

If you received a call on a cell phone from Ocwen Loan Servicing, LLC between October 27, 2010, and October 6, 2017, you may be entitled to benefits under a class action Settlement.

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

- Three consumers (“Class Representatives”) brought a lawsuit alleging that Ocwen Loan Servicing, LLC (“Ocwen” or “Defendant”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by using an automatic telephone dialing system to call cell phones (“Automatic Calls”) without proper consent.
- A Settlement has been reached in this case which affects certain individuals who received an Automatic Call from Ocwen between October 27, 2010, and October 6, 2017 (“Settlement Class Period”).
- The Settlement, if approved, will provide a \$17,500,000 fund from which eligible persons who file valid and timely Claims will receive cash awards (“Settlement Fund”). The cash awards are estimated to be approximately \$60, based on a ten percent claim rate.
- You are in the “Settlement Class” if you were called on one or more of 1,685,757 specific cell phone numbers to which Ocwen made Automatic Calls during the Settlement Class Period.
- In addition to paying settlement awards to Settlement Class Members, the Settlement Fund will be used to pay attorneys’ fees and costs to attorneys representing the Class Representatives and the Settlement Class (“Class Counsel”), any service awards to each of the three Class Representatives, the reasonable costs of notice and administration of the Settlement, and a possible charitable contribution if there are uncashed settlement award checks.
- Ocwen has also agreed to alter its record keeping practices as to whether it has obtained consent to call cell phone numbers, and has agreed to pay certain minimum amounts in future lawsuits that may arise.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	This is the only way to get a payment. You can submit a valid and timely Claim Form online at www.OcwenTCPASettlement.com or by mail to Ocwen TCPA Settlement, P.O. Box 3775, Portland, OR 97208-3775. If you fail to submit a Claim, you will not receive a settlement payment.
Do Nothing	Get no payment. Give up any rights to sue Ocwen or anyone else separately regarding the legal claims in this case.
Exclude Yourself or “Opt Out” of the Settlement	Get no payment. If you exclude yourself, you will not waive any rights you may have against Ocwen or anyone else with respect to the legal claims in this case.
Object	Write to the Court about why you believe the Settlement is unfair. Even if you file a valid and timely objection, you can still submit a Claim Form to receive a payment.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection.

- **En el sitio web, www.OcwenTCPASettlement.com, hay una notificación completa del acuerdo en español. Para un operador telefónico de habla español, llame al 1-888-723-1549.**

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made on valid and timely Claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice in the mail, it is because Ocwen's records indicate you may have received one or more Automatic Calls from Ocwen between October 27, 2010, and October 6, 2017.

More specifically, the Settlement Class comprises individuals that Ocwen called on 1,685,757 cell phone numbers using its Aspect telephone equipment during the Settlement Class Period.

The Court in charge of the case is the United District Court for the Northern District of Illinois, and the case is known as *Snyder, et al., v. Ocwen Loan Servicing, LLC*, No. 1:14-cv-08461 (N.D. Ill.). The proposed Settlement would resolve all claims in this case, as well as the claims at issue in a related case, *Snyder, et al. v. U.S. Bank, N.A., et al.*, No. 1:16-cv-11675 (N.D. Ill.), which seeks to hold certain trustees liable for Ocwen's calls, too. The people who sued are called the "Plaintiffs" or "Class Representatives," and the company sued, Ocwen Loan Servicing, LLC, is referred to herein as "Ocwen" or the "Defendant."

On June 28, 2017, the Court issued an opinion in the *Snyder* case indicating that the requirements for certifying an injunctive class were present. That ruling also indicated that Ocwen's Aspect telephone system, used to call Class Members, was an automatic telephone dialing system for purposes of this case. The parties settled after that ruling, but before the Court issued a more formal class certification opinion, and before the Court entered a formal injunction.

2. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Class Representatives filed and/or pursued this Action alleging that Ocwen violated the TCPA by using an automatic telephone dialing system to call cell phones without the prior express consent of the recipients.

Ocwen denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

3. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

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

The Court has certified a class action for settlement purposes only. You are in the Settlement Class if you are a person whom Ocwen called using its Aspect dialing system on one or more of 1,685,757 specific cell phone numbers between October 27, 2010, and October 6, 2017.

Excluded from the Class are individuals who were not users or subscribers of the 1,685,757 specific cellular telephone numbers during the Settlement Class Period, are officers or directors of Ocwen or of any Ocwen Affiliate, 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 all persons who validly exclude themselves or opt out of the Settlement Class.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-888-723-1549 or visit www.OcwenTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

Ocwen has agreed to pay a total settlement amount of \$17,500,000, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely Claim, to pay Class Counsel's attorneys' fees and costs, to pay a service award to the Class Representatives, and to pay costs and expenses of settlement administration.

Ocwen has also agreed to an injunction requiring it to alter its practices having to do with keeping track of whether it has consent to make autodialed phone calls to cell phones. More details about the injunction are available in the Settlement Agreement at Paragraph 4.2.

Ocwen has also agreed to enhanced damages for certain TCPA lawsuits filed after October 6, 2017, if nonconsensual Automatic Calls from Ocwen result from certain gaps in Ocwen's recordkeeping and calling practices:

In any individual case commenced between the date of the Preliminary Approval Order and a date that is two years from the date of Final Approval, if it is found liable for a TCPA violation, Ocwen agrees to pay not less than the amounts set forth below for each automated call placed after the date of the Preliminary Approval Order 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 the date of the Preliminary Approval Order. For the first 10 such calls Ocwen agrees to pay \$1,000 for each such call; for the next 11-50 calls agrees to pay \$1,250 for each such call, and any call more than 50 Ocwen agrees to pay \$1,500 for each call.

Any remaining monies from uncashed Settlement Relief may be redistributed in further distributions to Settlement Class Members who submitted valid and timely Claims and cashed settlement checks. However, if a further distribution would be administratively infeasible (e.g., less than \$1 per qualifying Claimant), the remaining monies will instead be donated to a *cy pres* recipient. Plaintiffs have proposed that such money be split between the National Consumer Law Center and the Public Justice Foundation.

HOW YOU GET A PAYMENT

6. How and when can I get a payment?

Each Settlement Class Member who submits a valid and timely Claim Form will receive Settlement Relief. Settlement Relief is a cash payment. The final cash payment amount will depend on the total number of valid and timely Claims filed by all Settlement Class Members. Settlement Class Members who received calls on more than one cell phone may submit one Claim per cell phone number, up to three. Class Counsel estimate that the amount of the cash award (while dependent upon the number of Claims) may be \$60, based on a ten percent claim rate. Eligible Settlement Class Members may make one Claim per associated unique cellular telephone number called.

Claims may be submitted electronically via the Settlement Website, www.OcwenTCPASettlement.com, or by mail, **no later than February 19, 2018**, to:

Ocwen TCPA Settlement, P.O. Box 3775, Portland, OR 97208-3775

The Court will hold a hearing on **April 5, 2018**, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. Whether the appeals, if any, can be resolved is uncertain, and resolving them can take time, perhaps more than a year. Please be patient.

7. What am I giving up to get a payment or stay in the Class?

If you are a Settlement Class Member, unless you exclude yourself, you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you can't sue, continue to sue, or be part of any other lawsuit against Ocwen or anyone else having to do with TCPA violations arising out of Automatic Calls made by Ocwen between October 27, 2010, and October 6, 2017, and all of the decisions and judgments by the Court will bind you.

For non-emergency calls or text messages to a cell phone number made using an automatic telephone dialing system without the prior express consent of the called party, the TCPA provides for damages of \$500 per violation, or up to \$1,500 for willful violations, plus an injunction limiting future conduct. However, Ocwen has denied that it made any illegal calls or sent any illegal texts to anyone, and in any future lawsuit it will have a full range of potential defenses, including that it had prior express consent to make the calls. In addition, the TCPA does not provide for attorneys' fees to prevailing individual Plaintiffs. This Settlement permits class members the opportunity to obtain a smaller amount of money, risk-free.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit regarding the claims described in this Notice, and you will release Ocwen from any liability for the Released Claims defined below and in the Settlement.

Remaining in the Settlement Class means that you, as well as anyone claiming through you such as heirs, administrators, successors, and assigns, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below).

Claims Released: Upon Final Approval, each member of the Settlement Class shall, by operation of the Judgment, 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 arising in *Beecroft v. Altisource Business Solutions Pvt. Ltd.*, No. 0:15-cv-02184-SRN-BRT (D. Minn.), are released.

The Settlement Agreement (available at the website) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 9 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue Ocwen on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement.

8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Snyder v. Ocwen Loan Servicing, LLC*, No. 1:14-cv-08461 (N.D. Ill.). Be sure to include your full name, address, and the cell phone number(s) at which you were called by Ocwen. You must also include a statement that you wish to be excluded from the Settlement and sign the statement. **You must mail your exclusion request, postmarked no later than February 19, 2018**, to:

Ocwen TCPA Settlement, P.O. Box 3775, Portland, OR 97208-3775

If you ask to be excluded, you will not get any Settlement Relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Ocwen in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members:

Terrell Marshall Law Group PLLC; Burke Law Offices, LLC; Ankcorn Law Firm PLLC; Heaney Law Firm, LLC; and The Cabrera Firm, APC.

All of these lawyers are called Class Counsel. You will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

10. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court to approve payment of up to \$5,833,333.33 to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus costs. Class Counsel will also request an award of \$25,000 to each of the three Class Representatives, as compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

11. How do I tell the Court that I do not think the Settlement is fair?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written statement with the Court saying that you object to the proposed Settlement in *Snyder v. Ocwen Loan Servicing, LLC*, No. 1:14-cv-08461 (N.D. Ill.). Be sure to include your full name, address, current phone number, cellular telephone number(s) Ocwen called you on, the reasons you object to the Settlement, and whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel. All objections shall identify any lawyer that represents you as to your objection and provide that lawyer's address and telephone number, but you do not have to have a lawyer. Any documents that you wish for the Court to consider must also be attached to the objection, and your objection should also be sent to Class Counsel and counsel for Ocwen. **Your objection to the Settlement must be filed no later than February 19, 2018.**

The objection must be provided as follows to the following:

<p><u>For Filing:</u></p> <p><i>Snyder v. Ocwen, No. 1:14-cv-08461</i> U.S. District Court, Northern District of Illinois 219 South Dearborn Street Chicago, IL 60604</p>	<p><u>By Mail:</u></p> <p>Beth E. Terrell Adrienne D. McEntee Terrell Marshall Law Group PLLC 936 N. 34th St., Suite 300 Seattle, WA 98103</p> <p>Alexander H. Burke Burke Law Offices, LLC 155 N. Michigan Ave., Suite 9020 Chicago, IL 60601</p> <p><i>Attorneys for Plaintiffs and the Settlement Class</i></p> <p>Brian V. Otero Hunton & Williams LLP 200 Park Avenue, 52nd Floor New York, NY 10166</p> <p><i>Attorneys for Defendant</i></p>
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THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Final Approval Hearing will be held at **9:30 a.m. on April 5, 2018**, at the United States District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, Illinois 60604, in Courtroom 2103. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and Incentive Awards to the Class Representatives as described above, and in what amounts. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. You do not have to come to this hearing, but you may attend at your own expense. However, any Settlement Class Member who fails to object to the Settlement in the manner described in section 11 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Final Approval Hearing in *Snyder v. Ocwen*, No. 1:14-cv-08461 (N.D. Ill.). Be sure to include your full name, address, and telephone number, as well as copies of any papers, exhibits or other evidence that you intend to present to the Court. Your notice of intention to appear must be filed no later than **February 19, 2018**. Copies of your notice of intent to appear must also be sent to the attorneys for the Plaintiffs and Settlement Class and to the attorneys for Defendant at the addresses provided above. You cannot speak at the hearing if you exclude yourself from the Settlement or do not file a timely notice of intent to appear.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will not receive a payment after the Court approves the Settlement and any appeals are resolved. In order to receive a payment, you must submit a Claim Form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ocwen or any other person having to do with the legal issues in this case.

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-888-723-1549; writing to: Ocwen TCPA Settlement, P.O. Box 3775, Portland, OR 97208-3775; or visiting the website at www.OcwenTCPASettlement.com, where you will also find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

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