen agrees to use the following language in its scripts when requesting consent to use its automatic dialing system to call cell phones: “May we please have your consent to use our automatic dialing system to call your cell phone of xxx-xxx-xxxx?” After the borrower provides a response, a script will instruct Ocwen’s representative to state: “If you change your mind at any time, please let us know. We will honor such a request.”
- e. If, when Ocwen solicits a borrower’s consent to be called with an automatic dialing system, that borrower does not give separate consent for each of his or her cell phone numbers, the borrower’s consent field will be set to “N,” which will prevent any of the borrower’s cell phone numbers from being called from Ocwen’s Aspect system.
- f. In any individual case commenced between October 6, 2017 and a date that is two years from the date of this Order (but not in any case in which a plaintiff brings claims on behalf of an alleged class of persons similarly situated), if Ocwen is found liable for a TCPA violation, Ocwen agrees to

pay not less than the amounts set forth below for each automated call through its Aspect system to a cell phone, where the consent field in Ocwen's REALServicing system should have been "N" or "P" as of October 6, 2017:

- i. For the first 10 calls placed to a cell phone as described in this Paragraph 4.f, Ocwen shall pay \$1,000 for each such call.
  - ii. For 11-50 calls placed to a cell phone as described in this Paragraph 4.f, Ocwen shall pay \$1,250 for each such call.
  - iii. For over 50 calls placed to a cell phone as described in this Paragraph 4.f, Ocwen shall pay \$1,500 for each such call.
- g. Ocwen shall provide Class Counsel with a declaration with regard to its compliance with the terms above within 75 Days of the Final Settlement Date.

5. The Court is informed that, as part of a recently-completed merger, Ocwen contemplates migrating the loans it services from the RealServicing platform to a BlackKnight/MSP servicing platform. Accordingly, should Ocwen actually go through with the contemplated migration of loans from RealServicing to BlackKnight/MSP, the declaration required in Paragraph 4.g above shall include a description of how Ocwen will comply substantially with the injunctive provisions of this Order in light of the change in servicing platforms.

6. The Court finally certifies the Settlement Class for settlement purposes and finds, for settlement purposes, that the Consolidated Litigation satisfies all the requirements of Rule 23 of the Federal Rules of Civil Procedure. Specifically: (a) the number of Settlement Class

Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Amended Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

7. The Court appointed Burke Law Offices, LLC and Terrell Marshall Law Group PLLC as interim lead Class Counsel for Plaintiffs' proposed classes on November 28, 2018, and now finally appoints Burke Law Offices, LLC and Terrell Marshall Law Group PLLC as Class Counsel for the Settlement Class.

8. The Court finally designates Plaintiffs Keith Snyder, Susan Mansanarez, and Tracee A. Beecroft as the Class Representatives.

9. The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonable calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the

Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law;

c. The Court finds that Defendant has complied with its notice obligations under the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”), in connection with the proposed Settlement; and

d. The Amended Settlement Agreement provides additional, valuable benefits to the Settlement Class, and does nothing to hinder Claimants’ legal rights. Moreover, no state or federal officials objected or commented on the Settlement after receiving CAFA notice, and any Settlement Class Members who chose to exclude themselves have already done so. As a result, neither supplemental notice to the Settlement Class nor additional CAFA notice is necessary.

10. The Court finally approves the Amended Settlement Agreement as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Amended Settlement Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

11. The Court overrules the three objections submitted by Brenda Stuart, Daniel Seltzer, and Paul Squicciarini.

12. The Court approves the plan of distribution for the Settlement Fund as set forth in the Amended Settlement Agreement. The Settlement Administrator is ordered to comply with the

terms of the Amended Settlement Agreement with respect to distribution of Settlement Relief, including a second payment, if feasible. Should any unclaimed funds be distributed, the Court hereby approves the National Consumer Law Center (“NCLC”) and Public Justice Foundation as recipients who shall receive an equal distribution of those unclaimed funds, after accounting for the costs of administering that distribution. The funds to NCLC shall be earmarked for work associated with the FCC to protect consumer protections under the Telephone Consumer Protection Act (“TCPA”). This Court finds this organization closely aligned with the Settlement Class’s interests.

13. By incorporating the Amended Settlement Agreement and its terms herein, this Court determines that this Final Approval Order complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

14. Class Counsel have moved pursuant to Fed. R. Civ. P. 23(h) and 52(a) for an award of attorneys’ fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

- a. that the Class Settlement confers substantial benefits on the Settlement Class Members;
- b. that the value conferred on the Settlement Class is immediate and readily quantifiable;
- c. that within 60 days after the Final Settlement Date, Settlement Class Members who have submitted valid Claim Forms will receive cash payments;
- d. that Class Counsel vigorously and effectively pursued the Settlement Class Members’ claims before this Court in this complex case;
- e. that the Class Settlement was obtained as a direct result of Class Counsel’s



advocacy;

f. that the Class Settlement was reached following extensive negotiation between Class Counsel and Counsel for Ocwen, and was negotiated in good faith and in the absence of collusion; and

g. that counsel who recover a common benefit for persons other than himself or his client is entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 866, 900 n.16 (1984).

15. Accordingly, Class Counsel are hereby awarded \$\_\_\_\_\_ for attorneys' fees and \$\_\_\_\_\_ in litigation expenses from the Settlement Fund, which this Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Amended Settlement Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses that are awarded amongst and between Class Counsel.

16. The Class Representatives, as identified in the Preliminary Approval Order, are hereby compensated in the amount of \$\_\_\_\_\_ each for their efforts in this case.

17. The terms of the Amended Settlement Agreement and of this Final Approval Order, including all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Plaintiffs and all other Settlement Class Members, and anyone claiming through them such as heirs, administrators, successors, and assigns.

18. The Releases, which are set forth in Section 10 of the Amended Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Order; and the Released Persons are fully, conclusively,

irrevocably, forever, and finally released, relinquished, and discharged by the Releasing Persons from all Released Claims.

a. Released Claims of Settlement Class. Upon Final Approval, each member of the Settlement Class shall, by operation of the Judgment to be entered pursuant to this Order, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons from any and all claims, causes of action, 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, as of the date of Final Approval, that relate to or arise out of Ocwen's use of equipment or methods to contact or attempt to contact Settlement Class Members by telephone for servicing or debt collection purposes during the Settlement Class Period, including but not limited to claims that relate to or arise out of Ocwen's use of an "automatic telephone dialing system" or "artificial or prerecorded voice" as defined in the Telephone Consumer Protection Act. For the avoidance of doubt, "Released Claims" include claims relating to or arising out of the equipment or method used to contact or attempt to contact Settlement Class Members by telephone, but do not include claims based on other aspects of calls, such as the substance of the calls, or the time/date of any such calls. For the avoidance of doubt, no claims alleged in *Beecroft v. Altisource Business Solutions Pvt. Ltd.*, No. 0:15-cv-02184-SRN-BRT (D. Minn.), or *Snyder, et al. v. U.S. Bank, N.A., et al.*, No. 1:16-cv-11675 MFK (N.D. Ill.), are released.

b. Without in any way limiting their scope, the Released Claims cover by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs, or any Settlement Class Members in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims, except to the extent otherwise specified in the Amended Settlement Agreement.

c. In connection with the Releases and without expanding their scope in any way, Plaintiffs and each Settlement Class Member shall be deemed, as of the date of Final Approval, to have waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

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.

To the extent that anyone might argue that these principles of law are applicable, the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. Each Plaintiff and each Settlement Class Member is deemed to recognize that even if they may later discover facts in addition to or different from those which they now know or believe to be true, they fully, finally, and forever settle and release any and all claims covered by these Releases upon entry of the Judgment. The Settling Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Amended Settlement Agreement.

d. The Amended Settlement Agreement and the Releases therein do not affect the rights of Settlement Class Members who timely and properly submit a Request for

Exclusion from the Settlement in accordance with the requirements in Section 11 of the Amended Settlement Agreement.

e. The Releases do not include claims described in Paragraph 4.f of this Order.

f. The administration and consummation of the Settlement as embodied in the Amended Settlement Agreement shall remain under the authority of this Court. This Court retains jurisdiction to protect, preserve, and implement the Amended Settlement Agreement, including, but not limited to, enforcement of the Releases contained in the Amended Settlement Agreement. This Court retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Amended Settlement Agreement.

g. Upon entry of the Final Approval Order and the Judgment: (i) the Amended Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions of the Amended Settlement Agreement; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) except as set forth in the Amended Settlement Agreement; and (iii) Settlement Class Members who have not opted out shall be permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on the Released Claims.

h. Nothing in the Amended Settlement Agreement shall preclude any action to enforce the terms of the Amended Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth therein are not intended to include the release

of any rights or duties of the Settling Parties arising out of the Amended Settlement Agreement, including the express warranties and covenants contained therein.

19. The Court dismisses without prejudice all of Plaintiffs' claims that are not Released Claims, including those brought under the Fair Debt Collection Practices Act. The Court dismisses all Released Claims, with prejudice, without costs to any Party, except as expressly provided for in the Amended Settlement Agreement.

20. Neither the Amended Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Order, nor any of its terms and provisions nor the Judgment to be entered pursuant to this Order, nor any of its terms and provisions, shall be:

a. offered by any person or received against any Released Person as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Person of the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the Consolidated Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Consolidated Litigation or in any litigation, or of any liability, negligence, fault or wrongdoing of any Released Person; or

b. offered by any person or received against any Released Person as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Released Person or any other wrongdoing by any Released Person; or

c. offered by any person or received against any Released Person as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or

wrongdoing in any civil, criminal, or administrative action or proceeding.

21. This Order, the Judgment to be entered pursuant to this Order, and the Amended Settlement Agreement (including the Exhibits thereto and Exhibits H and H-1 to the First Amendment to the Settlement Agreement and Release, but not Exhibit G, which may only be filed under seal) may be filed in any action against or by any Released Person to support a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

22. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Amended Settlement Agreement.

23. This Order and the Judgment to be entered pursuant to this Order shall be effective upon entry. In the event that this Order and/or the Judgment to be entered pursuant to this Order are reversed or vacated pursuant to a direct appeal in the Consolidated Litigation or the Amended Settlement Agreement is terminated pursuant to its terms, all orders entered and releases delivered in connection herewith shall be null and void.

24. A Judgment substantially in the form attached hereto as Exhibit H-1 will be entered forthwith.

DONE and ORDERED in Chambers in Chicago, Illinois, this day of \_\_\_\_\_,  
20\_\_\_\_\_.

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Matthew F. Kennelly  
UNITED STATES DISTRICT JUDGE

**EXHIBIT H-1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
ILLINOIS EASTERN DIVISION**

Keith Snyder and Susan Mansanarez, )  
individually and on behalf of all others similarly )  
situated, )  
)  
) Case No. 1:14-cv-08461  
)  
) Honorable Matthew F. Kennelly  
)  
Ocwen Loan Servicing, LLC, ) Consolidated  
)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_)  
)  
Tracee A. Beecroft, on behalf of herself and all )  
others similarly situated, )  
) Case No. 1:14-cv-08461  
)  
)  
)  
) Honorable Matthew F. Kennelly  
Ocwen Loan Servicing, LLC, )  
)  
)  
) Consolidated  
)  
)

**FINAL JUDGMENT**

This Consolidated Litigation having settled pursuant to the Amended Settlement Agreement<sup>1</sup> and the Court having entered an Order Granting Final Approval of Class Action Settlement and Dismissing Class Plaintiffs’ Claims (the “Final Approval Order”), IT IS

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<sup>1</sup> The “Amended Settlement Agreement” is defined as the Settlement Agreement approved in the Court’s October 5, 2017 Preliminary Approval Order (DE 266), as amended by the First Amendment to the Settlement Agreement and Release, dated [DATE] (DE \_\_\_\_).

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 Amended Settlement Agreement.

2. All of Plaintiffs' claims in this Consolidated Litigation that are not Released Claims, including those brought under the Fair Debt Collection Practices Act, are hereby dismissed without prejudice. All of Plaintiffs' and Settlement Class Members' claims in this Consolidated 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 Final Approval Order.

a. "Plaintiffs" means Keith Snyder, Susan Mansanarez, and Tracee A. Beecroft.

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

All persons who were called by Ocwen on the 1,685,757 unique cell phone numbers listed on Exhibit G to the Settlement Agreement (filed with the Court under seal) using its Aspect dialing system between October 27, 2010 and through and including October 5, 2017, the date of the Preliminary Approval Order ("Settlement Class Period"). Excluded from the Settlement Class are: (i) those persons who were called by Ocwen using its Aspect dialing system during the Settlement Class Period only on numbers not included on Exhibit G; (ii) individuals who are or were during the Settlement Class Period officers or directors of Ocwen or any of its Affiliates; (iii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iv) all individuals 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.



3. All Releasing Persons have released the Released Claims as against the Released Persons, 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 Amended Settlement Agreement. “Released Claims” does not include claims described in Section 4.2.6 of the Amended Settlement Agreement.

b. “Released Persons” means: (a) 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 present, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities; and (b) any person or entity making calls to Settlement Class Members on behalf of Ocwen, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities. For the avoidance of doubt, “Released Persons” specifically does not include Altisource Portfolio Solutions S.A., Altisource Solutions S.à r.l., Altisource Business Solutions Pvt. Ltd., or any other Affiliate or member of the Altisource family of companies. In addition, “Released Persons” does not include any trustee of a mortgage securitization trust which included loans made to any Settlement Class Member, 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.

c. “Releasing Persons” means Plaintiffs, all Settlement Class Members, and

anyone claiming through them such as heirs, administrators, successors, and assigns.

4. This Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Amended Settlement 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 Amended Settlement Agreement, including but not limited to Section 4.2 regarding injunctive relief.

5. 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 Chicago, Illinois, this day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Matthew F. Kennelly  
UNITED STATES DISTRICT JUDGE