

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

TONIA WILLIAMS, and BEVERLY  
DANTZLER, on Behalf of Themselves and  
All Others Similarly Situated,

*Plaintiffs,*

v.

PHH MORTGAGE CORPORATION d/b/a  
PHH MORTGAGE SERVICES,

*Defendant.*

Civil Action No. 3:25-cv-00144-FDW-SCR

**STIPULATION OF SETTLEMENT AND RELEASE**

## **TABLE OF EXHIBITS**

- Exhibit A: Long Form Class Notice
- Exhibit B: Email Class Notice
- Exhibit C: Postcard Class Notice
- Exhibit D: Operative Complaint
- Exhibit E: [proposed] Preliminary Approval Order

**IT IS HEREBY STIPULATED AND AGREED**, by and between Plaintiffs Tonia Williams and Beverly Dantzler (collectively, “Plaintiffs”) and Defendant PHH Mortgage Corporation (“PHH”) (collectively with Plaintiffs, the “Parties”), with all terms as defined below, each through their duly authorized counsel, that the above-captioned action, *Tonia Williams et al. v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 3:25-cv-00144-FDW (W.D.N.C.) is hereby settled on all of the terms and conditions set forth in this Stipulation of Settlement and Release, and that upon approval by the Court, final judgment shall be entered on the terms and conditions set forth herein.

**I. INTRODUCTION**

**1. The Litigation**

This Action represents the consolidation for settlement purposes only of two putative class actions: *Tonia Williams v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 3:25-cv-00144-FDW (W.D.N.C.) and *Beverly Dantzler v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 2:23-cv-10562-SRM (C.D. Cal.). Each putative class action concerned the content of PHH’s notice of default letters, which the Plaintiffs asserted (and PHH denied) were threatening and misleading communications under the Fair Debt Collection Practices Act (“FDCPA”) and state analogs.

A. *Williams v. PHH, No. 3:25-cv-00144-FDW-SCR (W.D.N.C.)*

Plaintiff Williams filed this Action against PHH on January 14, 2025, in Mecklenburg County Superior Court (Doc. 1-2). PHH removed the case to Western District of North Carolina, Charlotte Division on February 26, 2025. (Doc. 1). In the initial complaint, Plaintiff Williams asserted claims for violation of the FDCPA, the North Carolina Debt Collection Act (“NCDCA”), the North Carolina Collection Agency Act (“NCCAA”), and negligent misrepresentation under North Carolina law, all based on PHH’s notice of default letters, which she contends contained

false threats that PHH intended to immediately accelerate and foreclose upon her loan if she did not cure her default, when, according to Plaintiff Williams, PHH did not intend and legally could not accelerate and foreclose until her loan became at least 120 days delinquent, which was about 30 days beyond the notice of default deadline. Plaintiff Williams sought to represent two overlapping classes of borrowers residing in North Carolina to whom PHH sent notice of default letters, the first of which included all such borrowers and the second of which was limited to borrowers whose loans were “in a state of default” when PHH acquired servicing rights.

On March 5, 2025, PHH filed a motion to dismiss (Doc. 5), a motion to strike Plaintiff Williams’ class allegations (Doc. 7), and an answer (Doc. 9). Rather than respond, Plaintiff Williams filed an amended complaint (Doc. 12). The amended complaint alleged the same basic facts and asserted the same violations of the FDCPA, NCDCA, and NCCAA, and negligent misrepresentation. As before, Williams alleged that PHH’s notice of default letters violated Section 1692e(5) of the FDCPA by “us[ing]false representations and deceptive means to collect or attempt to collect” on Plaintiff Williams’ debt, “threaten[ing] action it did not intend to take,” and “threaten[ing] to take action that it could not legally take,” (Doc. 5 ¶ 100), and Section 1692e(10) by “using false representations and deceptive means,” (*Id.* ¶ 106). For the same reasons, Plaintiff Williams also alleged the same notice of default letters also violated Section 1692f of the FDCPA, the NCDCA, the NCCAA, and common law principles of negligent misrepresentation. (*Id.* at 24–32).

PHH moved to dismiss the amended complaint in its entirety on April 16, 2025, (Doc. 15), arguing, among other things, that not even the “least sophisticated consumer” could reasonably interpret PHH’s notice of default letters as a threat of imminent legal action. (Doc. 16 at 6).<sup>1</sup> This

---

<sup>1</sup> PHH also argued for dismissal on the grounds that Williams failed to comply with her mortgage’s

was so because the notices used nonthreatening conditional language that precisely tracked the language that PHH was contractually obligated to include pursuant to Plaintiff Williams’ mortgage agreement (specifically, that failure to cure the delinquency *may*, at some unspecified future time, result in acceleration). The notices also invited borrowers like Plaintiff Williams to seek financial counselling or to contact PHH directly as alternatives to foreclosure, which, according to PHH, further reflected that they were not threats of imminent legal action. (*See id.* at 1–2). PHH’s motion to dismiss remains pending.

B. *Dantzler v. PHH, No. 2:23-cv-10562-SRM (C.D. Cal.)*

Plaintiff Beverly Dantzler filed her action on December 18, 2023 in the Central District of California. *Dantzler*, No. 2:23-cv-10562-SRM, Dkt. 1 (C.D. Cal.). As in *Williams*, Plaintiff Dantzler received a notice of default letter from PHH that she alleges was a “false and misleading threat of acceleration and foreclosure” in violation of the FDCPA and California’s Rosenthal Act, as well as common law principles of negligent misrepresentation. (*Id.* at ¶ 3, *see also id.* at 13–20). She filed an amended complaint on March 12, 2024. *Dantzler*, No. 2:23-cv-10562-SRM, Dkt. 16.

Like Plaintiff Williams, Plaintiff Dantzler alleges that PHH’s notice of default letters are misleading threats of imminent acceleration and foreclosure, in violation of Sections 1692e(5), 1692e(10), and 1692f(6) of the FDCPA. *Id.* ¶¶ 64–89. She also alleges that the notice of default letters violated the Rosenthal Act by misrepresenting PHH’s intention to foreclose, and that the same conduct supported a common law negligent misrepresentation claim. (*Id.* ¶¶ 90–106). PHH moved to dismiss Plaintiff Dantzler’s claims on March 26, 2024. *Dantzler*, No. 2:23-cv-10562-SRM, Dkt. 19. As in *Williams*, PHH argued that its notice of default letters, which used conditional  

---

notice and cure provision.

language that precisely tracked the language required by Plaintiff Dantzler's Deed of Trust, could not reasonably be read by the least sophisticated borrower to have threatened imminent acceleration and foreclosure. *Id.*

The court granted that motion in part and denied it in part. *Dantzler v. PHH Mortg. Corp.*, No. 2:23-cv-10562-SRM, 2024 WL 5379405 (C.D. Cal. Dec. 23, 2024). The court determined that Plaintiff Dantzler could not pursue her Section 1692e claim because PHH, as a mortgage servicer, did not qualify as a "debt collector" under that Section. *Id.* at \*3. But the court said that she *could* assert a claim under Section 1692f because "PHH enforces security interests," and therefore *was* a debt collector under that Section. *Id.* at 4. The court concluded that Plaintiff Dantzler had stated a claim under Section 1692f(6)(B) and the Rosenthal Act after crediting Plaintiff Dantzler's allegation that PHH's notice of default letters "threatened foreclosure" without a "present intention" to foreclose. *Id.* at \*4–5. The court also allowed the negligent misrepresentation claim to proceed, determining that Plaintiff Dantzler "sufficiently alleged that the Notice contain[ed] misleading information." *Id.* at \*6–7.

Plaintiff Dantzler again amended her complaint on January 13, 2025, dropping the Section 1692e claims. *Dantzler*, No. 2:23-cv-10562-SRM, Dkt. 51. Plaintiff Dantzler and PHH thereafter engaged in substantial written discovery and document production, but the case has since been stayed in light of this settlement. *Dantzler*, No. 2:23-cv-10562-SRM, Dkt. 75.

### C. Consolidation and Settlement

The Parties have recognized from the outset the possibility that different courts can reach different conclusions on the merits of the claims presented. Indeed, cases involving the notice of default letters sent by other mortgage servicers have had disparate outcomes. In some of those cases, courts dismissed similar FDCPA claims after concluding that the notice of default letters at issue in those cases were not false threats of immediate acceleration and foreclosure. In other cases,

courts have denied motions to dismiss or granted motions for summary judgment in favor of plaintiffs.

While there are meaningful differences between the language of the notice of default letters of other mortgage servicers and the language of the PHH notice of default letters at issue in the *Williams* and *Dantzler* cases, conflicting decisions in *Dantzler* and two related actions not included as part of this settlement validated the Parties' concern. The court in *Dantzler* dismissed Dantzler's Section 1692e claims because PHH was not a debt collector under that Section but held that Dantzler had plausibly alleged a violation of Section 1692f and California state law. Conversely, the magistrate judge in a related action alleging the same conduct and asserting similar claims recommended that all claims against PHH be dismissed with prejudice. *See Alexander v. PHH Mortg. Corp.*, No. 1:25-cv-01006-MHC-WEJ, 2025 WL 2094084 (N.D. Ga. Jun. 5, 2025). So too did the District Judge in another related case. *See Polcare v. PHH Mortg. Corp.*, No. 1:24-cv-639-LEK-CFH, 2025 WL 3085653 (N.D.N.Y. Sept. 30, 2025).

Recognizing the possibility of disparate outcomes, and given the rulings in *Dantzler* and *Alexander*, the Parties decided to mediate this dispute before Marty Van Tassel of Upchurch Watson White & Max. The mediation was held on Tuesday, October 7, 2025, during which the Parties made substantial progress in reaching an agreement in principle, subject to final approval by PHH, on several material terms for a class action settlement. In the weeks that followed, the Parties, assisted by Mr. Van Tassel, continued to negotiate, and ultimately reached the Settlement Agreement embodied herein.

Pursuant to this Settlement Agreement, the Parties agreed to effectively consolidate for settlement purposes only the *Williams* and *Dantzler* actions into the present action, *Williams et al. v. PHH Mortgage Corporation* in the Western District of North Carolina. To effectuate that

consolidation, PHH and Plaintiff Dantzler sought and obtained a stay of the *Dantzler* case pending approval of this Settlement, after which the *Dantzler* case would be dismissed with prejudice. The Parties also agreed, however, that should Settlement not be approved by the Court, be terminated pursuant to this Agreement, or otherwise reach its Final Settlement Date, then the consolidated complaint would be voluntarily dismissed and that the *Williams* and *Dantzler* cases would be reinstated and would proceed separately as they were proceeding before the settlement agreement was reached.

Consistent with the settlement agreement, on January 15, 2026, Plaintiffs filed a consent motion for leave to file the Consolidated Class Action Complaint, and the Consolidated Class Action Complaint, which is now the Operative Complaint in this action. (Doc. 37, 39). In the Operative Complaint, Plaintiffs Williams and Dantzler assert claims for violations of the FDCPA, NCCAA, NCDCA, and California's Rosenthal Act.

This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of PHH, or any of the Released Persons (as defined in this Agreement), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

## **2. Plaintiffs' Views on Benefits of Settlement**

Plaintiffs contend that the Settlement provides significant benefits to current and former residential mortgagors who were serviced by PHH during the relevant time period. Indeed, the Settlement provides benefits to nearly 96,000 consumers who received a Notice of Default from PHH when their loans exceeded the 45<sup>th</sup> day of delinquency asserting, *inter alia*, that the loan may be accelerated if full payment of the default amount is not paid by the expiration date.

If the Settlement does not occur, Plaintiffs will need to: (1) proceed with discovery in North Carolina and California litigation; (2) begin briefing summary judgment and class certification once discovery is complete; and (3) assuming class certification is granted, the Plaintiffs would then need to proceed to trial. Each of these risks, by itself, could have impeded Plaintiffs' successful prosecution of these claims—resulting in zero benefit to the Settlement Class. Any potential recovery could be significantly delayed by appellate proceedings as well. Under the circumstances, Plaintiffs and Class Counsel appropriately determined that the Settlement reached with PHH outweighed the gamble of continued litigation. If the Settlement is approved, without any Settlement Class Member having to file a claim, the Settlement Administrator will mail a Settlement Check to each Settlement Class Member (or otherwise provide electronic payment if arrangements for electronic payment are made by a particular Settlement Class Member). The only step that Settlement Class Members will be required to complete is simply cashing their checks within six months. This is a significant result for Settlement Class Members. The amount of each check will be specific to each of the Settlement Classes.

### **3. PHH's Denial of Wrongdoing and Liability and Reasons for Settlement**

At all times, PHH has denied and continues to deny liability for the claims asserted in the Action and the Related Case and denies that it committed, threatened, attempted or intended to commit any wrongful act or violation of law or duty. PHH maintains that its practices and procedures associated with sending notice of default letters were lawful and, in fact, expressly required by borrowers' mortgage documents.

Among other things, PHH contends that its notice of default letters could not have violated Sections 1692e(5), 1692e(10), or 1692f of the FDCPA (or any state law analogs or common law doctrines) because the notice of default letters contained inherently unthreatening conditional language that was required by the borrowers' mortgage documents. As the *Polcare* court

concluded, PHH's notice of default letter at issue in that case (which is substantially similar to the notice of default letters at issue in the other cases) could not have violated the FDCPA because, reading it "as a whole, the least sophisticated consumer" would understand the prospect of legal action not as a threat, but only as a mere "possibility." *Polcare*, 2025 WL 3085653, at \*5. Indeed, the letters' reference to potential acceleration and foreclosure was not "false, deceptive, or misleading" under the FDCPA, but instead was mandated by borrower mortgage agreements.

Similarly, the *Alexander* court noted that PHH's notice "simply flagged [the plaintiff's] default and explained the potential consequences that 'may' happen should she fail to cure that default by using the precise language she agreed to in her mortgage documents." *Alexander*, 2025 WL 2094084, at \*7. Indeed, "nothing in the Notice of Default could be fairly read to threaten the 'imminent' or 'immediate' acceleration and foreclosure of [the plaintiff's] loan." *Id.* (emphasis added). Moreover, the fact that the letters advise borrowers of alternatives to foreclosure further remove them from being appropriately or reasonably characterized as misleading threats of immediate acceleration and foreclosure. Using contractually-mandated conditional language informing borrowers of the potential consequences of continued failure to satisfy their mortgage obligation cannot possibly be considered "unfair" or "unconscionable." And for all of these same reasons, PHH also maintains that Plaintiffs' claims under various state laws, including the Rosenthal Act, NCDCA, and NCCAA fail as well.

PHH also has other defenses to Plaintiffs' individual claims. For example, PHH disputes that it could be considered a "debt collector" under the FDCPA and the applicable state analogs. In addition, each Plaintiff was obligated by his or her mortgage agreement to provide notice of the claim before filing suit, so that PHH would have the opportunity to potentially correct the issue short of litigation; the failure to comply with that notice-and-cure requirement is fatal. Similarly,

PHH contends that neither of the Plaintiffs were injured by the notice of default letters. While both Plaintiffs contend they were injured as a result of receiving the challenged notice of default letters because they paid off their delinquency before the deadlines stated in their letters (which, they claim, was sooner than they otherwise would have), in reality, neither of the Plaintiffs actually did so. Even had they, PHH maintains that paying an amount that is indisputably owed cannot possibly be a concrete or particularized injury.

In addition, PHH maintains that it has strong defenses to class certification. In particular, whether or not a borrower was injured as a result of receiving the notice of default letter is an inherently individualized question, turning on a number of specific factual issues, including whether the borrower received the letter, whether the borrower read the letter, how the borrower interpreted the letter, and whether receipt of the letter caused the borrower to make a payment that the borrower otherwise would not have made. PHH maintains that as a result of these individualized issues, which would require separate discovery and hearings on the merits for every single class member, class certification is inappropriate. Likewise, PHH maintains that the existence of and compliance with any contractually mandated notice-and-cure requirement is also an individualized issue, defeating class certification.

Nevertheless, taking into account the uncertainty and risks inherent in any litigation, PHH has concluded that further defense of the Action would be counterproductive, would not be cost-efficient, and would be unduly protracted, costly, burdensome and disruptive to its business operations, as compared to the terms of Settlement. Rather, PHH believes that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. As set forth in Paragraphs 2.3, 5.4, and 11.6.3 below, this Agreement shall in no event be construed as or deemed to be evidence of an admission

or concession by PHH or any of the Released Persons with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

\* \* \*

Given all of the foregoing and considering the risks and uncertainties inherent in continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Agreement and Settlement are more than fair, reasonable, adequate and in their respective best interests.

## **II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

### **1 Definitions**

1.1 As used in this Agreement and the attached exhibits (which are integral parts of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1.1.1 “Action” means the lawsuit captioned *Tonia Williams et al. v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 3:25-cv-00144-FDW pending in the United States District Court for the Western District of North Carolina, Charlotte Division, inclusive of the Operative Complaint, for which Plaintiffs moved for leave to file on January 15, 2026 and which was filed on January 15, 2026.

1.1.2 “Agreement” means this Stipulation of Settlement and Release and the exhibits attached hereto or incorporated herein, including any amendments subsequently agreed to by the Parties pursuant to the provisions of Section 11 of this Agreement and any exhibits to such amendments.

1.1.3 “Attorneys’ Fees and Expenses” means such aggregate funds as may be awarded by the Court from the Settlement Funds to compensate Class Counsel (and any other past, present, or future attorneys for Plaintiffs or the Settlement Class in this Action)

for all of the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements earned or incurred collectively and individually by any and all of them, their investigators, experts, staff, and consultants combined in connection with the Action.

1.1.4 "California Class" means all borrowers on residential mortgage loans secured by mortgaged property within the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the California Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

1.1.5 "California Class Loans" means the residential mortgage loans of California Class Members which qualify them for membership in the California Class as described in Paragraph 1.1.4 above.

1.1.6 "California Class Members" means Persons who fall within the definition of the California Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who otherwise are not excluded by specific order of the Court from the Settlement Class.

1.1.7 "California Settlement Fund" means the monetary relief with an aggregate value of \$500,000 that PHH has agreed to make available to California Class Members, subject to the terms of this Agreement.

1.1.8 "Class Counsel" means Scott C. Harris of Bryson Harris Suci & DeMay PLLC and Edward H. Maginnis of Maginnis Howard.

1.1.9 "Class Loans" means loans that meet one or more of the definitions of the

“FDCPA Class Loans,” the “California Class Loans,” or the “North Carolina Class Loans.”

1.1.10 “Class Notices” means, jointly, the Email Class Notice, the Long Form Class Notice and the Postcard Class Notice.

1.1.11 “Costs of Administration” means the reasonable and necessary costs incurred by the Settlement Administrator to: (a) provide notice of the Settlement and this Agreement to the Settlement Class, as set forth in Section 6 of this Agreement, establishing and maintaining the Settlement Website and the automated interactive voice response telephone system, responding to Settlement Class Member inquiries, and printing, mailing, emailing, and otherwise distributing the Class Notices to the Settlement Class as provided in Section 6; and (b) to calculate and distribute the Individual Allocations as set forth in Section 4 of this Agreement. The Costs of Administration include the reasonable fees and expenses incurred by the Settlement Administrator in performing all of the tasks for which the Settlement Administrator is retained. Up to \$200,000 of the Costs of Administration will be paid by directly by PHH separate and apart from the Settlement Funds, as set out in Section 6.3 of this Agreement. Any Costs of Administration exceeding \$200,000 shall be paid from the Settlement Funds, as set out in Section 6.3 of this Agreement. The Costs of Administration do not include any Attorneys’ Fees and Expenses or Service Awards. Those amounts—if awarded by the Court—will be paid from the Settlement Funds.

1.1.12 “Court” means the United States District Court for the Western District of North Carolina, Charlotte Division, the Honorable Frank D. Whitney presiding, or any other judge of this court who shall succeed him as the Judge assigned to this Action.

1.1.13 “Email Class Notice” means the legal notice summarizing the terms of this Agreement, in a form substantially similar to that attached as **Exhibit B**, to be provided to

the Settlement Class by email as set forth in Section 6 of this Agreement.

1.1.14 “Fairness Hearing” means the hearing held by the Court to consider evidence and argument for the purposes of determining, among other things, whether this Agreement and the Settlement are fair, reasonable and adequate; whether this Agreement should be given final approval through entry by the Court of the Final Order and Judgment; and whether certification of the Settlement Class should be made final. The Fairness Hearing shall be held no earlier than one hundred and fifty (150) days after the date of entry of the Preliminary Approval Order.

1.1.15 “FDCPA” means the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*

1.1.16 “FDCPA Class” means all borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH’s records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the FDCPA Class are (a) PHH’s board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

1.1.17 “FDCPA Class Loans” means the residential mortgage loans of FDCPA Class Members which qualify them for membership in the FDCPA Class as described in Paragraph 1.1.16 above.

1.1.18 “FDCPA Class Members” means Persons who fall within the definition of the FDCPA Class, who do not timely and properly exclude themselves from the Settlement

Class as provided in this Agreement, and who otherwise are not excluded by specific order of the Court from the Settlement Class.

1.1.19 “FDCPA Settlement Fund” means the monetary relief with an aggregate value of \$500,000 that PHH has agreed to make available to FDCPA Class Members, subject to the terms of this Agreement, which is equal to the maximum statutory damages allowed under the FDCPA.

1.1.20 “Final Order and Judgment” means the order entered by the Court finally approving the Settlement and this Agreement; certifying the Settlement Class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure; and granting judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure, which unless the Parties otherwise agree shall be in substantially the same form as is agreed to by the Parties and submitted to the Court at or before the Fairness Hearing.

1.1.21 “Final Settlement Date” means the date on which the Final Order and Judgment approving this Agreement becomes final and non-appealable. For purposes of this Agreement, the Final Order and Judgment shall become final: (a) if no appeal is taken from the Final Order and Judgment, on the date on which the time to appeal therefrom has expired pursuant to Federal Rule of Appellate Procedure 4; or (b) if any appeal is taken from the Final Order and Judgment, on the date on which all appeals therefrom, including petitions for rehearing or re-argument pursuant to Federal Rule of Appellate Procedure 40, petitions for rehearing en banc pursuant to Federal Rule of Appellate Procedure 35 and petitions for certiorari pursuant to Rule 13 of the Supreme Court of the United States or any other form of appellate review, have been fully and finally disposed of in a manner that affirms all of the material provisions of the Final Order and Judgment.

1.1.22 “Individual Allocations” means the share of the Settlement Fund that all borrowers on a given Class Loan within the respective Settlement Fund are jointly entitled to receive following payment from each Settlement Fund of any Attorneys’ Fees and Expenses and Service Awards that may be awarded by the Court and that are allocated to that Settlement Fund pursuant to this Agreement. Each Individual Allocation shall be calculated and determined in accordance with Section 4 of this Agreement.

1.1.23 “Long Form Class Notice” means the legal notice summarizing the terms of this Agreement, in a form substantially similar to that attached as **Exhibit A**, to be provided to the Settlement Class by posting it on the Settlement Website as set forth in Section 6 of this Agreement.

1.1.24 “North Carolina Class” means all borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH’s records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025. Excluded from the North Carolina class are (a) PHH’s board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

1.1.25 “North Carolina Class Loans” means the residential mortgage loans of North Carolina Class Members which qualify them for membership in the North Carolina Class as described in Paragraph 1.1.24 above.

1.1.26 “North Carolina Class Members” means Persons who fall within the definition of the North Carolina Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who otherwise are not

excluded by specific order of the Court from the Settlement Class.

1.1.27 “North Carolina Settlement Fund” means the monetary relief with an aggregate value of \$500,000 that PHH has agreed to make available to North Carolina Class Members, subject to the terms of this Agreement.

1.1.28 “Notice of Default” means a letter substantially similar in form to any of the letters attached as Exhibits 1 and 2 to the Operative Complaint. *See Exhibit D.*

1.1.29 “Objection/Exclusion Deadline” means the date by which any written objection to this Agreement must be filed with the Court and any request for exclusion by a Potential Settlement Class Member must be received by the Settlement Administrator, which shall be designated as a date thirty-five (35) days before the originally scheduled date of the Fairness Hearing (if the Fairness Hearing is continued, the deadline nevertheless still runs from the date of first scheduled Fairness Hearing), or on such other date as may be ordered by the Court.

1.1.30 “Operative Complaint” means the Consolidated Class Action Complaint, for which Plaintiffs moved for leave to file on January 15, 2026 and which was filed in this Action on January 15, 2026, and attached hereto as **Exhibit D**.

1.1.31 “Parties” or “Party” means Plaintiffs and PHH, separately and collectively, as each of those terms is defined in this Agreement.

1.1.32 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their respective spouses, heirs, predecessors, successors, representatives or assignees.

1.1.33 “PHH” means PHH Mortgage Corporation.

1.1.34 “PHH’s Counsel” means Zachary A. Madonia and C. Bailey King of the law firm Bradley Arant Boult Cummings LLP.

1.1.35 “Plaintiff Dantzler” means Beverly Dantzler, one of the two Plaintiffs in this Action.

1.1.36 “Plaintiff Williams” means Leticia Williams, one of the two Plaintiffs in this Action.

1.1.37 “Plaintiffs” collectively means Plaintiff Dantzler and Plaintiff Williams.

1.1.38 “Postcard Class Notice” means the legal notice summarizing the terms of this Agreement, in a form substantially similar to that attached as **Exhibit C**, to be provided to the Settlement Class by mail as set forth in Section 6 of this Agreement.

1.1.39 “Potential Settlement Class Members” mean Persons who fall within this Agreement’s definition of the Settlement Class.

1.1.40 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement as outlined in this Agreement, certifying the Settlement Class for settlement purposes only, designating Class Counsel as counsel for the Settlement Class and Plaintiffs as the representatives of the Settlement Class, and approving the form and content of the Class Notices to be disseminated to the Settlement Class. A proposed version of the Preliminary Approval Order is attached hereto as **Exhibit E**.

1.1.41 “Related Case” means the lawsuit captioned *Beverly Dantzler v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 2:23-cv-10562-SRM (C.D. Cal.).

1.1.42 “Release” means the release and waiver set forth in Section 3 of this

Agreement.

1.1.43 “Released Claims” means each and all of the claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (whether punitive, statutory, or compensatory and whether liquidated or unliquidated), losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any regulatory bulletin, guidelines, handbook, opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that relate to or arise out of any Notice of Default sent by PHH to (a) California Class Members on California Class Loans during the period from December 18, 2022 through and including December 15, 2025; (b) FDCPA Class Members on FDCPA Class Loans during the period from December 18, 2022 through and including December 15, 2025; or (c) North Carolina Class Members on North Carolina Class Loans during the period from January 14, 2021 through and including December 15, 2025.

1.1.44 “Released Persons” means (a) PHH and any and all of its current or former predecessors, successors, assigns, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, associates, vendors, service providers, software licensors and licensees, clients and customers, principals, stockholders, directors, officers, partners, principals, members, employees, attorneys, consultants, independent contractors, representatives, and agents, transferee servicers, and all individuals or entities acting by, through, under, or in concert with any of them; and (b) any trustee of a mortgage securitization trust which includes loans on which Settlement Class Members are borrowers,

including, but not limited to, any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities.

1.1.45 “Releasing Persons” means individually and collectively (a) Plaintiffs and (b) the Settlement Class and each Settlement Class Member thereof, and in each case in clauses (a) and (b), on behalf of themselves and any of their respective past, present, or future heirs, guardians, assigns, executors, administrators, representatives, agents, attorneys, partners, legatees, predecessors, co-obligors, and/or successors.

1.1.46 “Service Award” means such funds as may be awarded by the Court from the Settlement Funds to each of the two Plaintiffs to compensate each of them for their respective efforts in bringing the Action and the Related Case and achieving the benefits of this Agreement on behalf of the Settlement Class.

1.1.47 “Settlement” means the settlement and related terms between the Parties as set forth in this Agreement.

1.1.48 “Settlement Administrator” means Eisner Advisory Group LL C (“EisnerAmper”), selected by the Parties to help implement the distribution of the Class Notices, host the Settlement Website and automated interactive voice recognition telephone system, calculate Individual Allocations and distribute Individual Allocations to Settlement Class Members, and aid in fulfilling the related requirements set forth in this Agreement. Class Counsel will seek the Court’s approval of EisnerAmper as the Settlement Administrator in connection with the preliminary approval of this Agreement and Settlement.

1.1.49 “Settlement Class” means borrowers who are members of the “California

Class,” the “FDCPA Class,” and/or the “North Carolina Class,” defined above. For the avoidance of doubt, the same borrower may be a member of each of the California Class, the FDCPA Class, and the North Carolina Class if that borrower meets each of those class definitions.

1.1.50 “Settlement Class Members” mean Persons who fall within the definition of the Settlement Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who otherwise are not excluded by specific order of the Court from the Settlement Class.

1.1.51 “Settlement Funds” means the monetary relief with an aggregate value of \$1,500,000 that PHH has agreed to make available to Settlement Class Members, comprised of the “California Settlement Fund,” the “FDCPA Settlement Fund,” and the “North Carolina Settlement Fund,” to be distributed pursuant to the terms of Sections 4 and 9 of this Agreement.

1.1.52 “Settlement Website” means the internet website that the Settlement Administrator will establish and host pursuant to the provisions of Section 6 of this Agreement, following entry of the Preliminary Approval Order.

1.2 Other capitalized terms used in this Agreement but not defined in this Section 1 shall have the meanings ascribed to them elsewhere in this Agreement and the exhibits attached hereto.

1.3 The terms “he or she” and “his or her” include “it” or “its” and vice versa, where applicable.

## **2 Representations, Acknowledgements, and Warranties**

2.1 Class Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, that: (1) it is in the best interest of Plaintiffs and the

Settlement Class to enter into this Agreement to avoid the uncertainties of litigation and assure that the benefits reflected herein, including the value of the Settlement Funds under this Agreement, are obtained for Plaintiffs and the Settlement Class, and (2) the Settlement set forth in this Agreement is fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and in the best interests of Plaintiffs and the Settlement Class.

2.2 Based on, among other things, their extensive investigation in the Action and the Related Case, including their extensive legal research and the discovery conducted and the information sharing that occurred before, during, and after the Parties' mediation, Class Counsel recommend and agree to this Settlement as set forth herein.

2.3 Plaintiffs, for themselves and on behalf of each Settlement Class Member, and PHH acknowledge and agree that neither this Agreement nor the releases given herein, nor any consideration therefore, nor any actions taken to carry out or obtain Court approval of this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. PHH expressly denies the allegations of wrongdoing in the Operative Complaint and all complaints filed in the Related Case. Neither this Agreement, nor the fact of the Settlement, nor the settlement proceedings, settlement negotiations, statements made in court proceedings, or any related document, shall be used as an admission of any fault or omission by PHH or the Released Persons, or be construed as, offered as, received as, or used as evidence of an admission, concession, presumption, or inference of any fact or of any liability or wrongdoing by PHH or the Released Persons in any proceeding, or as a waiver by PHH or the Released Persons of any applicable defense, or for any other purposes other than such proceedings as may be necessary to defend,

consummate, interpret, or enforce the Settlement contemplated by this Agreement.

2.4 Each counsel or other Person executing this Agreement on behalf of any Party hereto expressly warrants and represents that (a) such Person has the full authority to execute this Agreement on behalf of the Party for whom such Person is executing the Agreement (including on behalf of such Person's client, to the extent the Person signing this Agreement is an attorney); (b) it is acting upon its respective independent judgments and upon the advice of its respective counsel, and not in reliance upon any representation, warranty, or covenant, express or implied, of any nature or kind by any other Person other than the representations, warranties and covenants contained and memorialized in this Agreement; and (c) any representation, warranty or covenant, express or implied, of any nature or kind that is not contained in this Agreement is immaterial to the decision to enter into this Agreement.

2.5 Plaintiffs each represent and warrant that they: (a) have entered into and executed this Agreement voluntarily and without duress or undue influence, and with and upon the advice of counsel, selected by them; (b) have agreed to serve as representatives of the Settlement Class; (c) are willing, able, and ready to perform all of the duties and obligations of a representative of the Settlement Class; (d) have read the Operative Complaint filed in the Action, or have had the contents of such pleading described to them by Class Counsel; (e) are familiar with the results of the fact-finding undertaken by Class Counsel; (f) have been kept apprised of the progress of the Action, the Related Case, and the settlement negotiations between the Parties, and have either read this Agreement (including the exhibits annexed hereto) or have received a detailed description of it from Class Counsel and they have agreed to its terms; (g) have consulted with Class Counsel about the Action, the Related Case, this Agreement and the duties and obligations imposed on a representative of the Settlement Class; (h) have authorized Class Counsel to execute this

Agreement on their behalf; and (i) will remain and serve as the representatives of the Settlement Class until the terms of the Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that they can no longer serve in a representative capacity on behalf of the Settlement Class.

2.6 Plaintiffs each represent and warrant that they are the sole and exclusive owners of all claims that they are personally asserting in this Action and the Related Case and releasing under this Agreement, including all Released Claims. Plaintiffs each further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, the Related Case, or to the Released Claims, and that they are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action, the Related Case, the Released Claims, or in any benefits, proceeds or values under the Action, the Related Case, or the Released Claims on their behalf. Plaintiffs each further represent and warrant that they enter into this Settlement without coercion of any kind.

### **3 Dismissal, Release, and Covenant not to Sue**

3.1 Subject to Court approval, Plaintiffs agree, on behalf of themselves and the Settlement Class Members, that this Agreement shall be the full and final disposition of: (i) the Action against PHH; (ii) the Related Case; and (iii) any and all Released Claims as against all Released Persons.

3.2 Upon final approval of the Settlement reflected in this Agreement, and as part of the entry of the Final Order and Judgment, Class Counsel shall take all steps necessary to effectuate dismissal of both the Action and the Related Case with prejudice as to PHH.

3.3 In consideration for the Settlement benefits described in this Agreement, each of the Plaintiffs, on behalf of themselves and each other Releasing Person, hereby releases, and each

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

3.4 Without in any way limiting its scope, and, except to the extent otherwise specified in this Agreement, the Released Claims include, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs or any other fees, costs, and/or disbursements incurred by Class Counsel, or by Plaintiffs or by the Settlement Class Members regarding Released Claims for which any of the Released Persons might otherwise be claimed liable.

3.5 The Releasing Persons may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, Plaintiffs and the other Releasing Persons do hereby expressly, fully, finally,

and forever settle and release, and each Releasing Person, upon the Final Settlement Date, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

3.6 With respect to any and all Released Claims against any and all Released Persons, the Parties stipulate and agree that, by operation of the Final Order and Judgment upon the Final Settlement Date, each Releasing Person shall have expressly waived, and shall be deemed to have waived, and by operation of the Final Order and Judgment shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code § 1542 or any federal, state or foreign law, rule, regulation or common-law doctrine that is similar, comparable, equivalent or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides:

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

3.7 All Settlement Class Members and other Releasing Persons shall be bound by the releases set forth in this Section 3 whether or not they ultimately cash, negotiate or deposit any check mailed for their Individual Allocations or otherwise receive the funds of any Individual Allocation distributed to them.

3.8 Subject to the provisions of this Section 3, nothing in this Release shall preclude any filing in this Action seeking to have the Court enforce the terms of this Agreement, including participation in any of the processes detailed therein.

#### **4 The Settlement Funds and Distribution of Individual Allocations**

4.1 Pursuant to and subject to all other terms of this Agreement, and in consideration for (a) the dismissal of the Action with prejudice, (b) the dismissal of the Related Case with

prejudice, (c) the Release set forth in Section 3 and the approval, entry, and enforcement thereof by the Court, and (d) the other promises and covenants in this Agreement, PHH has agreed to make available to Plaintiffs and the Settlement Class the following monetary relief (and only the following monetary relief), subject to each and all of the terms and conditions specified herein.

4.2 This Action is brought in part under the FDCPA, which provides the following relief to persons who prevail at trial:

(a) Amount of damages

Except as provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of –

- (1) any actual damage sustained by such person as a result of such failure;
- (2)
  - (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; or
  - (B) in the case of a class action, (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector . . .

15 U.S.C. § 1692k.

4.3 Plaintiffs have also asserted claims, whether in the Operative Complaint or earlier in the Action or the Related Case, for breach of certain state laws for which they could be entitled to damages, including statutory damages, were they to prevail.

4.4 PHH shall make available to the Settlement Class three Settlement Funds, the California Settlement Fund, the FDCPA Settlement Fund, and the North Carolina Settlement Fund. The Settlement Funds are a lump sum and are not designated as any specific category of monetary relief potentially available under the FDCPA, the NCDCA, the NCCAA, the Rosenthal Act, and/or

any other federal or state claim Plaintiffs brought or could have brought in this litigation. PHH shall cause the Settlement Funds to be transferred to the Settlement Administrator within fourteen (14) days after the Final Settlement Date.

4.5 The Settlement Funds shall first be applied on an equal basis from each Settlement Fund to pay any Costs of Administration that exceed \$200,000.

4.6 The Settlement Funds shall then be applied on an equal basis from each Settlement Fund to pay any Attorneys' Fees and Expenses and any Service Awards that may be approved by the Court, pursuant to the provisions of Section 9 of this Agreement.

4.7 Following the payment of any Costs of Administration that exceed \$200,000 and any Attorneys' Fees and Expenses and Service Awards, the remaining balances of the Settlement Funds will be distributed as Individual Allocations to Settlement Class Members.

4.8 Individual Allocations to Settlement Class Members shall be calculated as follows:

4.8.1 After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the California Settlement Fund, all California Class Loans shall receive an equal allocation of the remaining balance of the California Settlement Fund, payable jointly to all borrowers on each such loan.

4.8.2 After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the FDCPA Settlement Fund, all FDCPA Class Loans shall receive an equal allocation of the remaining balance of the FDCPA Settlement Fund, payable jointly to all borrowers on each such loan.

4.8.3 After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the North Carolina Settlement Fund, all North Carolina Class Loans shall receive an equal allocation of the remaining balance of the North

Carolina Settlement Fund, payable jointly to all borrowers on each such loan.

4.8.4 For the avoidance of doubt, any Class Loan that meets more than one Class Loan definition (i.e., a loan that meets both the FDCPA Class Loan and California Class Loan definitions or a loan that meets both the FDCPA Class Loan and North Carolina Class Loan definitions) shall receive an Individual Allocation from each applicable Settlement Fund.

4.9 The Parties shall cause the Settlement Administrator to distribute the Individual Allocations to Settlement Class Members no later than seventy-five (75) days following the Final Settlement Date. Individual Allocations shall be distributed by check unless alternative arrangements for electronic distribution are made by a Settlement Class Member with the Settlement Administrator. Individual Allocations shall reduce and be paid out of the applicable Settlement Fund to which it applies.

4.10 For Individual Allocations paid by check, any such Individual Allocation check shall be made payable—unless otherwise mutually agreed to by the Parties for good cause shown—jointly to all borrowers on each such Class Loan, in an amount equal to that Class Loan’s respective Individual Allocation, payable in U.S. funds. Each such Individual Allocation check shall be mailed to the mailing address of record for that Class Loan as determined from PHH’s records. All checks for Individual Allocation relief shall state on the face of the check that the check will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance of the check, and Settlement Class Members’ failure to deposit, negotiate or otherwise cash such checks within that one hundred and eighty (180) day period shall constitute a release by those Settlement Class Members (and all other borrowers on their Class Loans) of any and all rights to said monetary relief under the Settlement.

4.11 For Individual Allocations that are electronically distributed in accordance with any arrangements made by a Settlement Class Member with the Settlement Administrator, the electronic distribution shall be made jointly to all borrowers on each such Class Loan (unless other arrangements are made and signed off on by all Settlement Class Members on the particular Class Loan), in an amount equal to that Class Loan's respective Individual Allocation, payable in U.S. funds to the account designated by the Settlement Class Member(s) for that Class Loan.

4.12 Individual Allocation relief that remains undeliverable three hundred (300) days after the Final Settlement Date despite the Settlement Administrator's efforts to locate the Settlement Class Members shall be paid to the Asheville, North Carolina Chapter for Habitat for Humanity. No portion of the Settlement Funds will revert to PHH.

4.13 Only Settlement Class Members are entitled to any distribution of Individual Allocations. Potential Settlement Class Members who timely and properly exclude themselves from the Settlement Class as provided in this Agreement or who otherwise are specifically excluded by order of the Court are not entitled to any distribution of Individual Allocations.

## **5 Preliminary Approval Order**

5.1 Promptly after the execution of this Agreement, but in no event later than seven (7) court days after this Agreement is fully executed (unless such time is extended by the written agreement of Class Counsel and PHH's Counsel), Class Counsel shall submit this Agreement together with its exhibits to the Court and shall move the Court for entry of the Preliminary Approval Order, substantially in the form of Exhibit E hereto.

5.2 The requested Preliminary Approval Order shall include, among other things included in Exhibit E, provision for the following:

5.2.1 Preliminary approval of the Settlement set forth in this Agreement as fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23;

5.2.2 Conditional approval of the Settlement Class as for settlement purposes only;

5.2.3 Appointment of Class Counsel and Plaintiffs as the representatives of the Settlement Class;

5.2.4 Approval of the dissemination of the Class Notices in the manner provided for in Section 6 of this Agreement;

5.2.5 Approval of the procedures set forth in this Agreement and the Long Form Class Notice for Potential Settlement Class Members to seek exclusion from the Settlement Class or to object to the Settlement and/or Plaintiffs' and Class Counsel's petition for Service Awards and Attorneys' Fees and Expenses;

5.2.6 Approval of the appointment of a Settlement Administrator;

5.2.7 Preliminarily enjoining (i) Potential Settlement Class Members from directly or indirectly filing, commencing, participating in, or prosecuting (as class members or otherwise) any lawsuit in any jurisdiction asserting on their own behalf claims that would be Released Claims if this Settlement is finally approved, unless and until they timely exclude themselves from the Settlement Class as specified in the this Order and in the Agreement and its exhibits; and (ii) regardless of whether they opt out, Potential Settlement Class Members from directly or indirectly filing, prosecuting, commencing, or receiving proceeds from (as class members or otherwise) any separate purported class action asserting, on behalf of any Settlement Class Members who have not opted out from this Settlement Class, any claims that would be Released Claims if this Settlement receives final approval and becomes effective; and

5.2.8 The scheduling of the Fairness Hearing.

5.3 PHH, without admitting that the Action or the Related Case meets the requisites for certification of a contested litigation class under Federal Rule of Civil Procedure 23 or for class certification for any purpose other than settlement, hereby agrees, on each and all of the terms and conditions set forth herein, and solely for purposes and in consideration of the Settlement set forth herein, not to oppose the certification of the Settlement Class for settlement purposes only, the appointment of Class Counsel as legal counsel for the Settlement Class, or the approval of Plaintiffs as the representatives of the Settlement Class.

5.4 The Court's certification of the Settlement Class for settlement purposes only (whether in the Preliminary Approval Order or Final Order and Judgment) shall not be deemed to be an adjudication of any fact or issue for any purpose other than the accomplishment of the provisions of this Settlement and this Agreement, and shall not be considered as law of the case, res judicata, judicial estoppel, promissory estoppel, or collateral estoppel in the Action, the Related Case, or in any other proceeding unless and until the Final Settlement Date is reached. Whether or not the Settlement reaches the Final Settlement Date, the Parties' stipulations and agreements as to class certification for settlement purposes only (and any and all statements or submission made by the Parties in connection with seeking the Court's approval of the Settlement and this Agreement) shall not be deemed to be any stipulation or grounds for estoppel or preclusion as to the propriety of class certification, nor any admission of fact or law regarding any request for class certification, in any other action or proceeding, whether or not involving the same or similar claims. In the event the Settlement and this Agreement are not approved, or the Final Settlement Date is not reached, or this Agreement is terminated, canceled, or fails to become effective for any reason whatsoever, the Parties' stipulations and agreements as to certification of the Settlement Class shall be null and void and the Court's certification order shall be vacated, and thereafter no

class or classes will remain certified, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action or the Related Case may properly be maintained as a class action under applicable law; provided, however, that Plaintiffs and Class Counsel may thereafter seek certification of a litigation class or classes before the Court without reference to this Settlement or anything filed in support of it, and PHH may oppose such certification on any available grounds. For the avoidance of all doubt, in the event the Settlement and this Agreement are not approved, or the Final Settlement Date is not reached, or this Agreement is terminated, canceled, or fails to become effective for any reason whatsoever, nothing in this Settlement or this Agreement shall be admissible in any effort to certify the proposed Settlement Class as a litigation class or any other class in this or any other court under any circumstances.

**6 Notice to, and Communications with, the Settlement Class and Federal and State Officials**

6.1 **Notice to Appropriate Federal and State Officials.** Pursuant to the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten (10) days after this Agreement is deemed filed with the Court, PHH will provide notice of this Action and this Agreement to the Attorney General of the United States; the Consumer Finance Protection Bureau; the Federal Trade Commission; and the Attorneys General of the States, Districts, Commonwealths and Territories in which Settlement Class Members are determined to reside based on the mailing addresses for the Class Loans as reflected in PHH's business records.

**6.2 Individual Notice to the Settlement Class**

6.2.1 Subject to the requirements of the Preliminary Approval Order, the Parties shall cause the Settlement Administrator, no later than twenty-eight (28) days after entry of the Preliminary Approval Order, to email the Email Class Notice (substantially in the form

of Exhibit B) to the Potential Settlement Class Members identified in PHH's records of each Class Loan at the primary email address contained in those records or, if an email address is not available for a particular Class Loan, to mail the Postcard Class Notice (substantially in the form of Exhibit C) by First-Class U.S. Mail, proper postage prepaid, to the Potential Settlement Class Members identified in PHH's records on each Class Loan, addressed to the mailing address for that Class Loan as reflected in PHH's records. As a result, either one (1) Email Class Notice or one (1) Postcard Class Notice will be sent with respect to each Class Loan, addressed jointly to all Potential Settlement Class Members identified as borrowers with respect to that Class Loan in PHH's records. Prior to mailing of the Postcard Class Notices, the Settlement Administrator shall attempt to update the last known borrower mailing addresses for each Class Loan to which a Postcard Class Notice will be sent as reflected in PHH's records through the National Change of Address system or similar databases.

6.2.2 In addition, no later than twenty-eight (28) days after entry of the Preliminary Approval Order, the Parties shall also cause the Settlement Administrator to publish the Long Form Class Notice (substantially in the form of Exhibit A) on the Settlement Website.

6.2.3 Following issuance of the Preliminary Approval Order, Class Counsel and PHH's Counsel may by mutual agreement make any changes in the font, format, or content of the Class Notices or the exhibits thereto any time before the Email Class Notice or Postcard Class Notice is first sent to Potential Settlement Class Members, so long as such changes do not materially alter the substance of the Class Notices. Non-material changes include adjusting margins, font size, and columns to reduce the number of pages upon which

the Class Notices print. Any material substantive changes proposed by Class Counsel or PHH's Counsel following issuance of the Preliminary Approval Order must be approved by the Court.

6.2.4 The Parties shall cause the Settlement Administrator to re-mail any Postcard Class Notices returned by the United States Postal Service with a forwarding address and shall continue to do so with respect to any such Postcard Class Notice that is received seven (7) days or more prior to the Objection/Exclusion Deadline. With respect to Postcard Class Notices that are returned by the United States Postal Service without a new or forwarding address, the Parties shall cause the Settlement Administrator to as soon as practicable determine whether a valid address can be located through use of the United States Postal Service's National Change of Address database and/or other reasonable means and without undue cost and delay, and then promptly re-mail Postcard Class Notices for whom the Settlement Administrator is reasonably able to locate a valid address in accordance herewith, so long as the valid address is obtained by the Settlement Administrator at least seven (7) days or more prior to the Objection/Exclusion Deadline.

6.2.5 **Settlement Website.** The Parties shall cause the Settlement Administrator to establish the Settlement Website, whose address shall be included and disclosed in the Email Class Notice and Postcard Class Notice, and which will inform Potential Settlement Class Members of the terms of this Agreement, their rights, dates, and deadlines and related information. The Settlement Website shall include, in .pdf format, a copy of the Operative Complaint, this Agreement and its exhibits, any Preliminary Approval Order entered by the Court, and a copy of all three Class Notices, along with such other information as the Court may designate or the Parties may agree to post there. The Settlement Website will be

operational and live by the date of the first sending of the Email Class Notice and the Postcard Class Notice.

6.2.6 The Parties shall cause the Settlement Administrator to establish an automated interactive voice recognition telephone system for the purposes of providing information concerning the nature of the Action, the material terms of the Settlement, and the deadlines and procedures for Potential Settlement Class Members to exercise their opt-out and objection rights. The Class Notices and Settlement Website shall include and disclose the telephone number of this automated interactive voice recognition telephone system.

6.3 As further consideration for the dismissal of the Action with prejudice on the merits, the entry of the Release, and the other promises and covenants in this Agreement, PHH has also agreed to pay or cause to be paid up to \$200,000 of the Costs of Administration separate and apart from the Settlement Funds, subject to the terms of this Agreement. Any Costs of Administration in excess of \$200,000 shall be paid from the Settlement Funds, with each Settlement Fund paying an equal amount of said excess Costs of Administration. Subject to the aforementioned \$200,000 cap, funds sufficient to pay the Settlement Administrator for Costs of Administration expected to be incurred prior to the Final Settlement Date shall be paid by PHH to the Settlement Administrator within seven (7) business days of the Preliminary Approval Order. PHH shall pay directly to the Settlement Administrator all remaining Costs of Administration up to the \$200,000 cap within fourteen (14) days after the Final Settlement Date.

6.4 Not later than ten (10) days before the date of the Fairness Hearing, the Settlement Administrator, and to the extent necessary the Parties, shall file with the Court a declaration or declarations, based on the personal knowledge of the declarant(s), verifying compliance with these

class-wide notice procedures.

6.5 The Parties agree that PHH shall have the right to communicate with, and respond to inquiries from, Potential Settlement Class Members in the ordinary course of PHH's business, a right which PHH expressly reserves. However, any inquiries about this Agreement or about the Action shall be referred to Class Counsel or to the Settlement Administrator.

**6.6 Media Communications.**

6.6.1 The Parties and their counsel agree to ensure that any comments about or descriptions of this Settlement and Agreement or its value or cost in the media or in any other public forum apart from the Action are accurate. In addition, the Parties and their counsel agree that until such time as the Final Order and Judgment is entered:

6.6.1.1 Any press releases or public communications regarding the Agreement shall be reviewed and mutually approved and agreed to by Class Counsel and PHH's Counsel before dissemination or publication.

6.6.1.2 Class Counsel and PHH's Counsel may, after mutual consultation, make only mutually agreeable press communications announcing the Settlement, but shall not otherwise issue any press release or printed or broadcast public communication about this Agreement or the Settlement.

6.6.2 Notwithstanding the foregoing, PHH may disclose this Agreement to, and discuss this Agreement with, its parent companies, affiliated companies, insurers, reinsurers, indemnitors, customers, and clients, and each of their respective accountants, shareholders, auditors, consultants and investors, as well as with government entities as

necessary to comply with applicable law, at any time before or after the Final Effective Date.

## **7 Requests for Exclusion**

7.1 Any Potential Settlement Class Member who wishes to be excluded from any Settlement Class or Settlement Classes must mail a written “request for exclusion” to the Settlement Administrator at the address provided in the Class Notices, mailed sufficiently in advance to be received by the Settlement Administrator no later than the Objection/Exclusion Deadline. A written request for exclusion must: (a) contain a caption or title that identifies it as “Request for Exclusion in *Williams v. PHH* (case number 3:25-cv-144-FDW)”; (b) include the Potential Settlement Class Member’s name, mailing and email addresses, and contact telephone number; (c) specify that he or she wants to be “excluded from the Settlement Class” and identify the Class Loan number(s) for which he or she seeks exclusion from the Settlement; and (d) be personally signed by the Settlement Class Member. In the event that a Potential Settlement Class Member would be a member of more than one Settlement Class (e.g., both the FDCPA Class and the California Class), then any request for exclusion shall be deemed to be a request for exclusion from all applicable Settlement Classes, whether or not the request is so specified. For the avoidance of doubt, if a Potential Settlement Class Member submits a written request for exclusion that conforms to the requirements of this Section, then that Potential Settlement Class Member will be excluded from all Settlement Classes. The requirements for submitting a timely and valid request for exclusion shall be set forth in the Long Form Class Notice.

7.2 Each Potential Settlement Class Member who wishes to be excluded from the Settlement Class must submit his or her own personally signed written request for exclusion. A single written request for exclusion submitted on behalf of more than one Potential Settlement Class Member will be deemed invalid; provided, however, that a timely and complete exclusion

request received from one Potential Settlement Class Member will be deemed and construed as a valid request for exclusion by all co-debtors, joint-debtors and multiple borrowers on the same Class Loan.

7.3 Unless excluded by separate Order entered by the Court for good cause shown prior to the final approval of this Settlement, any Potential Settlement Class Member who fails to strictly comply with the procedures set forth in this Section 7 for the submission of written requests for exclusion will be deemed to have consented to the jurisdiction of the Court, will be deemed to be part of the Settlement Class, and will be bound by all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the Release, even if he or she has litigation pending or subsequently initiates litigation against PHH relating to the Released Claims.

7.4 The Settlement Administrator shall file with the Court, no later than ten (10) days before the Fairness Hearing, a list reflecting all requests for exclusion it has received. The list shall also identify which of those requests for exclusion were received late, and which requests for exclusion failed to comply with the requirements of this Section 7.

7.5 Potential Settlement Class Members who exclude themselves from the Settlement Class as set forth in this Section 7 expressly waive any right to the continued pursuit of any objection to the Settlement as set forth in Section 8, or to otherwise pursue any objection, challenge, appeal, dispute, or collateral attack to this Agreement or the Settlement, including to the Settlement's fairness, reasonableness, and adequacy; to the appointment of Class Counsel and Plaintiffs as the representatives of the Settlement Class; to any Service Awards or Attorneys' Fee and Expense awards; and to the approval of the Class Notices, and the procedures for disseminating the Class Notices to the Settlement Class.

## **8 Objections to Settlement**

8.1 Any Settlement Class Member who has not filed a timely written request for

exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or the Service Awards, or to any other aspect or effect of the proposed Settlement, must file with the Court a written statement of his or her objection no later than the Objection/Exclusion Deadline. To file a written statement of objection, a Settlement Class Member must (a) mail it sufficiently in advance to be received by the Clerk of the Court on or before the Objection/Exclusion Deadline, or (b) file it in person on or before the Objection/Exclusion Deadline at any location of the United States District Court for the Western District of North Carolina, except that any objection made by a Settlement Class Member represented by counsel must be filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system.

8.2 A written statement of objection must: (a) contain a caption or title that identifies it as "Objection to Class Settlement in *Williams v. PHH* (case number 3:25-cv-144-FDW)"; (b) include the Settlement Class Members' name, mailing and email addresses, contact telephone number, and Class Loan number(s) for which an objection is being made; (c) state whether the objection applies only to the Settlement Class Member submitting the objection, to a specific subset of the Settlement Class, or to the entire Settlement Class; (d) state with specificity the specific reason(s), if any, for each objection, including all legal support the Settlement Class Member wishes to bring to the Court's attention and all factual evidence the Settlement Class Member wishes to introduce in support of the objection; (e) disclose the name and contact information of any and all attorneys representing, advising, or in any way assisting the Settlement Class Member in connection with the preparation or submission of the objection; and (f) be personally signed by the Settlement Class Member.

8.3 A Settlement Class Member may file and serve a written statement of objection

either on his own or through an attorney retained at his own expense; provided, however, that a written statement of objection must be personally signed by the Settlement Class Member, regardless of whether he has hired an attorney to represent him.

8.4 Any Settlement Class Member who properly files and serves a timely written objection, as described in this Section 8, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or Service Awards, or to any other aspect or effect of the proposed Settlement. However, any Settlement Class Member who intends to make an appearance at the Fairness Hearing must include a statement to that effect in his or her objection. If a Settlement Class Member hires his or her own personal attorney to represent him or her in connection with an objection, and if that attorney wishes to appear at the Fairness Hearing, the attorney must: (a) file a notice of appearance with the Clerk of Court in the Action no later than the Objection/Exclusion Deadline and (b) serve and deliver a copy of that notice of appearance to Class Counsel and PHH's Counsel no later than the Objection/Exclusion Deadline.

8.5 Any Settlement Class Member who fails to strictly comply with the provisions and deadlines of this Section 8 shall waive any and all objections to the Settlement, its terms, or the procedures for its approval, shall forfeit any and all rights he or she may have to appear separately and/or to object, and will be deemed to have consented to the jurisdiction of the Court, to be part of the Settlement Class, and to be bound by all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the Release.

8.6 Any Settlement Class Member who objects to the Settlement but does not file an exclusion request shall, unless he or she is subsequently excluded by Order of the Court, remain a

Settlement Class Member and therefore be entitled to all of the benefits, obligations and terms of the Settlement if this Agreement and the terms contained therein are approved and the Final Settlement Date is reached.

8.7 Only Settlement Class Members may object to the Settlement as set forth in this Section 8. Potential Settlement Class Members who are excluded from the Settlement Class, whether by submitting a timely and valid request for exclusion as set forth in Section 8 or by order of the Court, have no standing to object to the Settlement.

## **9 Attorneys' Fees and Expenses and Service Awards**

9.1 Class Counsel may petition the Court for an award of Attorneys' Fees and Expenses. The aggregate amount of attorneys' fees petitioned for shall not exceed one-third of the aggregate total of the Settlement Funds, while Class Counsel may also petition for an award of their costs and expenses actually incurred, all of which shall be paid from the Settlement Funds. Class Counsel shall file its motion for an Attorneys' Fees and Expenses award no later than fourteen (14) days before the Objection/Exclusion Deadline. As soon as is practicable after filing, Class Counsel shall cause the Settlement Administrator to post on the Settlement Website all papers filed and served in support of Class Counsel's motion for an award of Attorneys' Fees and Expenses. PHH reserves the right to oppose any petition by Class Counsel for Attorneys' Fees and Expenses that PHH deems to be unreasonable in nature or amount or otherwise objectionable.

9.2 All attorneys' fees for, and any reimbursement of litigation expenses incurred by, Class Counsel shall be paid out of each Settlement Fund on an equal basis. Other than making available the Settlement Funds pursuant to the requirements of Section 4, neither PHH nor the Released Persons shall have any responsibility for, or liability whatsoever with respect to, any payment of attorneys' fees or expenses to Class Counsel, which Class Counsel and Plaintiff shall seek to have paid only from the Settlement Funds.

9.3 Class Counsel is solely responsible for distributing any Attorneys' Fees and Expenses to and among all attorneys that may claim entitlement to attorneys' fees or expenses in the Action. It is a condition of this Settlement that PHH and the Released Persons shall not be liable to anyone else for any attorneys' fees or expenses, or any claim by any other counsel or Settlement Class Member for additional attorneys' fees, incentive or service awards, costs or expenses, relating in any way to the Action, the Related Case, the Settlement, the Settlement's administration and implementation, any appeals of orders or judgments relating to the Settlement, any objections or challenges to the Settlement, and/or any proceedings on behalf of Settlement Class Members who do not exclude themselves from the Settlement Class based on any of the claims or allegations forming the basis of the Action or any other claims that are defined as Released Claims in this Settlement. If any other or additional attorneys' fees, costs, incentive or service awards, or expenses to be paid by PHH separate from the Settlement Funds are awarded to anyone, including but not limited to any parties other than Plaintiffs and Class Counsel, PHH at its sole option may declare this Agreement void as set forth in Section 11.

9.4 For their endeavor on behalf of the Settlement Class, and in addition to the relief otherwise due them as members of the Settlement Class, Plaintiffs Dantzler and Williams shall apply for Service Awards to be paid from the Settlement Funds in the aggregate amount not to exceed \$5,000 for Dantzler and \$5,000 for Williams.. PHH reserves the right to oppose any petition by Plaintiffs and Class Counsel for Service Awards that PHH deems to be unreasonable in nature or amount or otherwise objectionable.

9.5 Within fourteen (14) days after the later of (a) receipt of the Settlement Funds from PHH or (b) receipt of wire instructions from Class Counsel, whichever is later, the Settlement Administrator shall pay Class Counsel from the Settlement Funds any Attorneys' Fees and

Expenses and Service Awards that may be awarded by the Court. Class Counsel shall be solely responsible for supplying the Settlement Administrator with all information required by the Settlement Administrator in order to pay such awards from the Settlement Funds, and to comply with the Settlement Administrator's state and local reporting obligations. Class Counsel will also be solely responsible for distributing such Service Awards to the Plaintiffs, in accordance with the terms and provisions of any Order entered by the Court approving such awards.

9.6 In the event the Final Order and Judgment is not entered, or this Agreement and the Settlement do not reach the Final Settlement Date, PHH will not be liable for, and shall be under no obligation to pay, any of the Attorneys' Fees and Expenses and Service Awards set forth herein and described in this Agreement.

9.7 The effectiveness of this Agreement and Settlement will not be conditioned upon or delayed by the Court's failure to approve in whole or in part any petition by Plaintiffs and Class Counsel for Service Awards and Attorneys' Fees and Expenses. The denial, downward modification, or failure to grant any petition by Plaintiffs and Class Counsel for Service Awards and Attorneys' Fees and Expenses shall not constitute grounds for modification or termination of this Agreement or the Settlement proposed herein.

## **10 Final Order and Judgment**

10.1 After the Preliminary Approval Order is entered by the Court, and not later than ten (10) days before the Fairness Hearing, Class Counsel shall move the Court to enter a Final Order and Judgment. The Final Order and Judgment shall, among other things:

10.1.1 Find that the Court has personal jurisdiction over the Parties and all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all attached exhibits;

10.1.2 Approve the Agreement and the proposed Settlement as fair, reasonable and

adequate as to, and in the best interests of, the Settlement Class Members; make final the certification of the Settlement Class, including the California Class, the North Carolina Class, and the FDCPA Class; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding upon, and have res judicata and collateral estoppel effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Settlement Class Members;

10.1.3 Find that the Class Notices implemented pursuant to the Agreement (a) constituted the best practicable notice under the circumstances; (b) constituted notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object or exclude themselves from the Agreement and proposed Settlement; and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

10.1.4 Find that Plaintiffs and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

10.1.5 Determine whether Attorneys' Fees and Expenses should be awarded by the Court to Class Counsel, and in what amount, pursuant to Federal Rule of Civil Procedure 23(h) and determine whether Service Awards should be approved by the Court to Plaintiffs, and in what amounts;

10.1.6 Incorporate the Release set forth in Section 3 of this Agreement, make the Release effective as of the Final Settlement Date, and forever discharge the Released

Persons as set forth in this Agreement;

10.1.7 Permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

10.1.8 Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and its implementing documents (including all exhibits to this Agreement) if such changes are not materially inconsistent with the Court's Final Order and Judgment or do not materially limit, or materially and adversely affect, the rights or obligations of the Settlement Class Members under this Agreement;

10.1.9 Order that the Court retains continuing and exclusive jurisdiction over all matters relating to the Settlement or the consummation of the Settlement; the validation of the Settlement; the construction and enforcement of the Settlement and any orders entered pursuant thereto; and all other matters pertaining to the Settlement or its implementation and enforcement;

10.1.10 Order Class Counsel and Plaintiff Dantzler to file a stipulation of dismissal with prejudice of the Related Case within seven (7) days of the Final Settlement Date that is jointly signed by all parties to the Related Case;

10.1.11 Direct that judgment of dismissal on the merits and with prejudice of the Action (including all individual claims and class action claims presented thereby) shall be final and entered forthwith, without fees or costs to any Person or Party except as provided in this Agreement; and

10.1.12 Without affecting the finality of the Final Order and Judgment for purposes

of appeal, retain jurisdiction as to the administration, consummation, enforcement and interpretation of this Agreement and the Final Order and Judgment, and for any other necessary purpose.

## **11 Modification, Disapproval, Cancellation, or Termination of this Agreement**

11.1 Before entry of the Final Order and Judgment, the terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Judgment, the Parties may by mutual written agreement effect such amendments, modifications or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval of the Court if such changes are not materially inconsistent with the Court's Final Order and Judgment and do not materially limit, or materially and adversely affect, the rights or obligations of Settlement Class Members under this Agreement.

11.2 This Agreement shall terminate at the sole option and discretion of either Party if: (a) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement that the terminating Party in her or its sole judgment and discretion determine(s) is material, including, without limitation, the terms of relief, the findings or conclusions of the Court, the provisions relating to notice (including the proposed plan for the dissemination of notice to the Settlement Class as set forth in Section 6 of this Agreement), the definition of the Settlement Class and the terms and conditions for its certification, and/or the terms of the Release; or (b) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating Party in her or its sole judgment and discretion determine(s) is material. However, under no circumstances shall the Court's failure to approve, in whole or in part, any petition by Plaintiffs and Class Counsel for Service Awards and Attorneys' Fees and Expenses as set forth in

Section 9 of this Agreement provide Plaintiffs or Class Counsel with a basis for terminating this Agreement.

11.3 PHH may also in its sole and absolute judgment and discretion elect to terminate this Agreement if: (a) any attorneys' fees and costs, Costs of Administration in excess of \$200,000, expert fees, costs, expenses, service awards or incentive awards are awarded other than from the Settlement Funds; or (b) requests for exclusion are submitted by Potential Settlement Class Members on 1,500 or more Class Loans.

11.4 Any terminating Party must exercise its option to withdraw from and terminate this Agreement, as provided in this Section 11, by a signed writing served on the other Party no later than thirty-five (35) days after receiving notice of the event prompting the termination unless there is a motion or petition seeking reconsideration, alteration or appeal review of the event, in which case no later than thirty-five (35) days after the final conclusion of any such motion or petition seeking reconsideration, alteration, or appellate review thereof, whichever is later.

11.5 If any of the foregoing termination events occurs, no Party is required for any reason or under any circumstance to exercise that option.

11.6 If the Final Settlement Date does not occur or this Agreement is terminated pursuant to the provisions of this Section 11, then:

11.6.1 This Agreement shall be null and void and shall have no force or effect, through principles of estoppel, res judicata, or otherwise, and no Party to this Agreement shall be bound by any of its terms, except for the terms of this Paragraph 11.6 and its sub-parts;

11.6.2 This Agreement, all of its provisions, and all negotiations, statements, documents, orders, and proceedings relating to it shall be inadmissible in evidence for any

purpose, and shall be without prejudice to the rights of PHH, Plaintiffs and the Settlement Class, all of whom shall be restored to their respective positions in the Action and the Related Case as of the date existing immediately before the signing of this Agreement, except that the Parties shall cooperate in requesting that the Court here and the Court in the Related Case set new scheduling orders such that no Party's substantive or procedural rights are prejudiced by the attempted Settlement;

11.6.3 Neither this Agreement, nor the Settlement contained in this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

11.6.3.1 Is, may be deemed, or shall be used, offered or received against the Released Persons, or each or any of them, as an admission, concession, or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action or the Related Case, the violation of any law or statute, the reasonableness of the Settlement amount or of Class Counsel's reasonable attorneys fees' and expenses, or of any alleged wrongdoing, liability, negligence or fault of the Released Persons, or any of them;

11.6.3.2 Is, may be deemed, or shall be used, offered, or received against Plaintiffs, the Settlement Class or each of any of them as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document

approved or made by the Released Persons, or any of them; and

11.6.3.3 Is, may be deemed, or shall be used, offered, or received against the Released Persons, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Persons, or of the certifiability of any class, in any bankruptcy, civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate or enforce the provisions of this Agreement. If this Agreement is approved by the Court and the Final Settlement Date is reached, any of the Parties or any of the Released Persons may file this Agreement and/or the Final Order and Judgment in any action that may be brought against such Person or Persons in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith estimate, judgment bar or preclusion, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.6.4 Any Settlement-related order(s) or judgments entered in this Action or the Related Case after the date of execution of this Agreement, as well as the stay of the *Dantzler* case pending approval of this Settlement that was entered on November 12, 2025 (*Dantzler*,

No. 2:23-cv-10562-SRM, Dkt. 75 (C.D. Cal. Nov. 12, 2025)) shall be deemed vacated, nunc pro tunc, and shall be without force or effect, and the Parties and the Settlement Class Members shall be returned to the status quo ante with respect to the Action and the Related Case as if they had never entered into this Agreement, and any of the Parties may move this Court or the *Dantzler* court to vacate any and all orders entered by the Court or the *Dantzler* court pursuant to the provisions of this Agreement;

11.6.5 The Released Persons expressly do not waive any, but instead affirmatively reserve all, of their defenses, arguments and motions as to all claims that have been or might later be asserted in the Action or the Related Case including, without limitation, the argument that both the Action and the Related Case may not be litigated as class actions; and

11.6.6 Plaintiffs and all other Settlement Class Members expressly reserve and do not waive any motions as to, and arguments in support of, all claims that have been or might later be asserted in the Action or the Related Case including, without limitation, any argument concerning class certification, liability and/or available remedies.

## **12 General Matters and Reservations**

12.1 The obligation of the Parties to implement and conclude the proposed Settlement is and shall be contingent upon each of the following:

12.1.1 Entry by the Court of the Preliminary Approval Order, followed thereafter by the Fairness Hearing and subsequent entry by the Court of the Final Order and Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after the exhaustion and final disposition of any appeal(s) or petition(s) for appellate review; and

12.1.2 Any other conditions stated in this Agreement.

12.2 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties, Class Counsel, and PHH's Counsel agree to cooperate with one another in (a) seeking Court approval of the Preliminary Approval Order, the Agreement, and the Final Order and Judgment and in the event of any appeal(s), to use their reasonable best efforts to effect prompt consummation of this Agreement and the proposed Settlement; (b) promptly agreeing upon and executing all such other documents as may be reasonably required to obtain final approval of the Agreement; and (c) resolving any disputes that may arise in the implementation of the terms of this Agreement.

12.3 PHH's execution of this Agreement shall not be construed to release—PHH expressly does not intend to release—any claim they may have or make against any insurer, reinsurer, indemnitor, client, loan investor, prior loan servicers, consultant, or vendor for any judgment, payment, liability, cost or expense incurred in connection with this Agreement, including, without limitation, for attorneys' fees and costs.

12.4 This Agreement, complete with its exhibits, sets forth the sole and entire agreement and understanding of the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument made in accordance with the provisions of this Agreement and executed by or on behalf of all Parties or their respective successors in interest. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Agreement exist among or between them regarding the subject matter of this Agreement and that in deciding to enter into this Agreement, they each have relied solely upon

their own judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

12.5 Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

12.6 To the extent not governed by federal law, this Agreement, any amendments thereto, and any claim, cause of action or dispute arising out of or relating to this Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of North Carolina without regard to any conflict-of-law principles that may otherwise provide for the application of the law of another jurisdiction.

12.7 Any disagreement and/or action seeking directly or indirectly to challenge, modify, construe, obtain relief from, extend, limit, or enforce this Agreement shall be commenced and maintained only in the Court and in this Action. Without in any way compromising the finality of the Final Order and Judgment, the Court shall retain exclusive and continuing jurisdiction over all matters related in any way to the Settlement and the Agreement, including but not limited to the implementation of the Settlement and the interpretation, administration, supervision, enforcement and modification of this Agreement and the relief it provides to Plaintiffs and the Settlement Class Members.

12.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

12.8.1 If to PHH, then to Zachary A. Madonia of Bradley Arant Boult Cummings LLP, 1819 Fifth Avenue North, Birmingham, Alabama 35203 (Telephone: (205) 521-8013;

Email: zmadonia@bradley.com).

12.8.2 If to Plaintiffs, or the Settlement Class, or Class Counsel, then to Scott Harris of Bryson Harris Suciu & DeMay PLLC, 900 W. Morgan Street, Raleigh, NC 27603 (Telephone: (919) 600-5000); Email: [sharris@brysonpllc.com](mailto:sharris@brysonpllc.com)).

12.9 Subject to the terms of the Final Order and Judgment, no certifications by the Parties regarding their compliance with the terms of the Settlement and this Agreement will be required. Any dispute as to the Parties' compliance with their obligations under the Settlement and this Agreement shall be brought and resolved only in the Action and only by the Court, and applicable appellate courts, and in no other action or proceeding.

12.10 All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Legal Holiday (as defined in Rule 6(a)(6) of the Federal Rules of Civil Procedure), or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days.

12.11 The time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

12.12 Neither the Settlement Class, Plaintiffs, Class Counsel, PHH, nor the PHH's Counsel shall be deemed to be the drafter of this Agreement or of any particular provision, nor shall any of them argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. All Parties agree that this Agreement was drafted by counsel for the Parties during and through extensive arm's length negotiations with the aid of a neutral mediator. No parol or other evidence may be offered to explain, construe, contradict, or clarify this Agreement's terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

12.13 The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions, or any documents created for the purposes of mediation, negotiation, or confirmatory due diligence or informal discovery, whether or not exchanged with opposing counsel, in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to effectuate or enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence of an admission or concession of any proposition of fact or law or of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Persons, Plaintiffs or the Settlement Class or as a waiver by the Released Persons, Plaintiffs or the

Settlement Class of any applicable privileges or immunities (including, without limitation, the attorney-client privilege or work product immunity), claims or defenses.

12.14 Plaintiffs each expressly affirm that the allegations contained in the complaints, including the Operative Complaint, were made in good faith and have a basis in fact, but that they consider it desirable for the Action to be settled and dismissed because of the risks associated with continued litigation and the substantial benefits that the Settlement will provide to the Settlement Class Members.

12.15 The waiver by one of the Parties of any breach of this Agreement by another of the Parties shall not be deemed a waiver of any other prior or subsequent breaches of this Agreement.

12.16 If one Party to this Agreement considers the other Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

12.17 No opinion concerning the tax consequences, if any, of this Agreement and Settlement as to individual Settlement Class Members or anyone else is being given or will be given by PHH, PHH's Counsel, Plaintiffs or Class Counsel; nor is any representation or warranty in this regard made by virtue of this Agreement or Settlement. The Long Form Class Notice will direct Settlement Class Members to consult their own tax advisor(s) regarding the tax consequences of the Settlement and this Agreement, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. Nothing in this Agreement or in the Class Notices is to be construed

as tax advice of any kind.

12.18 Headings contained in this Agreement are used for the purpose of convenience only and are not intended to alter or vary the construction and meaning of this Agreement.

12.19 The recitals of this Agreement are incorporated by this reference and are part of this Agreement.

12.20 This Agreement shall be equally binding upon and inure to the benefit of the Plaintiffs and the Settlement Class Members, their representatives, heirs, successors and assigns, as upon and to the benefit of PHH.

12.21 Nothing herein shall be deemed a waiver of any prior release individually executed between PHH and any Settlement Class Member.

12.22 This Agreement may be signed with a facsimile or PDF format signature and in counterparts, each of which shall constitute a duplicate original.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]**

Agreed to on the date(s) indicated below.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
BEVERLY DANTZLER, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
TONIA WILLIAMS, individually and on behalf of  
the Settlement Class

Dated: 01/16, 2026

PHH MORTGAGE CORPORATION

By: /s/   
Richard Schwiner

Its: Authorized Signer for PHH Mortgage Corp.

APPROVED AS TO FORM BY COUNSEL:

Dated: \_\_\_\_\_, 2026

BRYSON HARRIS SUCIU DEMAY, PLLC  
Attorneys for Plaintiff Dantzler, Plaintiff Williams, and the  
Settlement Class

By: \_\_\_\_\_  
Scott C. Harris

Dated: \_\_\_\_\_, 2026

BRADLEY ARANT BOULT CUMMINGS LLP  
Attorneys for Defendant PHH Mortgage Corporation

By: \_\_\_\_\_  
Zachary A. Madonia

Agreed to on the date(s) indicated below.

Dated: \_\_\_\_\_, 2026

Jan 15, 2026

Dated: \_\_\_\_\_, 2026

By:

\_\_\_\_\_  
BEVERLY DANTZLER, individually and on  
behalf of the Settlement Class

By:

  
\_\_\_\_\_  
Tonia Williams (Jan 15, 2026 19:57:49 EST)  
TONIA WILLIAMS, individually and on behalf of  
the Settlement Class

Dated: \_\_\_\_\_, 2026

PHH MORTGAGE CORPORATION

By: /s/ \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM BY COUNSEL:

Dated: \_\_\_\_\_, 2026

BRYSON HARRIS SUCIU DEMAY, PLLC  
Attorneys for Plaintiff Dantzler, Plaintiff Williams, and the  
Settlement Class

By:

\_\_\_\_\_  
Scott C. Harris

Dated: \_\_\_\_\_, 2026

BRADLEY ARANT BOULT CUMMINGS LLP  
Attorneys for Defendant PHH Mortgage Corporation

By:

\_\_\_\_\_  
Zachary A. Madonia

Agreed to on the date(s) indicated below.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
BEVERLY DANTZLER, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
TONIA WILLIAMS, individually and on behalf of  
the Settlement Class

Dated: \_\_\_\_\_, 2026

PHH MORTGAGE CORPORATION

By: /s/ \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM BY COUNSEL:

Dated: \_\_\_\_\_, 2026

Jan 16, 2026

BRYSON HARRIS SUCIU DEMAY, PLLC  
Attorneys for Plaintiff Dantzler, Plaintiff Williams, and the  
Settlement Class

By: Scott C. Harris  
Scott C. Harris (Jan 16, 2026 12:13:46 EST)  
\_\_\_\_\_  
Scott C. Harris

Dated: \_\_\_\_\_, 2026

BRADLEY ARANT BOULT CUMMINGS LLP  
Attorneys for Defendant PHH Mortgage Corporation

By: \_\_\_\_\_  
Zachary A. Madonia

Agreed to on the date(s) indicated below.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
BEVERLY DANTZLER, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
TONIA WILLIAMS, individually and on behalf of  
the Settlement Class

Dated: \_\_\_\_\_, 2026

PHH MORTGAGE CORPORATION

By: /s/ \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM BY COUNSEL:

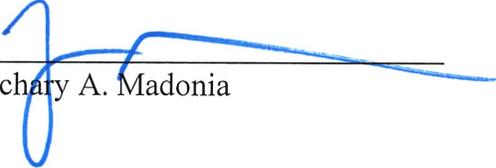
Dated: \_\_\_\_\_, 2026

BRYSON HARRIS SUCIU DEMAY, PLLC  
Attorneys for Plaintiff Dantzler, Plaintiff Williams, and the  
Settlement Class

By: \_\_\_\_\_  
Scott C. Harris

Dated: January 16, 2026

BRADLEY ARANT BOULT CUMMINGS LLP  
Attorneys for Defendant PHH Mortgage Corporation

By:   
Zachary A. Madonia

# EXHIBIT

# A

## **A class action settlement may affect your rights if you received a notice of default from PHH on or after January 14, 2021**

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

A settlement of \$1,500,000 has been reached in a class action lawsuit alleging that the Notices of Default that PHH Mortgage Corporation d/b/a PHH Mortgage Services (“PHH”) sent to borrowers who were behind on their monthly mortgage payments violated the Fair Debt Collection Practices Act (“FDCPA”), California’s Rosenthal Act, the North Carolina Debt Collection Act (“NCDCA”), and the North Carolina Collection Agency Act (“NCCAA”). Plaintiffs Tonia Williams and Beverly Dantzler have alleged that PHH’s Notices of Default contained false threats that PHH would immediately accelerate and foreclose upon mortgaged loans if the default was not cured by the stated deadline when, according to Plaintiffs, PHH did not intend and legally could not accelerate or foreclose until such loans became at least 120 days delinquent. PHH denies Plaintiffs’ allegations and that it did anything wrong, and the Court has not decided who is right. PHH, and the Plaintiffs, Tonia Williams and Beverly Dantzler (together with PHH, the “Parties”), agreed to enter into this Settlement to avoid the uncertainties, delays, and expenses of ongoing litigation, while providing class members with definite benefits now. **The purpose of this notice is to inform you of the class action and the proposed Settlement so that you may decide whether to participate, opt out, or object.**

### **QUICK SUMMARY OF SETTLEMENT**

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

**The FDCPA Class:** All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH’s records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.

**The California Class:** All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH’s records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.

**The North Carolina Class:** All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH’s records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025.

### **WHAT ARE THE SETTLEMENT TERMS?**

**What the Settlement Class Members are getting:** PHH has agreed to create three separate settlement funds, each with a value of \$500,000 and with an aggregate combined value of \$1,500,000 (the “Settlement Funds”), which will be distributed to Settlement Class Members (after first deducting any

fees, expenses or service awards that the Court awards Plaintiffs and the attorneys representing the Settlement Class (“Class Counsel”). The Settlement Funds will be distributed on a loan-by-loan basis.

FDCPA Class Members will be entitled to an allocation from the FDCPA Settlement Fund, California Class Members will be entitled to an allocation from the California Settlement Fund, and North Carolina Class Members will be entitled to an allocation from the North Carolina Settlement Fund. Individual allocations from each Settlement Fund will be calculated as explained in Section 6, below.

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

- **The California Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any California Class Members on California Class Loans during the period from December 18, 2022 through and including December 15, 2025. “California Class Loans” means the residential mortgage loans of California Class Members which qualify them for membership in the California Class as defined above; and**
- **The FDCPA Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any FDCPA Class Members on FDCPA Class Loans during the period from December 18, 2022 through and including December 15, 2025. “FDCPA Class Loans” means the residential mortgage loans of FDCPA Class Members which qualify them for membership in the FDCPA Class as defined above; and**
- **The North Carolina Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any North Carolina Class Members on North Carolina Class Loans during the period from January 14, 2021 through and including December 15, 2025. “North Carolina Class Loans” means the residential mortgage loans of North Carolina Class Members which qualify them for membership in the North Carolina Class as defined above.**

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

**HOW CAN I GET PAYMENT?** You do not need to take any action to share in the relief offered by the Settlement. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief at this same mailing address. Should you wish to receive your allocation electronically, please visit the Settlement Website at [\[\[REDACTED\]\]](#). If you have moved since January 14, 2021, you may notify the Settlement Administrator of your new mailing address by writing to: [\[\[REDACTED\]\]](#).

#### **WHAT ARE MY OTHER OPTIONS?**

**You can exclude yourself:** If you do not want to be bound by the Settlement, you must exclude yourself by **MONTH DAY, 20\_\_**. Section 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval by the Court, you will remain a member of the Settlement Class, you will receive your individual allocation of the applicable Settlement Fund(s), and you will be bound by the Settlement, including the release of claims against PHH.

**You can object:** You alternatively may object to the Settlement by **MONTH DAY, 20\_\_**. Section 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on **MONTH DAY, YEAR** beginning at **0:00 a.m.** to consider whether to finally approve

the Settlement, as well as any request for attorneys’ fees by class counsel (the “Fairness Hearing”). If you object, Section 20 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound and thus cannot file an objection and cannot speak at the Fairness Hearing.

The chat below provides a quick reference guide to the relevant deadlines and legal rights for Settlement Class Members:

<b>YOUR LEGAL RIGHTS AND OBLIGATIONS</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class, your claims against PHH arising from PHH’s Notices of Default sent during the relevant time period will be released, and you will automatically receive your share of the settlement relief by check. (You may elect to receive your share of the settlement relief electronically on the Settlement Website.)
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY XXX</b>	You will receive no payment from the Settlement, but you also will not be bound by the Settlement release. This is the only option that allows you to be a part of any other lawsuit against PHH arising from PHH’s Notices of Default sent during the relevant time period.
<b>OBJECT BY XXX</b>	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable. You may not object to the Settlement if you exclude yourself from it.
<b>FILE A NOTICE OF INTENTION TO APPEAR AT FAIRNESS HEARING BY XXXX</b>	If you wish to voice any concerns you may have about the Settlement, you must file a Notice of Intention to Appear with the Court by [[REDACTED]]

The rest of this Notice provides you with a more detailed summary of the Settlement, and also more fully describes your legal rights and options. For even more information, please visit [www.\[REDACTED\]](http://www.[REDACTED]) (the “Settlement Website”), at which you may download a complete copy of the “Joint Stipulation of Settlement and Release” (together with all attached exhibits, the “Settlement Agreement”). *Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don’t act.*

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION**

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

### **WHO IS IN THE SETTLEMENT**

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

### **WHAT YOU CAN GET UNDER THE SETTLEMENT**

6. What relief does the Settlement provide?
7. How can I get such relief?
8. When would I get such relief and how would it be distributed to me?
9. Will the Settlement have any tax consequences on me?
10. Am I giving up anything by remaining in the Settlement Class?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

11. How do I exclude myself from the Settlement Class?
12. If I don't exclude myself, can I sue PHH later for the same thing?
13. If I exclude myself, can I get anything from this Settlement?

### **THE LAWYERS REPRESENTING YOU**

14. Do I have a lawyer in this case?
15. How will Class Counsel be paid?

### **OBJECTING TO THE SETTLEMENT**

16. How do I tell the Court that I don't like the Settlement?
17. What's the difference between objecting and excluding myself?

### **THE COURT'S FAIRNESS HEARING**

18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to come to the Fairness Hearing?
20. May I speak at the Fairness Hearing?

### **IF YOU DO NOTHING**

21. What if I do nothing?

### **GETTING MORE INFORMATION**

22. Where can I get additional information?

## BASIC INFORMATION

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

If you received an Email or Postcard Class Notice directing you to the Settlement Website, then, according to PHH's records, you may be a member of the above-referenced Settlement Class, meaning you may be a member of the FDCPA Class, the California Class, or the North Carolina Class.

The Court ordered this Notice because you have a right to know about a proposed Settlement of a class action lawsuit of which you may be a member. The lawsuit is *Williams et al. v. PHH Mortgage Corporation*, case number 3:25-cv-00144-FDW-SCR, pending in the United States District Court for the Western District of North Carolina (the "Action"). This Notice describes the lawsuit, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement, the full terms of which are available for review at [www.\[REDACTED\]](#). If there is any conflict between this Notice and the Settlement (as set forth in the Settlement Agreement), the Settlement governs. You should review the Agreement before deciding what to do. Please share this Notice with any co-borrower(s) on your loan(s).

### 2. What is this lawsuit about?

In this lawsuit, Plaintiffs allege that PHH violated the FDCPA, the Rosenthal Act, the NCDCA, and/or the NCCA by sending Notices of Default to borrowers. As alleged by Plaintiffs, PHH's Notices of Default contained false threats that PHH intended to immediately accelerate and foreclose upon their loans if they did not cure their default by the deadline stated in the notices, when, according to Plaintiffs, PHH did not intend and legally could not accelerate and foreclose until their loans became at least 120 days delinquent (which generally was about 30 days beyond the Notice of Default deadline). These same allegations were made in a related case involving Plaintiff Dantzler, which is styled *Beverly Dantzler v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 2:23-cv-10562-SRM (C.D. Cal.).

PHH denies that it did anything wrong and contends that its Notices of Default contain inherently unthreatening conditional language that was required by the borrowers' mortgage documents. Consistent with PHH's position, two other courts have concluded that PHH's Notices of Default, when read as a whole, cannot reasonably be understood to have threatened imminent legal action, and therefore do not violate the FDCPA. But the Court here has not ruled on Plaintiffs' claims.

Section 1692k of the FDCPA provides that prevailing plaintiffs may recover actual damages, if any, sustained as a result of a defendant's violation of the FDCPA, along with the costs of the action and a reasonable attorney's fee as determined by the court. In the case of class actions, members of a prevailing class may also *share in* a classwide statutory damage award of *up to* the lesser of \$500,000 or 1 per centum of the net worth of the debt collector.

This Settlement is a compromise of these and other potential claims described in the Settlement, as explained in Section 10 below. Meanwhile, this Notice is only a partial summary of the details of this Action and the Settlement. Section 22 of this Notice explains how you may obtain more information about the claims in this Action and PHH's response to those claims. You can also visit [www.\[REDACTED\]](#) to review Plaintiffs' operative complaint, the Parties' proposed Settlement, and other documents related to this Action.

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

In a class action, one or more people, called class representatives (here Plaintiffs Beverly Dantzler and Tonia Williams), sue on behalf of all other people who have similar claims. Together, all of these people are called a class, and the persons in it are called class members. In a class action, one court resolves the claims of all class members, except for those who ask in writing to be excluded from the class. The Honorable Frank Whitney of the United States District Court for the Western District of North Carolina is in charge of all aspects of this case, and has already given preliminarily approval to the Settlement. Because the Settlement will determine the rights of the Settlement Class, the Parties must send Settlement Class Members notice of the settlement and give them an opportunity to opt out or object before the Court decides whether to grant final approval of the Settlement.

The Court has conditionally certified each Settlement Class for settlement purposes only. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section 11 of the Settlement Agreement, the Settlement will become void, the Settlement Classes will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Classes.

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

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

### WHO IS IN THE SETTLEMENT

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

The Court decided that everyone who fits either one or more than one of the following descriptions is a member of the Settlement Class:

**The FDCPA Class:** All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the FDCPA Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

**The California Class:** All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the California Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

**The North Carolina Class:** All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according

to PHH's records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025. Excluded from the North Carolina class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

As noted in Section 1, if the Email or Postcard Class Notice was addressed to you, then according to PHH's records, you are a member of either the FDCPA Class, the California Class, or the North Carolina Class (or some combination of the FDCPA Class and either the California or North Carolina Class). Therefore, you will be a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as described in Section 11 of this Notice. **The Email or Postcard Class Notice that was sent to you states in which Settlement Class you are, according to PHH's records.**

## WHAT YOU CAN GET UNDER THE SETTLEMENT

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

PHH has agreed to create three Settlement Funds, the FDCPA Settlement Fund, the California Settlement Fund, and the North Carolina Settlement Fund, each with a value of \$500,000.

If the Settlement obtains final approval, the Settlement Funds shall first be applied on an equal basis from each Settlement Fund to pay any Costs of Administration that exceed \$200,000. PHH has agreed to separately pay Costs of Administration up to \$200,000.

The Settlement Funds shall then be applied on an equal basis from each Settlement Fund to pay any Attorneys' Fees and Expenses and any Service Awards that may be approved by the Court.

Following the payment of any Costs of Administration that exceed \$200,000 or any such Attorneys' Fees and Expenses and Service Awards, the remaining balances of the Settlement Funds will be distributed as Individual Allocations to Settlement Class Members.

Individual Allocations to Settlement Class Members shall be calculated as follows:

**California Settlement Fund:** After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the California Settlement Fund, all California Class Loans shall receive an equal allocation of the remaining balance of the California Settlement Fund, payable jointly to all borrowers on each such loan.

**FDCPA Settlement Fund:** After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the FDCPA Settlement Fund, all FDCPA Class Loans shall receive an equal allocation of the remaining balance of the FDCPA Settlement Fund, payable jointly to all borrowers on each such loan.

**North Carolina Settlement Fund:** After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the North Carolina Settlement Fund, all North Carolina Class Loans shall receive an equal allocation of the remaining balance of the North Carolina Settlement Fund, payable jointly to all borrowers on each such loan.

For the avoidance of doubt, any Class Loan that meets more than one Class Loan definition (i.e., a loan that meets both the FDCPA Class Loan and California Class Loan definitions or a loan that meets both the FDCPA Class Loan and North Carolina Class Loan definitions) shall receive an Individual Allocation from each applicable Settlement Fund.

The actual amount that each Settlement Class Member will receive as an Individual Allocation will ultimately depend on a variety of factors, including the delinquency of the Class Loan at the time that PHH began servicing the loan, whether the member was sent a Notice of Default in the relevant time period, the number of Potential Settlement Class Members who decide to opt out of each Settlement Class, and whether and in what amounts the Court will approve any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs.

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

If you are a member of the Settlement Class, then as long as you do not exclude yourself from the Settlement Class, you will automatically receive an Individual Allocation by check mailed to the mailing address that PHH has on file for you, and you do not need to take any further action in order to receive that Individual Allocation. If your mailing address has changed since [DATE], however, you may wish to notify the Settlement Administrator of your current mailing address by contacting the Settlement Administrator at 1-[REDACTED] or [REDACTED]. This will help ensure that your Individual Allocation is mailed to the correct address. In addition, if you would like to receive your Individual Allocation via electronic distribution, then please visit the Settlement Website at [REDACTED], where you will be able to make such arrangements.

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

As described in Section 18 of this Notice, the Court will hold a Fairness Hearing on [MONTH DAY, YEAR] to decide whether to grant final approval to the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time—sometimes more than a year. Finally, it is possible that this Settlement may be terminated for other reasons, such as those set forth in Section 11 of the Settlement Agreement (available for review at [www.\[REDACTED\]](http://www.[REDACTED])). Please be patient.

The “Final Settlement Date,” as defined in the Settlement, is the day the order finally approving the Settlement becomes either final and non-appealable or any appeals have been resolved in favor of the Settlement. Individual Allocations are expected to be distributed within 75 days of the Final Settlement Date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

Individual Allocations will be paid by a check mailed to you, made payable jointly to all borrowers of record on your Class Loan, and addressed to the mailing address of record on your Class Loan. However, as noted in Section 7, if you would like to receive your Individual Allocation via electronic distribution, then please visit the Settlement Website at [REDACTED], where you will be able to make such arrangements.

NOTE: All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you and any co-borrowers on your Class Loan of the right to receive Individual Allocation relief. Individual Allocation relief that remains unclaimed or undeliverable 300 days after the Final Settlement Date despite reasonable efforts to locate you will be donated and paid to the Asheville, North Carolina chapter of Habitat for Humanity.

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

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

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

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

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

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

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

The phrase “Released Claims” means and refers to:

each and all of the claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (whether punitive, statutory, or compensatory and whether liquidated or unliquidated), losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any regulatory bulletin, guidelines, handbook, opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that relate to or arise out of any Notice of Default sent by PHH to (a) California Class Members on California Class Loans during the period from December 18, 2022 through and including December 15, 2025; (b) FDCPA Class Members on FDCPA Class Loans during the period from December 18, 2022 through and including December 15, 2025; or (c) North Carolina Class Members on North Carolina Class Loans during the period from January 14, 2021 through and including December 15, 2025.

The phrase “Released Persons” means and refers to:

(a) PHH and any and all of its current or former predecessors, successors, assigns, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, associates, vendors, service providers, software licensors and licensees, clients and

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

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

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

To exclude yourself, you must mail a letter sufficiently in advance to be received by the "Settlement Administrator," **ADMINISTRATOR**, no later than **MONTH DAY, YEAR**, saying that you want to be excluded from the Settlement Class. Your letter must be addressed to Williams v. PHH, c/o [\[\]](http://www.[]), and must: (a) contain a caption or title that identifies it as "Request for Exclusion in *Williams v. PHH* (case number 3:25-cv-00144-FDW-SCR);" (b) include your name, mailing and e-mail addresses, and contact telephone number; (c) specify that you want to be excluded from the Settlement Class and identify the Class Loan number(s) for which you seek exclusion from the Settlement; and (d) be *personally* signed by you.

NOTE: If your request for exclusion is late or incomplete, it will not be valid and you will remain part of the Settlement Class, you will still be bound by the Settlement and all other orders and judgments in the Action, and you will not be able to participate in any other lawsuits against PHH and the Released Persons based on the Released Claims. If you submit a request for exclusion, it will be deemed as a request for exclusion by you and any other co-borrowers, joint-borrowers and multiple borrowers on the Class Loan(s) identified in the exclusion request.

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

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

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

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

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court has appointed Scott C. Harris of the law firm Bryson Harris Suci & DeMay and Edward H. Maginnis of the law firm Maginnis Howard to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called “Class Counsel,” and they can be reached by email at [sharris@brysonpllc.com](mailto:sharris@brysonpllc.com) and [emaginnis@maginnislaw.com](mailto:emaginnis@maginnislaw.com), respectively, or by phone at [XXX-XXX-XXXX]. You will not be separately charged for the services of Class Counsel for issues related to this Action.

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

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

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will ask the Court for an award of attorneys’ fees, to be paid from the Settlement Funds in an amount not to exceed one third of the Settlement Funds, as well as the actual costs and expenses that Class Counsel incurred in the litigation. For their endeavor on behalf of the Settlement Class, and in addition to the relief otherwise due them as members of the Settlement Class, Lead Plaintiffs Dantzler and Williams shall apply for Service Awards to be paid from the Settlement Funds in the aggregate amount not to exceed \$10,000. Class Counsel will file with the Court their request for attorneys’ fees and expenses and service awards on or before MONTH DAY, YEAR, which will then be posted on [www.\[ \]](http://www.[ ]).

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

## OBJECTING TO THE SETTLEMENT

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

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

To object, you must file a written statement of objection with the Court. Your written objection must: (a) include a caption or title that identifies it as “Objection to Class Settlement *Williams v. PHH* (case number 3:25-cv-00144-FDW-SCR);” (b) include your name, mailing and email addresses, contact telephone number, and your Class Loan number(s); (c) state whether the objection applies only to you, to a specific subset of the class, or to the entire class; (d) state with specificity the specific reason(s), if any, for each of

your objections, including all legal support you wish to bring to the Court's attention and all factual evidence you wish to introduce in support of your objection; (e) disclose the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection, and (f) be *personally* signed by you.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of the Court, United States District Court for the Western District of District of North Carolina, U.S. Courthouse, Charles R. Jonas Federal Building, 401 W. Trade St., Room 1200, Charlotte, NC 28202. However, if you are represented by your own attorney, your attorney must file your objection through the Court's Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received by the Court by, **MONTH DAY, 20\_\_**. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

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

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

### THE COURT'S FAIRNESS HEARING

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

A Fairness Hearing has been set for **MONTH DAY, 20\_\_**, beginning at **XX:XX** a.m., before the Honorable Frank D. Whitney at the United States District Court for the Western District of North Carolina, U.S. Courthouse, Charles R. Jonas Federal Building, 401 W. Trade St., Room 1200, Charlotte, NC 28202 in Courtroom **[COURTROOM]**. At the hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable, and adequate; and (3) award any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs. The Court will also consider any and all objections to the Settlement and any other issues relating to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court's decision will take.

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

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

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

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

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Section 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court's Case Management/Electronic Case Filing (CM/ECF) system a separate "Notice of Intention to Appear in *Williams v. PHH* (case number 3:25-cv-00144-FDW-SCR)." That notice must be filed with the Court no later than **MONTH DAY, YEAR**. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

### IF YOU DO NOTHING

## 21. What if I do nothing?

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

### GETTING MORE INFORMATION

## 22. Where can I get additional information?

This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the full Stipulation of Settlement and Release available at [www.\[\]](http://www.[]), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pcl.uscourts.gov/pcl/pages/welcome.jsf>, or by visiting the office of the Clerk of the Court, United States District Court for the Western District of District of North Carolina, U.S. Courthouse, Charles R. Jonas Federal Building, 401 W. Trade St., Room 1200, Charlotte, NC 28202, between 8:30 a.m. and 12:30 p.m., or between and 1:30 p.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

# EXHIBIT

# B



**What the Settlement Class Members are giving up:** In return for the relief that PHH is providing, Settlement Class Members are deemed to have agreed to **release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by during the applicable time period for each Settlement Class.**

**HOW CAN I GET PAYMENT?** You do not need to take any action to share in the relief offered by the Settlement. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief at this same mailing address. Should you wish to receive your allocation electronically, please visit the Settlement Website at [[REDACTED]].

### **WHAT ARE MY OTHER OPTIONS?**

**You can exclude yourself:** If you do not want to be bound by the Settlement, you must exclude yourself by **MONTH DAY, 20\_\_**. Please review Section 11 of the full class notice for more information about how to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval by the Court, you will remain a member of the Settlement Class, you will receive your individual allocation of the applicable Settlement Fund(s), and you will be bound by the Settlement, including the release of claims against PHH.

**You can object:** You alternatively may object to the Settlement by **MONTH DAY, 20\_\_**. Section 16 of the full class notice explains what you need to do to object to the settlement. You cannot exclude yourself and also object. The Court will hold a hearing on **MONTH DAY, YEAR** beginning at **0:00 a.m.** to consider whether to finally approve the Settlement, as well as any request for attorneys' fees by Class Counsel (the "Fairness Hearing").

For more information, please visit the Settlement Website at [www.\[REDACTED\]](http://www.[REDACTED]), at which you may download a complete copy of Settlement Agreement and full notice. *Please read this notice and the full notice carefully because your legal rights may be affected whether you act or don't act*

# EXHIBIT

# C

A settlement has been reached in a class action lawsuit alleging that PHH Mortgage Corporation's ("PHH") Notices of Default violated the federal Fair Debt Collection Practices Act ("FDCPA") and certain state laws. PHH has agreed to resolve claims concerning its Notices of Default of the following three Settlement Classes:

**FDCPA Class:** All borrowers on residential mortgage loans secured by mortgaged property in the U.S. (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between 12/18/22 and 12/15/25.

**California Class:** All borrowers on residential mortgage loans secured by mortgaged property in California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between 12/18/22 and 12/15/25.

**North Carolina Class:** All borrowers on residential mortgage loans secured by mortgaged property in North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between 1/14/21 and 12/15/25.

*PHH's records indicate that you are a member of the [INSERT] Class.*

PHH has agreed to create three separate Settlement Funds of \$500,000 each, one for each Settlement Class. Each Settlement Fund will be distributed on a loan-by-loan basis to the Settlement Class Members (after first deducting any fees, expenses or service awards awarded Plaintiffs and the attorneys representing the Settlement Class, and any administration fees that may be applied to the Settlement Funds). You do not need to take any action to share in Settlement Relief. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief at this same mailing address. Should you wish to receive your allocation electronically, please visit the Settlement Website at [[www.SettlementWebsite.com](http://www.SettlementWebsite.com)]. If you do not exclude yourself from the Settlement, you will be deemed to have agreed to **release any claims that you may have against PHH that relate to any Notice of Default sent during the applicable time period.**

If you do not want to be bound by the Settlement or receive your share of the relief, you must exclude yourself by **MONTH DAY, 20\_\_**. Section 11 of the full class notice explains how to exclude yourself. You alternatively may object to the Settlement by **MONTH DAY, 20\_\_**. Section 16 of the full class notice explains how to object. You cannot exclude yourself and also object. The Court will hold a hearing on **MONTH DAY, YEAR** beginning at **0:00 a.m.** to consider whether to finally approve the Settlement, as well as any request for attorneys' fees and expenses made by Class Counsel. For more information, please visit [[www.SettlementWebsite.com](http://www.SettlementWebsite.com)], at which you may download a complete copy of the Settlement Agreement and the full class notice. *Please read this notice and the full notice carefully because your legal rights may be affected whether you act or don't act.*

**PHH Settlement Administrator**  
P.O. Box XXXX  
Baton Rouge, LA 70821

**NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT**

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

**A class action settlement may  
affect your rights if you received  
a Notice of Default from PHH  
since January 14, 2021.**

For more information on the proposed settlement,  
including to learn how to object or to exclude yourself,  
please visit [[www.SettlementWebsite.com](http://www.SettlementWebsite.com)] or contact  
the Settlement Administrator at 1-XXX-XXX-XXXX  
or Class Counsel at 1-XXX-XXX-XXXX.

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
**PAID**  
FPI

**ELECTRONIC SERVICE REQUESTED**

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]

