

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNOSOTA**

**Stephen Phillips, Mary Tourville-  
Phillips, Sandi Barnett, Gregory  
Benjamin, Tyrus Davis, and  
Christopher Bingham, on behalf  
of themselves and all others similarly  
situated,**

**Plaintiff,**

**V.**

**Caliber Home Loans, Inc.,**

**Defendant.**

**Case No.: 0:19-cv-02711-WMW-LIB**

**DECLARATION OF JAMES  
PRUTSMAN REGARDING NOTICE  
PROCEDURES**

I, James Prutsman, declare as follows:

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”, f/k/a Heffler Claims Group or Heffler Claims Administration) in Philadelphia, Pennsylvania. I am over twenty-one years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my supervision.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, employment and labor, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in the *Phillips, et al. v. Caliber Home Loans, Inc.*, Case No.: 0:19-cv-02711-WMW-LIB referred to herein as the “Settlement.” Kroll’s duties in this Settlement have and will include: (a) receiving and analyzing the Settlement Class Member data (“the Settlement Class Member List”) from defense counsel; (b) creating a website with online claim filing capabilities; (c) establishing a post office box for the receipt of general mail and correspondence; (d) establishing an email address to receive Settlement Class Member inquiries; (e) establishing a toll-free number with an Interactive Voice Response (IVR) system; (f) preparing and sending Email Notice; (g) receiving and processing opt-outs and objections; and (h) such other tasks as counsel for the Parties or the Court orders Kroll to perform.

4. On August 2, 2021, Kroll received a data file containing 322,404 records. The data file’s key components were names and email addresses. Kroll performed an analysis of the data and determined that all records provided were unique.

5. On July 23, 2021, Kroll obtained a post office box with the mailing address: *Phillips v. Caliber Home, c/o Settlement Administrator*, PO Box 225931, New York, NY 10150-5391 in order to receive requests for correspondence from Settlement Class Members.

6. On July 22, 2021, Kroll created and is currently hosting a dedicated website entitled <https://www.mortgagepaytopaysettlement.com/>. The website went live on August 18, 2021. The website contains a summary of the Settlement; answers to frequently asked questions regarding the Settlement; allows Settlement Class Members to contact the Settlement Administrator with any questions; provides important dates, such as the Final Approval Hearing, and the Exclusion and Objection deadlines; includes important Court documents, such as the Preliminary Approval

Order, the Settlement Agreement, and the Long Form Notice; and allows Settlement Class Members the opportunity to submit a payment option online.

7. On August 18, 2021, Kroll established and is still maintaining a toll-free number, 1-844-367-8808, for Settlement Class Members to call and obtain additional information regarding the Settlement using an IVR system. As of October 8, 2021, 310 Settlement Class Members have called the IVR.

8. On or about May 20, 2021, Kroll received Word versions of the Long Form Notice and Email Notice from counsel. Kroll prepared and formatted drafts of the materials that counsel reviewed and approved. True and correct copies of the Long Form Notice and Email Notice are attached hereto as **Exhibit A**.

9. On August 18, 2021, email notice was sent. Of the 62,724 emails attempted for delivery, 9,117 emails bounced.

10. On September 1, 2021, Kroll caused the mailing of 268,797 Notices via First Class Mail.

11. As of October 8, 2021, Kroll has received and processed one request for exclusion from the Settlement. The name of the individual who requested exclusion from the Settlement is attached hereto as **Exhibit B**. The deadline for requesting exclusion is November 1, 2021.

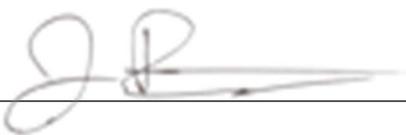
12. As of October 8, 2021, Kroll has received one objection to the Settlement. The name of the individual who objected to the settlement is attached hereto as **Exhibit C**. The deadline for objecting to the Settlement is November 1, 2021.

13. As of October 8, 2021, Kroll has received 4,542 payment options electronically through the Settlement Website. To prevent individuals outside the Settlement Class from submitting payment options and to prevent fraud, Settlement Class Members were provided a

unique Settlement Class Member ID on their respective Notices. The Settlement Class Member ID is required for Settlement Class Members to submit a payment option online.

14. As of the payment option submission deadline of October 1, 2021, 4,542 Settlement Class Members have submitted timely payment options. Those Settlement Class Members not submitting a payment option will receive their payments in the form of a no-fee MasterCard gift card. .

I declare under penalty of perjury under the laws of the State of Minnesota that the above is true and correct to the best of my knowledge and that this declaration was executed on October 11, 2021 in Oklahoma City, OK.

A handwritten signature in black ink, appearing to read 'JP', is written over a horizontal line.

James Prutsman

# Exhibit A

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA**

**A class action settlement may affect your rights if you paid Caliber Home Loans, Inc. a fee to make a residential loan payment by telephone, including through the use of the telephonic automated “IVR” (interactive voice response) system, or the internet between January 1, 2013 and January 21, 2020.**

**THIS NOTICE COULD AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY**

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

The United States District Court for the District of Minnesota (the “Court”) authorized this Notice. This Notice is a summary of a Proposed Settlement of three class action lawsuits titled *Phillips, et al. v. Caliber Home Loans, Inc.*, Case No. 0:19-cv-02711 (D. Minn.), *Barnett, et al. v. Caliber Home Loans, Inc.*, Case No. 2:19-cv-309 (S.D. Tex.), and *Davis, et al. v. Caliber Home Loans, Inc.*, Case No. 1:20-cv-00338 (M.D. N.C.). The three cases have been consolidated for Settlement before the U.S. District Court for the District of Minnesota. Stephen Phillips, Mary Tourville-Phillips, Sandi Barnett, Gregory Benjamin, Tyrus Davis, and Christopher Bingham (“Plaintiffs”) sued Caliber Home Loans, Inc., alleging that Caliber charged borrowers fees to make mortgage payments online or over the phone, including through the use of the telephonic automated “IVR” (interactive voice response) system (“Pay-to-Pay fees”). The Action asserts that Caliber’s practice of charging such fees, among other things, violated the federal Fair Debt Collection Practices Act, 16 U.S.C. § 1692f(1), various state debt collection laws, and breached the terms of the borrowers’ loan agreements. Caliber denies the allegations asserted in the Actions. The Court has not decided who is right.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing And Receive A Payment	If you are entitled under the Settlement to payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class ( <i>i.e.</i> , you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment.
Exclusion Deadline: November 1, 2021	Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
Objection Deadline: November 1, 2021	You may object to the terms of the Settlement Agreement and have your objections heard at the December 16, 2021, 9:00 a.m. CST Final Approval Hearing.
Do Nothing	You will receive any payment to which you are entitled and will give up your right to bring your own lawsuit against Caliber about the claims in this case.

Questions? Call 844-367-8808 or visit [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com).

This Notice summarizes the Proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com), by contacting Class Counsel at the addresses listed in Part 9 below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mnd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for District of Minnesota, Warren E. Burger Federal Building and U.S. Courthouse, 316 North Robert Street, Suite 100, St. Paul, MN 55101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

The following is a summary of the Settlement and of your rights.

### **1. Why is there a Notice?**

A Court authorized this Notice because you have a right to know about the Proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement and your legal rights.

Judge Wilhelmina M. Wright, of the U.S. District Court for the District of Minnesota, is overseeing this case. The case is known as *Phillips, et al. v. Caliber Home Loans, Inc.*, Case No. 0:19-cv-02711. The people who sued are called the "Plaintiffs." The Defendant is Caliber Home Loans, Inc.

### **2. What is this lawsuit about?**

The lawsuit claims that Caliber charged borrowers fees to make mortgage payments online, or over the phone, including through the use of the telephonic automated "IVR" (interactive voice response) system ("Pay-to-Pay fees"). The Action asserts that Caliber's practice of charging such fees, among other things, violated the federal Fair Debt Collection Practices Act, 16 U.S.C. § 1692f(1), various state debt collection laws, and breached the terms of the borrowers' loan agreements. Caliber denies the allegations asserted in the Actions. The Court has not decided who is right.

The Amended Complaint in this Action is posted on [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) and contains all of the allegations and claims asserted against Caliber.

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

In a class action, one or more people, called Class Representatives (in this one, mortgage borrowers whose mortgages were serviced by Caliber and who paid Pay-to-Pay fees), sued on behalf of people who have similar claims.

All of the people who have claims similar to the Class Representative are members of the Settlement Class, except for those who exclude themselves from the class.

### **4. Who is a Class Member?**

The Court has determined that every person who fits the following description is a Class Member:

All persons who (1) were borrowers on residential mortgage loans on properties in the United States whose loans were serviced by Caliber, and (2) paid a fee to Caliber for making a loan payment by telephone, IVR, or the internet, from January 1, 2013 to January 21, 2020.

**Caliber's records reflect that you may be a Class Member.**

## **5. Why is there a Settlement?**

Both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Notice. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected.

## **6. What are the terms of the proposed Settlement?**

The complete terms of the proposed Settlement are set forth in a formal Settlement Agreement (the "Agreement") which is on file with the Court, and which is also available on the Settlement Website at: [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). This Notice is only a summary of the Settlement, and in case of any conflict between this Notice and the Agreement, the terms of the Agreement will control.

In the proposed Settlement, Caliber has agreed to create a \$5,000,000.00 Common Fund. All Administrative Costs, any Court-awarded attorneys' fees and expenses to Class Counsel, and any Service Awards to the Class Representatives will be paid out of the Gross Settlement Fund first. The remaining balance of the Settlement Fund (the "Net Settlement Fund") will be distributed among the Class Representative and all Class Members who are not excluded from the class, as set forth below (the "Settlement Class Members"). If the Court awards all Administrative Costs, attorneys' fees and expenses, and Service Awards requested by the Parties, the Net Settlement Fund will be approximately \$3,040,299.

Also, as part of the Settlement, Caliber has agreed to stop charging fees for payments made online or by telephone, including through the use of the telephonic automated "IVR" (interactive voice response) system for three years.

Allocations of the Net Settlement Fund will be calculated on a borrower-by-borrower basis, such that each Class Member will receive an equal pro rata share of the monetary benefits. Settlement Class Members who receive a Settlement Payment are solely responsible for distributing or allocating their payment between or among all co-account holders.

**Attorneys' Fees and Expenses, and Service Award.** Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third (33.33%) of the Settlement Fund, or \$1,666,500, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$5,000 each. Class Counsel will file that request, along with all supporting documents, at least 21 days prior to the deadline to exclude from or object to the Settlement. The Fee and Service Award Application and all supporting papers will be available for your review on the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or Service Award amounts.

**You are not required to make any payments to Class Counsel in this action.**

## **7. How Can I Get the Relief?**

As long as you do not exclude yourself from the Settlement, you will automatically receive cash benefits from the Settlement, and you do not need to take further action. You are encouraged to visit the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) to select the format in which would like to receive your cash benefits. You may select between receiving your Settlement Payment on a MasterCard gift card, in the form of a paper check, or via various digital payment options, such as PayPal or Venmo. If no payment method is selected by October 1, 2021, you will receive your payment in the form of a MasterCard gift card, which can be used without a cost to you at all domestic merchants that accept MasterCard. Upon receipt of the MasterCard, you will have the option of visiting the Settlement Website and electing that the

balance thereon be paid out to you via paper check or an alternate digital payment option. **If you wish to receive your Settlement Payment in another format, including via check, you must visit [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) by October 1, 2021 to select your preferred option.**

The MasterCard gift cards will expire in two years, but may be extended upon request. If you elect to receive your funds via checks, checks will be valid for 90 days. Settlement Class Members may request that the Settlement Administrator reissue a check for one additional 90-day period for good cause shown. If there is any amount in the Settlement Fund that remains following the distribution of checks to Settlement Class Members as a result of checks being returned undeliverable or which are not cashed within 90 days, those funds will be distributed on a *pro rata* basis to Settlement Class Members who cashed their checks. Within 180 days after the Settlement Administrator mails the first Settlement Class Member Payments, the Settlement Administrator will decide whether Residual Funds should be distributed to the Settlement Class Members through a secondary distribution. If the amount of the remaining funds is so minimal that a secondary distribution would be impracticable or infeasible, then, subject to the Court's approval, the remaining funds shall be distributed to Habitat for Humanity, a 501(c)(3) charitable organization that works with nonprofits around the country on housing issues.

### **8. When Will I Get the Relief?**

As described below, the Court will hold a Final Approval Hearing on December 16, 2021 at 9:00 a.m. CST, to decide whether to grant Final Approval of 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. Payments to Settlement Class Members will only be made after the time for any appeals expires. **Please be patient.**

### **9. Who Represents Me?**

The Court has appointed James L. Kauffman of Bailey & Glasser LLP, Randy Pulliam of Carney Bates & Pulliam, PLLC, and Hassan A. Zavareei and Kristen G. Simplicio of Tycko & Zavareei LLP to represent you and other Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

You may contact Class Counsel at:

James Kauffman  
Bailey & Glasser LLP  
1055 Thomas Jefferson Street NW  
Suite 540  
Washington, DC 20007

Randy Pulliam  
Carney Bates & Pulliam, PLLC  
519 W 7th Street  
Little Rock, AR 72201

Hassan Zavareei  
Kristen G. Simplicio  
Tycko & Zavareei LLP  
1828 L Street, NW – Suite 1000  
Washington, DC 20036

**10. How will the lawyers be paid?**

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third (33.33%) of the Settlement Fund, or \$1,666,500, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$5,000 each. Class Counsel will file that request, along with all supporting documents, at least 21 days prior to the deadline to exclude from or object to the Settlement. The Fee and Service Award Application and all supporting papers will be available for your review on the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or Service Award amounts.

**11. How do I exclude myself from the Settlement?**

If you do not want benefits from the Settlement and you want to keep the right to sue or continue to sue Caliber on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement Class.

If you choose to exclude yourself from the Settlement, you must send a written statement to the Settlement Administrator that includes name, address, phone number and signature of the borrowers(s) seeking exclusion, as well as language clearly indicating a request for exclusion, such as "I wish to be excluded from the Settlement in *Phillips v. Caliber Home Loans, Inc.*". If there are co-borrowers on the loan, all co-borrowers must sign the request for exclusion.

You must mail your request for exclusion by no later than November 1, 2021 to:

Phillips v Caliber Home Loans, Inc.  
c/o Settlement Administrator  
P.O. Box 225391  
New York, NY 10150-5391

If you are a co-borrower or joint borrower on a loan covered by the Settlement and you exclude yourself from the Settlement, all co-borrowers and/or joint borrowers on the loan must sign the request for exclusion and will also be excluded from the Settlement. Similarly, if you are a co-borrower or joint borrower on a loan covered by the Settlement and another borrower on that loan is a Class Member who excludes themselves from the Settlement, you must also sign the exclusion and will also be excluded from the Settlement. If you do not exclude yourself, and no co-borrower or joint borrower on your loan excludes themselves, you (and your co-borrower(s) and/or joint borrower(s), if any) will be bound by this Settlement.

**12. If I do not exclude myself, can I sue Caliber for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Caliber for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit.

**13. If I exclude myself, will I receive a payment?**

No. You will not receive a payment if you exclude yourself from the Settlement.

**14. How do I tell the Court that I don't like the Settlement?**

If you are a Settlement Class Member and have not requested to be excluded from the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses, and/or Class Counsel's request for Service Awards for the Class Representatives.

You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

The Court will accept objections that substantially comply with the objection requirements set forth below, and the submission of the following may be excused upon a showing of good cause. In particular, your objection must include the following:

- Your name, address, email address (if any), and phone number;
- The case caption, *Phillips v. Caliber Home Loans, Inc.*, Case No. 0:19-cv-02711 (D. Minn.);
- The specific legal and factual bases for your objection;
- A list of all cases in which you have objected to a class action settlement, including case name, court, and docket number;
- If you are represented by counsel, a list of all cases in which your counsel has represented an objector in objecting to a class action settlement, including the case name, court, and docket number;
- A statement indicating whether you and/or your counsel intend to appear at the Final Approval Hearing;
- A list of witnesses, if any, that you intend to call;
- Whether the objection relates only to you, to a subset of the Settlement Class, or to the entire Settlement Class; and
- Your signature.

Any Settlement Class Member who has not submitted a timely request for exclusion may appear at the Final Approval Hearing either in person or through an attorney. However, if the Settlement Class Member intends to appear through counsel, the Settlement Class Member must have submitted a written objection pursuant to this section. Any lawyer who intends to appear at the Final Approval Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the Response Deadline. Any Settlement Class Member who intends to request the Court to allow him or her to call witnesses at the Final Approval Hearing must make such a request in a written brief, which contains a list of such witnesses and a summary of their requested testimony.

Your objection must be postmarked no later than November 1, 2021 and must be mailed to the Court c/o the Clerk of the Court for the United States District Court for District of Minnesota, Warren E. Burger Federal Building and U.S. Courthouse, 316 North Robert Street, Suite 100, St. Paul, MN 55101 or filed in person on or before November 1, 2021 at any location of the United States District Court for the District of Minnesota.

### **15. What am I agreeing to by remaining in the class in this case?**

If the Settlement receives final approval from the Court, the Settlement will be legally binding on all Settlement Class Members, including Settlement Class Members who object. If you, or someone acting on your behalf, are currently litigating claims against Caliber or other released parties that are the same as or similar to those addressed here, you will be barred from pursuing the claims released by the Settlement unless you validly exclude yourself, as described above. Under the terms of the release, you will not be able to sue for any claim relating to Pay-to-Pay Fees for mortgage payments made over the internet, and or by phone, including those made using the telephonic automated "IVR" (interactive voice response) system, between January 1, 2013 and January 21, 2020.

The full terms of the release, which will bind all Settlement Class Members as to certain claims against Caliber and certain affiliates and related entities ("Released Parties"), are set forth in the Settlement

Agreement, which is on file with the Court, and which is available on the Settlement Website at: [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). Unless you exclude yourself, you will be a Settlement Class Member, and that means that any claims you have regarding fees Pay-to-Pay fees you paid to Caliber will be fully and completely resolved, and that you cannot sue, continue to sue, or be part of any other lawsuit against Caliber about Caliber's collection of Pay-to-Pay fees. It also means that the Court's Orders approving the Settlement and the judgment in this case will apply to you and legally bind you.

If you want to keep the right to sue or continue to sue Caliber, on your own, about Caliber's collection of Pay-to-Pay fees, you must exclude yourself from the Settlement in this case. If you exclude yourself, as set forth above, you will not receive any of the benefits of the Settlement, as described above.

## **16. What Happens Next?**

The Court will hold a "Final Approval Hearing" on December 16, 2021, at: 9:00 a.m. CST, to hear any objections and to consider whether to give final approval to the Settlement. Further information about how to attend that hearing, including whether the hearing will be held in person at the courthouse or online via Zoom videoconferencing, will be available on the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will hear objections at the hearing only from those who timely object to the Settlement, as described below. You may participate in the Final Approval Hearing with or without an attorney, but if you choose to be represented by an attorney, you must do so at your own expense.

## **YOU DO NOT HAVE TO APPEAR AT THE HEARING TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the Settlement in *Phillips, et al. v. Caliber Home Loans, Inc.*, Case No. 0:19-cv-02711 (D. Minn.);
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear no later than **November 1, 2021**, to:

James Kauffman  
Bailey & Glasser LLP  
1055 Thomas Jefferson Street NW  
Suite 540  
Washington, DC 20007

Randy Pulliam  
Carney Bates & Pulliam, PLLC  
519 W 7th Street  
Little Rock, AR 72201

Hassan Zavareei  
Kristen G. Simplicio  
Tycko & Zavareei LLP  
1828 L Street, NW – Suite 1000  
Washington, DC 20036

David T. Biderman  
Perkins Coie LLP  
1888 Century Park East  
Suite 1700  
Los Angeles, CA 90067

Phillips v Caliber Home Loans, Inc.  
c/o Settlement Administrator  
P.O. Box 225391  
New York, NY 10150-5391

**More Information Is Available**

This Notice is only a summary of the Settlement and the Agreement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement, and additional court documents related to the Settlement, at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com).

If you have other questions regarding the Settlement, you may also contact Class Counsel at:

James Kauffman, Bailey & Glasser LLP, 1055 Thomas Jefferson Street NW, Suite 540, Washington, DC 20007, (202) 463-2105, [jkauffman@baileyglasser.com](mailto:jkauffman@baileyglasser.com).

Randy Pulliam, Carney Bates & Pulliam, PLLC, 519 W 7th Street, Little Rock, AR 72201, (501) 312-8500, [rpulliam@cpblaw.com](mailto:rpulliam@cpblaw.com)

Hassan Zavareei and Kristen Simplicio, Tycko & Zavareei LLP, 1828 L Street, NW – Suite 1000, Washington, DC 20036, (202) 973-0900, [hzavareei@tzlegal.com](mailto:hzavareei@tzlegal.com); [ksimplicio@tzlegal.com](mailto:ksimplicio@tzlegal.com).

You may also contact the Settlement Administrator at:

Phillips v Caliber Home Loans, Inc.  
c/o Settlement Administrator  
P.O. Box 225391  
New York, NY 10150-5391

You may also review the Court's file during regular court hours at:

Clerk of the Court for the United States District Court for District of Minnesota  
Warren E. Burger Federal Building and U.S. Courthouse  
316 North Robert Street, Suite 100  
St. Paul, MN 55101

**PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE CLERK OF THE COURT.**

**(Email Notice)**

**From:** Caliber Home Loans Pay-to-Pay Fee Litigation Settlement Administrator

**Subject Line:** Caliber Home Loans Pay-to-Pay Fee Settlement

Content:

Class Member ID: <RefNum>>

<<Borrower First Name>> <<Borrower Last Name>>

<<Co Borrower First Name>> <<Co Borrower Last Name>>

**A federal court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.**

You are receiving this Notice because you could be affected by a class action lawsuit against Caliber Home Loans, Inc. (“Caliber” or “Defendant”) involving its assessment of Pay-to-Pay Fees to make mortgage payments online or over the phone, including through the use of the telephonic automated “IVR” (interactive voice response) system.

A Settlement has been reached in a class action lawsuit alleging that Caliber’s practice of charging such fees, among other things, violated the federal Fair Debt Collection Practices Act, the debt collection practices laws of the various states, and breached the terms of the borrowers’ loan agreements. Caliber denies the allegations asserted in the actions. The court has not decided who is right. Plaintiffs and the Defendant have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation. You can read the Complaints, Settlement Agreement, and other case documents on the Settlement Website:

[www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com)

**Who’s Included?** Caliber’s records show you are a member of the Settlement Class. The Settlement Class includes all persons All persons who (1) were borrowers on residential mortgage loans on properties in the United States whose loans were serviced by Caliber, and (2) paid a fee to Caliber for making a loan payment by telephone, IVR, or the internet, from January 1, 2013 to the January 21, 2020.

**What are the Settlement terms?** Caliber has agreed to establish a cash Common Fund of \$5,000,000.00 from which Settlement Class Members will receive payments by check. Pursuant to the Court’s approval, the Gross Settlement Fund will also be used to pay Settlement Notice and Administration Costs, attorneys’ fees and expenses to Class Counsel, and Service Awards for the Class Representatives. The Net Settlement Fund, net of any Settlement Administration Costs, Service Awards, and attorneys’ fees and expenses award by the Court, will be distributed *pro rata* based on the number of times a Settlement Class Member paid a Pay-to-Pay Fee during the Class Period as determined by Defendant’s records. If the Court awards all Administrative Costs, attorneys’ fees and expenses, and Service Awards requested by the Parties, the Net Settlement Fund will be approximately \$3,040,299.

In connection with the litigation, Caliber stopped charging the fees on January 21, 2020, and has agreed to stop charging fees for online, telephone, and IVR payments for an additional two years after the final approval of this Settlement.

Settlement Class Members will automatically receive monetary payments from the Net Settlement Fund based on the amount of fees that the Settlement Class Member paid. Settlement Class Members are solely responsible for distributing or allocating Settlement Payments between or among all co-account holders.

You have the option to visit the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) to select the format in which would like to receive your Settlement Payment. You may choose to receive your payment on a MasterCard gift card, in the form of a paper check, or via various digital payment options. If no payment method is selected by October 1, 2021, you will receive your payment in the form of a MasterCard gift card, which will be mailed to you. The MasterCard can be used without a cost to you at all domestic merchants that accept MasterCard. Upon receipt of the MasterCard, you will have the option of visiting the Settlement Website and electing that the balance thereon be paid out to you via paper check or an alternate digital payment option. **If you wish to receive your Settlement Payment in another format, including via check, you must visit [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) October 1, 2021 and to select your preferred option.**

The MasterCard gift cards will not expire. If you elect to receive your funds via checks, checks will be valid for 90 days. Settlement Class Members may request that the Settlement Administrator reissue a check for one additional 90-day period for good cause shown. If there is any amount in the Net Settlement Fund that remains following the distribution of checks to Settlement Class Members as a result of checks being returned undeliverable or which are not cashed within 90 days, those funds will be distributed on a *pro rata* basis to Settlement Class Members who cashed their checks. Within 180 days after the Settlement Administrator mails the first Settlement Class Member Payments, the administrator will decide whether Residual Funds should be distributed to the Settlement Class Members through a secondary distribution. If the amount of the remaining funds is so minimal that a secondary distribution would be impracticable or infeasible, then, subject to the Court's approval, the remaining funds shall be distributed to Habitat for Humanity, a 501(c)(3) charitable organization that works with community organizations to support initiatives that help homeowners.

**Your Other Options:** If you do not want to be bound by the Settlement, you must exclude yourself by November 1, 2021. If you exclude yourself, you cannot get money from this Settlement. If you do not exclude yourself, you will release your claims against Caliber for the claims at issue in this lawsuit. Specifically, you will not be able to sue for any claim relating to Pay-to-Pay Fees for phone, internet, and IVR mortgage payments between January 1, 2013 and January 21, 2020. The Long Form Notice available at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) contains instructions for how to exclude yourself.

If you do not exclude yourself, you may object to the Settlement by November 1, 2021. The Long Form Notice available at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com) contains instructions for how to object.

**Final Approval Hearing:** The Court will hold a Final Approval Hearing on December 16, 2021, at 9:00 a.m. CST. Further information about how to attend that hearing, including whether the hearing will be held in person at the courthouse or online via Zoom videoconferencing, will be available on the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check

the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

At the Final Approval Hearing, Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third (33.33%) of the Gross Settlement Fund, or \$1,666,500, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$5,000 each. Class Counsel will file that request, along with all supporting documents, at least 21 days prior to the deadline to exclude yourself from or object to the Settlement. The Fee and Service Award Application and all supporting papers will be available for your review on the Settlement Website at [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com). The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. You may appear at the hearing, but you don't have to. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

**If you do not take any action, you will be legally bound by the Settlement and any orders or Judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Caliber.**

This notice provides limited information about the Settlement. For more information call  
844-367-8808

or visit [www.MortgagePaytoPaySettlement.com](http://www.MortgagePaytoPaySettlement.com)



# Exhibit B

Exclusion Report

Romeo-Rohan Coleman -and- Cheryl-Teresa Cruise - Laurelton, New York

# Exhibit C

Objection Report

Mr. Dennis Hicks and Mrs. Theresa Hicks

Cincinnati, OH