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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

AMYE ELBERT,
Plaintiff,
v.
ROUNDPOINT MORTGAGE
SERVICING CORPORATION,
Defendant.

Case No. 20-cv-00250-MMC

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR
CERTIFICATION OF SETTLEMENT
CLASS**

United States District Court
Northern District of California

Before the Court is plaintiff Amye Elbert's ("Elbert") "Motion for Preliminary Approval of Class Action Settlement and for Certification of Settlement Class," filed October 1, 2021. The matter came on regularly for hearing on October 29, 2021. Kristen G. Simplicio of Tycko & Zavareei LLP appeared on behalf of Elbert. Cheryl S. Chang of Blank Rome LLP appeared on behalf of defendant RoundPoint Mortgage Servicing Corporation ("RoundPoint").

The matter having been submitted, and good cause appearing, the motion is hereby GRANTED, as follows:

1. The provisions of the Settlement Agreement are hereby preliminarily approved.¹ The Court finds the Settlement Agreement appears to be fair, adequate, and reasonable, free of collusion or indicia of unfairness, the result of arm's length negotiations, and within the range of likely judicial approval, and, accordingly, notice thereof should be disseminated to the class.

¹ The Settlement Agreement is filed as Exhibit 1 to the Declaration of Hassan A. Zavareei.

United States District Court
Northern District of California

1 2. Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), and for
2 purposes of, and solely in connection with, the Settlement Agreement, the Court finds
3 each of the requirements for certification of the class set forth in the Settlement
4 Agreement is met and hereby conditionally certifies the following class:

5 All persons who (1) were borrowers on residential mortgage loans on
6 properties located in the United States whose loans were serviced by
7 RoundPoint, and (2) paid a fee to RoundPoint for making a loan payment
by telephone or IVR from January 1, 2016 to May 31, 2021.

8 3. The Court, for settlement purposes only, finds certification of the above-quoted
9 class satisfies the requirements under Federal Rules of Civil Procedure 23(a) and
10 23(b)(3). In support of this finding, the Court conditionally and preliminarily finds: (a) the
11 class consists of over 123,000 members, and, consequently, is so numerous that joinder
12 of all members is impracticable; (b) there are questions of law and fact common to the
13 class, such as whether the challenged fees are unauthorized by the class members'
14 mortgages; (c) the claims of the named class representative are typical of the claims of
15 the class; (d) the named class representative and class counsel identified below are able
16 to adequately represent the class and appear to have no conflict with the class; and
17 (e) class-wide treatment of the disputes raised in this action is superior to other available
18 methods for adjudicating the controversy.

19 4. Elbert is appointed Class Representative.

20 5. Hassan A. Zavareei, Kristen G. Simplicio, and James L. Kauffman are
21 appointed as Class Counsel.

22 6. The Court finds the parties' proposed manner of providing notice appears to be
23 the best notice practicable under the circumstances and to meet the requirements of Rule
24 23(c)(2), Rule 23(e)(1), and the requirements of due process.

25 7. The Court approves, as to form and content, the Email Notice, Postcard Notice,
26 and Long Form Notice, attached hereto as Exhibits 1, 2, and 3, and, accordingly, directs
27 notice be given in the form and manner consistent therewith

28 8. Kroll Settlement Administration is appointed the settlement administrator and is

1 directed to provide notice to the class in accordance with the schedule below and using
2 the procedures set forth in the Settlement Agreement.

3 9. Any class member may choose to object to the Settlement Agreement by filing
4 with the Clerk of Court an objection in accordance with the instructions set forth in the
5 Settlement Agreement.

6 10. Any class member may choose to be excluded from the class in accordance
7 with the instructions set forth in the Settlement Agreement. Any class member who
8 timely and properly requests to be excluded from the class will not be bound by the
9 Settlement Agreement, will not have any right to object to, appeal from, or comment on
10 the Settlement Agreement, and will not receive any monetary benefits under the
11 Settlement Agreement.

12 11. Any class member who has not requested exclusion by submitting a valid and
13 timely written request shall be bound by all determinations of the Court, by the terms of
14 the Settlement Agreement, and by any final approval order and judgment entered.

15 12. The Court orders the following schedule:

16 a. No later than November 19, 2021, RoundPoint shall provide the
17 settlement member class list to the settlement administrator.

18 b. No later than December 20, 2021, the settlement administrator shall
19 cause the Email Notice to be sent to class members with email addresses, to cause the
20 Postcard Notice to be sent to class members without email addresses, and to establish
21 the settlement website and toll-free telephone line.

22 c. No later than January 7, 2022, Class Counsel shall file a motion for
23 attorneys' fees, expenses, and a service award, and shall cause the motion to be posted
24 on the settlement website.

25 d. Any request for exclusion from the class must sent to the settlement
26 administrator and be postmarked no later than February 18, 2022.

27 e. Any objection to the Settlement Agreement and/or to the motion for
28 attorneys' fees, expenses, and a service award shall be filed with the Clerk of Court no

United States District Court
Northern District of California

1 later than February 18, 2022.

2 f. No later than March 11, 2022, Class Counsel shall file a motion for final
3 approval of the Settlement Agreement, and shall include therein a response to any
4 objection(s).

5 13. A final approval hearing shall be held on March 25, 2022, at 9:00 a.m., at the
6 United States District Court for the Northern District of California, San Francisco
7 Courthouse, 450 Golden Gate Avenue, Courtroom 7 – 19th Floor, San Francisco, CA
8 94102, to determine all necessary matters concerning the Settlement Agreement,
9 including whether the Settlement Agreement is fair, adequate, and reasonable and
10 should be approved, as well as to consider Class Counsel's motion for attorneys' fees,
11 expenses, and a service award.

12 14. Any objecting class member who has filed a timely objection may appear at
13 the final approval hearing, either in person or by counsel, to show cause why the
14 settlement agreement should not be approved as fair, adequate, and reasonable, and/or
15 to object to the motion for attorneys' fees, expenses, and a service award. Any counsel
16 who intends to appear at the final approval hearing on behalf of a class member shall file
17 a Notice of Appearance with the Clerk of Court no later than February 18, 2022.

18 15. The deadlines set forth in this Order may be extended by court order without
19 further notice to the class members, except that Class Counsel shall cause any such
20 order to be posted on the settlement website.

21 16. If for any reason the Court does not grant final approval of the Settlement
22 Agreement, or if the Effective Date, as defined in the Settlement Agreement, does not
23 occur for any reason, the parties will be restored to the status quo ante as set forth more
24 specifically in the Settlement Agreement.

25 **IT IS SO ORDERED.**

26
27 Dated: November 5, 2021

28

MAXINE M. CHESNEY
United States District Judge

(Email Notice)

From: RoundPoint Mortgage Servicing Corp., Convenience Fee Litigation Settlement Administrator

Subject Line: RoundPoint Mortgage Servicing Corp. Convenience Fee Settlement

Content:

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

You are receiving this notice because you could be affected by a class action lawsuit against RoundPoint Mortgage Servicing Corp (“RoundPoint”) involving its assessment of Convenience Fees to make mortgage payments over the phone and through the use of the telephonic automated “IVR” (interactive voice response) system.

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

www.MortgagePaymentFeeSettlement.com

Who’s Included? RoundPoint’s records show you are a member of the Settlement Class. The Settlement Class includes all persons who (1) were borrowers on residential mortgage loans on properties located in the United States whose loans were serviced by RoundPoint, and (2) paid a fee to RoundPoint for making a loan payment by telephone or IVR from January 1, 2016 to May 31, 2021.

What are the Settlement terms? RoundPoint has agreed to establish a cash Common Fund of \$1,600,000 from which Settlement Class Members will receive payments by check, prepaid Visa/Mastercard, or by digital payment methods.

Pursuant to the Court’s approval, the Gross Settlement Fund will also be used to pay Settlement Notice and Administration Costs, Attorneys’ Fees and Expenses to Class Counsel, and Service Awards for the Class Representatives. The Net Settlement Fund, net of any Settlement Administration Costs, Service Awards, and attorneys’ fees and expenses award by the Court, will be distributed *pro rata* according to the amount of Convenience Fees Settlement Class Members paid. If the Court awards all Administrative Costs, attorneys’ fees and expenses, and Service Awards requested by the Parties, the Net Settlement Fund will be approximately \$846,915.

Also as part of the Settlement, RoundPoint has agreed to stop charging fees for telephone and IVR payments to borrowers in the United States for a period of two years after entry of the Final Approval Order.

Settlement Class Members will automatically receive monetary payments from the Net Settlement Fund based on the amount of fees that the Settlement Class Member paid. Settlement Class

Members are solely responsible for distributing or allocating Settlement Payments between or among all co-account holders.

You have the option to visit the Settlement Website at www.MortgagePaymentFeeSettlement.com to select the format in which you would like to receive your Settlement Payment. You may choose to receive your payment via various digital options, in the form of a paper check, or on a MasterCard gift card. If no payment method is selected by **February 18, 2022** you will receive your payment in the form of a check, which will be mailed to you.

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

Your Other Options: If you do not want to be bound by the Settlement, you must exclude yourself by **February 18, 2022**. The Long Form Notice available at www.MortgagePaymentFeeSettlement.com contains instructions for how to exclude yourself. If you exclude yourself, you cannot get money from this Settlement. If you do not exclude yourself, you will release your claims against RoundPoint for the claims at issue in this lawsuit. Specifically, you will not be able to sue for any claim relating to Convenience Fees for phone and IVR mortgage payments between January 1, 2016 and May 31, 2021.

If you do not exclude yourself, you may object to the Settlement by **February 18, 2022**. The Long Form Notice available at www.MortgagePaymentFeeSettlement.com contains instructions for how to object.

Final Fairness Hearing: The Court will hold a Final Fairness Hearing on **March 25, 2022 at 9:00 a.m.** Further information about how to attend that hearing, including whether the hearing will be held in person at the courthouse or online via Zoom videoconferencing, will be available on the settlement website at www.MortgagePaymentFeeSettlement.com. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the settlement website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

At the Final Fairness Hearing, Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third (33.33%) of the Gross Settlement Fund, or \$533,280, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representative in the amount of \$5,000. Class Counsel will file that request, along with all supporting documents, by January 7, 2022. The Fee and Service Award Application and all

supporting papers will be available for your review on the settlement website at www.MortgagePaymentFeeSettlement.com. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

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

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

This notice provides limited information about the Settlement. For more information call

(833) 942-3996

or visit www.MortgagePaymentFeeSettlement.com

If You Were Charged Fees by RoundPoint Mortgage Servicing Co. for a Mortgage Payment over the Phone, including through the automated “IVR” (interactive voice response) system, You May Be Eligible for a Payment from a Class Action Settlement.

A \$1,600,000 Settlement has been reached in a class action lawsuit alleging that RoundPoint Mortgage Servicing Corp. improperly assessed fees arising from account holders who made mortgage payments via telephone or through the telephonic automated “IVR” (interactive voice response) system (“Convenience Fees”). RoundPoint denies any wrongdoing. The Court has not decided who is right.

Who’s Included? RoundPoint’s records show you are a likely member of the Settlement Class. The Court decided that the Settlement Class includes all persons who (1) were borrowers on residential mortgage loans on properties located in the United States whose loans were serviced by RoundPoint, and (2) paid a fee to RoundPoint for making a payment by telephone or IVR from Jan. 1, 2016 to May 31, 2021.

What Are the Settlement Terms? RoundPoint has agreed to establish a Common Fund of \$1,600,000 from which Settlement Class Members will receive payments or account credits. RoundPoint also agreed to stop charging the fees in the United States for two years. Once the Court approves the Settlement, each Settlement Class Member will *automatically* receive a payment for his or her portion of the Net Settlement Fund. There is no need to file a claim, however, **you may visit www.MortgagePaymentFeeSettlement.com by February 18, 2022 to select your preferred payment method. If you do not select a method, you will receive your Settlement Payment via check, which will be mailed to you.** The Net Settlement Fund will be paid to the Settlement Class Members *pro rata* according to the amount of fees they paid. The Net Settlement Fund is the amount after attorneys’ fees, costs, service awards to the Class Representative, and Administrative Expenses are paid from the Gross Settlement Fund, and is estimated to be \$846,915. The Settlement provides that Class Counsel may seek up to 33.33% of the Gross Settlement Fund, to reimburse Class Counsel for attorneys’ fees, along with their reasonable expenses, and that the Class Representative may seek \$5,000 as a Service Award.

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **February 18, 2022**. If you do not timely exclude yourself, you will not be able to sue for any claim relating to Convenience Fees for phone and IVR mortgage payments between January 1, 2016 and May 31, 2021. If you exclude yourself or “opt out” of the Class, you won’t get an automatic payment. If you stay in the Settlement Class, you may object to the Settlement in writing by **February 18, 2022**. The Long Form Notice, available at www.MortgagePaymentFeeSettlement.com, contains instructions for how to exclude yourself from or object to the Settlement.

The Fairness Hearing. The Court will hold a hearing at 9:00 a.m. on **March 25, 2022**. Further information about how to attend that hearing, including whether it will be held in person at the courthouse or online via Zoom videoconferencing, will be available at www.MortgagePaymentFeeSettlement.com. At the hearing the Court will consider whether to approve the Settlement and Class Counsel’s request for attorneys’ fees, plus expenses and the Class Representative’s Service Award. Unless you opt-out of the Settlement, you may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

How Can I Get More Information? If you have questions or want more information about this lawsuit and your rights, visit www.MortgagePaymentFeeSettlement.com. You may obtain a detailed notice that explains how to exclude yourself from or object to the Settlement by visiting that website, by calling (833) 942-3996, or by writing to: Settlement Administrator, Attn: RoundPoint Mortgage, P.O. Box 5324, New York, NY 10150-5324.

Settlement Administrator
Attn: RoundPoint Mortgage
P.O. Box 5324
New York, NY 10150-5324

FIRST NAME LAST NAME
ADDRESS LINE 1
ADDRESS LINE 2
CITY, STATE ZIP

Legal Notice about a Class Action Settlement

If you were charged a fee by RoundPoint Mortgage Servicing Corp. for a phone or IVR mortgage payment, you may be eligible for a payment from a class action settlement.

Read this notice carefully.

You can also visit: www.MortgagePaymentFeeSettlement.com or call
(833) 942-3996

*Para una notificación en Español,
visite nuestro sitio de Web, www.MortgagePaymentFeeSettlement.com*

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

A class action settlement may affect your rights if you paid RoundPoint Mortgage Servicing Corp. a fee to make a residential loan payment by telephone or IVR (interactive voice response) between January 1, 2016 and May 31, 2021.

THIS NOTICE COULD AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY

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

The United States District Court for the Northern District of California (the “Court”) authorized this Notice. This Notice is a summary of a proposed settlement of the lawsuit titled *Elbert v. Roundpoint Mortgage Servicing Corp.*, Case No. 3:20-cv-00250-MMC (N.D. Cal.). Amye Elbert (“Plaintiff”) sued RoundPoint Mortgage Servicing Corp. (“RoundPoint”), alleging that RoundPoint charged borrowers fees to make mortgage payments by telephone or IVR (“Convenience fees”). The Action asserts that RoundPoint’s practice of charging such fees, among other things, violated the Fair Debt Collection Practices Act, various states’ debt collection laws, and breached the terms of the borrowers’ loan agreements. RoundPoint denies the allegations asserted in the Actions. The Court has not decided who is right.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing And Receive A Payment	If you are entitled under the Settlement to payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i> , you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment and will give up your right to bring your own lawsuit against RoundPoint about the claims in this case.
Exclude Yourself From The Settlement Deadline: February 18, 2022	Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
Object Deadline: February 18, 2022	You may object to the terms of the Settlement Agreement and have your objections heard at the March 25, 2022 Final Approval Hearing.

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MortgagePaymentFeeSettlement.com, by contacting class counsel at the addresses listed in Part 9 below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 1:00 p.m., Monday through Friday, excluding Court holidays.

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

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

1. Why is there a Notice?

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

The U.S. District Court for the Northern District of California is overseeing this case. The case is known as *Elbert v. Roundpoint Mortgage Servicing Corp.*, Case No. 3:20-cv-00250-MMC (N.D. Cal.). The person who sued is called the "Plaintiff." The Defendant is RoundPoint Mortgage Servicing Corp.

2. What is this lawsuit about?

The lawsuit claims that RoundPoint charged borrowers fees to make mortgage payments by telephone or IVR ("Convenience fees"). The Action asserts that RoundPoint's practice of charging such fees, among other things, violated the Fair Debt Collection Practices Act, various states' debt collection laws, and breached the terms of the borrowers' loan agreements. RoundPoint denies the allegations asserted in the Action. The Court has not decided who is right.

The Second Amended Complaint in this Action is posted on www.MortgagePaymentFeeSettlement.com and contains all of the allegations and claims asserted against RoundPoint.

3. Why is this a class action?

In a class action, one or more people, called class representatives (in this one, a mortgage borrower whose mortgage was serviced by RoundPoint and who paid Convenience fees), sued on behalf of people who have similar claims.

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

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

4. Who is a Class Member?

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

All persons who (1) were borrowers on residential mortgage loans on properties located in the United States whose loans were serviced by RoundPoint, and (2) paid a fee to RoundPoint for making a loan payment by telephone or IVR from January 1, 2016 to May 31, 2021.

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

5. Why is there a Settlement?

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

6. What are the terms of the proposed Settlement?

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

In the proposed Settlement, RoundPoint has agreed to create a \$1,600,000.00 Common Fund. All Administrative Costs, any Court-awarded attorneys' fees and expenses to Class Counsel, and any Service Awards to the Class Representative will be paid out of the Gross Settlement Fund first. The remaining balance of the settlement fund (the "Net Settlement Fund") will be distributed among the Class Representative and all Class Members who are not excluded from the class, as set forth below (the "Settlement Class Members"). If the Court awards all Administrative Costs, attorneys' fees and expenses, and Service Awards requested by the Parties, the Net Settlement Fund will be approximately \$846,915.

Also, as part of the Settlement, RoundPoint has agreed to stop charging fees for online, telephone, and/or IVR payments in United States starting June 1, 2021 and continuing at least until two years after the Court gives final approval to the settlement.

Allocations of the Net Settlement Fund will be calculated on a borrower-by-borrower basis, such that each Class Member will receive pro rata monetary benefits based on the amount of Convenience fees each Settlement Class Member paid during the Class Period. Settlement Class Members who receive a Settlement Payment are solely responsible for distributing or allocating their payment between or among all co-account holders. By way of illustration, if you are a

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

borrower on a loan that paid one percent of the total Convenience fees collected by RoundPoint during the Class Period, you will be allocated one percent of the Net Settlement Fund.

Attorneys' Fees and Expenses, and Service Award. Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third (33.33%) of the Settlement Fund, or \$533,280, plus litigation costs and expenses. Class Counsel will also request Court approval of a Service Award to the Class Representative in the amount of \$5,000. Class Counsel will file that request, along with all supporting documents, by January 7, 2022. The Fee and Service Award Application and all supporting papers will be available for your review on the settlement website at www.MortgagePaymentFeeSettlement.com. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

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

7. How Can I Get the Relief?

As long as you do not exclude yourself from the Settlement, you will automatically receive cash benefits from the Settlement, and you do not need to take further action.

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

8. When Will I Get the Relief?

As described below, the Court will hold a Fairness Hearing on **March 25, 2022** to decide whether to grant final approval of the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable, and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time. Payments to Settlement Class Members will only be made after the time for any appeals expires. **Please be patient.**

9. Who Represents Me?

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

You may contact Class Counsel at:

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

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

10. How will the lawyers be paid?

As set forth in Section 6, Class Counsel will ask the Court to award attorneys’ fees in an amount not to exceed one third (33.33%) of the Settlement Fund, or \$533,280, plus litigation costs and expenses. Class Counsel will also request Court approval of a Service Award to the Class Representative in the amount of \$5,000. Class Counsel will file that request, along with all supporting documents, by January 7, 2022. The Fee and Service Award Application and all supporting papers will be available for your review on the settlement website at www.MortgagePaymentFeeSettlement.com. The Court will determine the appropriate amount of the attorneys’ fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys’ fees, costs, or service award amounts.

11. How do I exclude myself from the Settlement?

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

If you choose to opt out of the Settlement, you must send a written statement to the Settlement Administrator that includes name, address, phone number and signature of the borrower(s) seeking exclusion, as well as language clearly indicating a request for exclusion, such as “I wish to be excluded from the Settlement in *Elbert v. Roundpoint Mortgage Servicing Corp.*” If there are co-borrowers on the loan, all co-borrowers must sign the request for exclusion in order for you to opt out of the Settlement.

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

You must mail your request for exclusion by no later than **February 18, 2022** to:

Settlement Administrator
Attn: RoundPoint Mortgage
P.O. Box 5324
New York, NY 10150-5324

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

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

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

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

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

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

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

The Court will accept objections that substantially comply with the objection requirements set forth below. In particular, Your objection must include the following:

- Your name, address, email address (if any), and phone number;
- The case caption, *Elbert v. Roundpoint Mortgage Servicing Corp.*, Case No. 3:20-cv-00250-MMC (N.D. Cal.);
- The specific legal and factual bases for your objection;
- A list of all cases in which you have objected to a class action settlement, including case name, court, and docket number;
- If you are represented by counsel, a list of all cases in which your counsel has represented an objector in objecting to a class action settlement, including the case name, court, and docket number;
- A statement indicating whether you and/or your counsel intend to appear at the Final Fairness Hearing;
- A list of witnesses, if any, that you intend to call;
- Whether the objection relates only to you, to a subset of the Settlement Class, or to the entire Settlement Class; and
- Your signature.

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

You must also comply with Northern District of California Local Rule 3-15 and promptly file a Certification of Interested Entities or Persons on the docket.

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

Your objection must be postmarked no later than **February 18, 2022** and must be mailed to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102 or filed in person on or before **February 18, 2022** at any location of the United States District Court for the Northern District of California.

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

If the Settlement receives final approval from the Court, the Settlement will be legally binding on all Settlement Class Members, including Settlement Class Members who object. If you, or someone acting on your behalf, are currently litigating claims against RoundPoint or other released parties that are the same as or similar to those addressed here, you will be barred from pursuing the claims released by the Settlement unless you validly opt out, as described above. Under the terms of the release, you will not be able to sue for any claim relating to Convenience fees for telephone and IVR mortgage payments between January 1, 2016 and May 31, 2021.

The full terms of the release, which will bind all Settlement Class Members as to certain claims against RoundPoint and certain affiliates and related entities (“Released Parties”), are set forth in the Settlement Agreement, which is on file with the Court, and which is available on the settlement website at: www.MortgagePaymentFeeSettlement.com. Unless you exclude yourself, you will be a Settlement Class Member, and that means that any claims you have regarding Convenience fees you paid to RoundPoint will be fully and completely resolved, and that you cannot sue, continue to sue, or be part of any other lawsuit against RoundPoint about RoundPoint’s collection of Convenience fees. It also means that the Court’s Orders approving the Settlement and the judgment in this case will apply to you and legally bind you.

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

16. What Happens Next?

The Court will hold a “Final Fairness Hearing” on **March 25, 2022** at 9:00 a.m. at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

Gate Avenue, San Francisco, CA 94102 – Courtroom 7, 19th Floor, to hear any objections and to consider whether to give final approval to the Settlement. The Court will hear objections at the hearing only from those who timely object to the Settlement, as described above. You may participate in the Fairness Hearing with or without an attorney, but if you choose to be represented by an attorney, you must do so at your own expense.

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

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

- Your name, address and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for the Settlement in *Elbert v. Roundpoint Mortgage Servicing Corp.*, Case No. 3:20-cv-00250-MMC (N.D. Cal.);
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Fairness Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear no later than **February 18, 2022**, to:

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

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

Cheryl S. Chang
Jessica A. McElroy
Blank Rome LLP
2029 Century Park East, 6th Floor
Los Angeles, California 90067

Settlement Administrator
Attn: RoundPoint Mortgage
P.O. Box 5324
New York, NY 10150-5324

Questions? Call (833) 942-3996 or visit www.MortgagePaymentFeeSettlement.com.

More Information Is Available

This Notice is only a summary of the Settlement and the Agreement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement, and additional court documents related to the Settlement, at www.MortgagePaymentFeeSettlement.com.

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

James Kauffman, Bailey & Glasser LLP, 1055 Thomas Jefferson Street NW, Suite 540, Washington, DC 20007, (202) 463-2101, jkauffman@baileyglasser.com.

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

You may also contact the Settlement Administrator at:

Settlement Administrator, Attn: RoundPoint Mortgage, P.O. Box 5324, New York, NY 10150-5324, (833) 942-3996.

You may also review the Court's file Monday through Friday, from 9:00 a.m. to 1:00 p.m.:

United States District Court for the Northern District of California
450 Golden Gate Avenue, 16th Floor
San Francisco, CA 94102

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