

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: March 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: March 18, 2022	You may object to the terms of the Settlement Agreement and have your objections heard at the April 15, 2022 Final Fairness Hearing.

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

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MortgageProcessingFeeSettlement.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.MortgageProcessingFeeSettlement.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.

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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.MortgageProcessingFeeSettlement.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 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

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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 21, 2022. The Fee and Service Award Application and all supporting papers will be available for your review on the settlement website at www.MortgageProcessingFeeSettlement.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 Final Fairness Hearing on **April 15, 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 21, 2022. The Fee and Service Award Application and all supporting papers will be available for your review on the settlement website at www.MortgageProcessingFeeSettlement.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 borrowers(s) seeking exclusion, as well as language clearly indicating a request for exclusion, such as “I wish to be excluded from the Settlement in *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.MortgageProcessingFeeSettlement.com.

You must mail your request for exclusion by no later than **March 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.MortgageProcessingFeeSettlement.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 **March 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 **March 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.MortgageProcessingFeeSettlement.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 **April 15, 2022** at 9:00 a.m. at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate

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

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 Final 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 FINAL FAIRNESS 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 Fairness 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 **March 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.MortgageProcessingFeeSettlement.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.MortgageProcessingFeeSettlement.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.