

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GREGORY FRANKLIN,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

Case No. 3:18-CV-03333-SI

**DECLARATION OF AMY LECHNER REGARDING
NOTICE AND CLAIMS ADMINISTRATION**

I, Amy Lechner, declare as follows:

1. I am employed as a Project Director by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our corporate office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5653. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself. I have personal knowledge of the information set forth herein.

2. Simpluris is a class action administrator located in Costa Mesa, California. Established in 2007, Simpluris has administered over 6,000 cases nationwide, with class sizes ranging from a few hundred to over one million class members. Representative cases include: *Myart v. AutoZone, Inc.* and *Aceves v. Autozone, Inc.* (US District Court, CA Central Division) (208,050 class members), *Diaz v. SeaWorld* (Superior Court of the State of California) (1,281,123 class members), and *Woods v. Vector Marketing* (US District Court, Northern District of California) (194,500 class members).

3. Simpluris was approved by Counsel for both Parties and appointed by the Court in the Preliminary Approval Order entered on March 9, 2022, to provide settlement

administration services in this settlement. In this capacity, Simpluris was charged with the following:

- a. Establishing and maintaining a settlement-specific website (www.FranklinRecordingSettlement.com);
- b. Establishing and maintaining a settlement-specific toll-free phone number (1-888-406-0010), offering the opportunity to listen to frequently-asked questions, or to speak with a representative;
- c. Establishing a P.O. Box to receive undeliverable Notices, paper Claim Forms, requests for exclusion, objections to the proposed settlement, and any other correspondence submitted by Settlement Class members;
- d. Mailing a Notice and Claim Form to known Settlement Class members;
- e. Receiving and processing Settlement Class members' requests for exclusion from the proposed settlement and objections to the proposed settlement;
- f. Receiving, processing, and validating Settlement Class members' Claim Forms, whether submitted online or by mail;
- g. Processing and issuing payments via check to eligible Settlement Class members, and sending payments to the Class Representative and Settlement Class Counsel;
- h. Providing counsel for the Parties with weekly status reports; and
- i. Other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

MAILED NOTICE

4. Pursuant to the Preliminary Approval Order, Simpluris formatted the Class Notice sent by mail. The Website Notice and Online Claim Form were formatted to be made available on the Settlement website. Attached hereto as **Exhibits A through C** are the Class

Notice and Claim Form, the Website Notice in English and Spanish, and the Online Claim Form in English and Spanish, respectively.

5. The Notices advised Settlement Class members of their right to make a claim, request exclusion from the settlement, object to the settlement, do nothing, or attend the fairness hearing and the implications of each such action. The Notices advised Settlement Class members of applicable deadlines and other events, including the Fairness Hearing, and how Settlement Class members could obtain additional information.

6. On March 10, 2022, Counsel for Defendant provided Simpluris with a list containing 35,256 known Settlement Class members' names, last known addresses and phone numbers. Defendant also provided a list of 37,031 phone numbers at issue to validate claims. The list was loaded to a Settlement-specific database.

7. On April 15, 2022, Simpluris deduplicated 82 records and mailed a Class Notice to the 35,174 known Settlement Class members in the list.

PUBLICATION NOTICE

8. To supplement the mailed Notice, Simpluris designed a paid media program intended to reach at least 70% of the estimated Settlement Class. The program included the publication advertising described below, which provided Settlement Class members with additional notice and online Claim Form filing opportunities.

9. An abbreviated Notice of Class Action appeared in "USA Today" for a one day run on April 14, 2022, and included the URL of the Settlement Website, where Settlement Class members could review information about the case, the settlement, and file a claim online. Attached hereto as **Exhibit D** is the "USA Today" print publication proof.

WEBSITE

11. Simpluris prepared and maintains a Settlement website, www.FranklinRecordingSettlement.com, that includes important dates and deadlines, and Settlement-related documents, such as the Settlement Agreement. An online Claim Form module was also active during the Claim Period. The website has been available to the public

since April 4, 2022. As of the date of this declaration, the website has been visited by 4,369 unique visitors with 11,238 page views.

12. Simpluris added Plaintiff's Motion For Attorneys' Fees, Costs and Service Award, and all supporting documents, to the Settlement website on May 25, 2022.

TELEPHONE NUMBER

13. A toll-free telephone number was included in the Notice and on the Settlement website for the purpose of allowing the Settlement Class members to make inquiries regarding the Settlement. The phone system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours. The toll-free telephone number included in both forms of the Notice is (888) 406-0010. This number is active and has been available to the public since April 14, 2022.

REQUESTS FOR EXCLUSION AND OBJECTIONS

13. The postmark deadline for Settlement Class members to submit a request for exclusion from the proposed settlement or object to the proposed settlement was June 24, 2022.

14. As of today's date, Simpluris has received zero (0) requests for exclusion from the proposed settlement and zero (0) objections to the proposed Settlement from Settlement Class members.

CLAIM FORMS RECEIVED AND PROCESSED

15. As of today's date, Simpluris has received a total of 5,123 Claim Forms, 1,478 of which were received by mail and 3,666 through the website claims portal.

16. Of the 5,123 Claim Forms received, forty-nine (49) Claim Forms were postmarked after the June 14, 2022 deadline and were therefore late. Of the remaining 5,074 timely Claim Forms, 1,448 have been determined to be ineligible for the following reasons:

- a. 1,445 Claim Forms were missing required information and identified as "deficient";
- b. 2 Claim Forms were illegible;

c. 1 Claim Form was blank.

17. Claims identified as deficient had a letter sent to the Class Member providing instructions on how to cure the deficiency and a deadline of 15 days to respond. Of the 1,445 deficient Claim Forms, 288 have been cured. There are now 1,212 deficient claims remaining that will be invalidated.

18. Processing of Claim Forms received before the Claims deadline of June 24, 2022 is complete. Deficiency cure processing is ongoing with approximately 30 cure submissions remaining for processing and potential claims validation. As of July 21, 2022, of the 5,123 Claim Forms received, 3,518 have been deemed timely and valid, and are therefore eligible for payments.

SETTLEMENT FUND AND ESTIMATED AWARDS

19. The Net Settlement Fund available to pay Benefit Amounts to Settlement Class members is estimated to be \$949,207.89. The net fund was calculated by reducing the maximum funding amount of \$1,500,000.00 by the total proposed attorneys' fees and costs (\$499,995.00), the proposed incentive payment to the Settlement Class Representative (\$3,000.00), and the total Administrative costs (\$47,797.11).

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration is \$47,797.11. Attached hereto as **Exhibit E** is a copy of Simpluris' original bid.

I declare under penalty of perjury that the above is true and correct and that this Declaration was executed this 22th day of July, 2022, in Philadelphia, PA.

By: Amy Lechner
AMY LECHNER

EXHIBIT A

A settlement has been proposed in this lawsuit pending in the U.S. District Court for the Northern District of California ("Court").

Plaintiff in this case claims that Ocwen Loan Servicing, LLC ("Ocwen"), violated the California Invasion of Privacy Act by calling cell phones and recording those calls without consent from the recipients of those calls. Ocwen denies it did anything wrong.

Who Is Included? You may be a "Settlement Class Member" if you received a call from Ocwen on your cell phone between November 1, 2015 and November 30, 2015, inclusive, and were not advised at the outset of the call that it may be recorded. If you received this notice, Ocwen's records suggest that you are very likely a Settlement Class Member.

You might get a payment from this Settlement.

Summary of the Settlement: Ocwen agreed to establish a Settlement Fund of \$1,500,000 to pay Settlement Class Members who make valid and timely claims; pay any service award to the Class Representative; pay attorneys' fees and costs to Class Counsel; and pay settlement notice and administration costs. Any remaining monies from uncashed settlement checks may be redistributed or paid to one or more non-profits. This is a summary notice only; additional details of the Settlement can be found at www.FranklinRecordingSettlement.com or by calling (888) 406-0010.

Can I Get Money from the Settlement? Yes, each Settlement Class Member who submits a valid and timely Claim Form will receive a cash award, the amount of which depends on how many people make approved claims.

How Do I Make A Settlement Claim? To make a claim 1) fill out, sign, and mail this claim form back; 2) submit a claim online at www.FranklinRecordingSettlement.com; OR 3) print and complete the form from the Settlement Website and mail to the address below.

Do I Have a Lawyer? Yes. The Court appointed Kazerouni Law Group, APC, as Class Counsel. The lawyers will be paid from the Settlement Fund. You may enter an appearance in the case through your own attorney if you so desire.

What Should I Do? Settlement Class Members have four options: (1) **Submit a Claim** to the Administrator for a share of the Settlement Fund by June 14, 2022. If the Settlement is approved, you will not have the right to sue separately for damages of \$5,000. (2) **Remain a Settlement Class Member but object** to the Settlement. Instructions for objecting are available at www.FranklinRecordingSettlement.com. Objections must be mailed to the Clerk of the Court, or filed in person, by June 24, 2022. You may choose to pay for and be represented by a lawyer who may send the objection for you. (3) **Exclude yourself** from the Settlement by mailing a request to the Administrator (not the Court). Excluding yourself means that you will not receive any money from this Settlement but you will keep the right to sue Ocwen for the claims at issue. You must provide in writing your name and address and state that you want to be excluded from this Settlement. You must personally sign the request for exclusion and have it postmarked no later than June 24, 2022. (4) **Do Nothing:** If you do nothing, you will remain part of the Class and will release your claims against the Released Parties, but you will not receive any money from this Settlement.

Scheduled Hearing: The judge scheduled a hearing for August 26, 2022, at 10:00 a.m., in Courtroom 1 of the U.S. District Court, Northern District of California San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, regarding whether to give final approval to the Settlement, including the amounts of any attorneys' fees, costs, and class representative awards. The hearing may be changed without further notice. **It is not necessary for you to appear at this hearing, but you may attend at your own expense.**

For more information: Visit: www.FranklinRecordingSettlement.com; Call: (888) 406-0010; or write to: FRANKLIN SETTLEMENT PO Box 25414, Santa Ana, CA 92799.

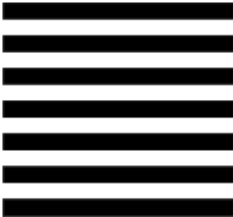


NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

FRANKLIN SETTLEMENT
PO Box 25414
Santa Ana, CA 92799



FRANKLIN SETTLEMENT
PO Box 25414
Santa Ana, CA 92799

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
SIMPLURIS INC

LEGAL NOTICE

YOU MAY BE A "SETTLEMENT CLASS MEMBER" IF YOU RECEIVED A CALL FROM OCWEN ON YOUR CELL PHONE BETWEEN NOVEMBER 1, 2015 AND NOVEMBER 30, 2015, INCLUSIVE, AND WERE NOT ADVISED AT THE OUTSET OF THE CALL THAT IT MAY BE RECORDED. IF YOU RECEIVED THIS NOTICE, OCWEN'S RECORDS SUGGEST THAT YOU ARE VERY LIKELY A SETTLEMENT CLASS MEMBER.

COMPLETE AND RETURN THE ENCLOSED FORM BY JUNE 14, 2022 TO RECEIVE A CASH AWARD.

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_Encoded_128867»

«City», «State» «Zip»-«ZipDPC3»

CLAIM FORM

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID: «SIMID»
Last Name: «LastName»

Full Name:

Address:

City: State Zip Zip-4 (Optional):

Email Address (optional): Cell Phone Number at which You Received the Call:
() -

Your cell phone number must be listed in our records as one of the phone numbers that was called by Ocwen during the Class Period. If you are not certain which of your cell phone numbers may have been called, you may submit each of them separately, although each Claimant will be entitled to only one recovery.

CERTIFICATION

I certify that during the Class Period of November 1, 2015 through November 30, 2015, inclusive, I received a call from Ocwen on the above cell phone number and did not receive an advisement at the outset of the call that it may be recorded.

Signature: _____

_____ This process takes time; please be patient.

**You may also submit your claim online at www.FranklinRecordingSettlement.com
Para ver este aviso en español, visite www.FranklinRecordingSettlement.com**

For more information, visit www.FranklinRecordingSettlement.com

EXHIBIT B

If you received a **call on a cell phone from Ocwen Loan Servicing, LLC between November 1, 2015 and November 30, 2015, inclusive, and did not consent to have that call being recorded, you may be entitled to benefits under a class action settlement.**

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

- A consumer ("Class Representative") brought a lawsuit alleging that Ocwen Loan Servicing, LLC ("Ocwen" or "Defendant"), violated the California Invasion of Privacy Act ("CIPA"), § 632.7(a), by recording its outgoing calls to his cell phone without his consent.
- A settlement has been reached in this case, which affects certain individuals who were called on their cell phones by Ocwen between November 1, 2015 and November 30, 2015, inclusive ("Class Period") and who did not consent to have the call(s) with Ocwen audio recorded.
- The settlement, if approved, will provide a \$1,500,000.00 fund from which eligible persons who file valid and timely claims will receive cash awards ("Settlement Fund").
- You are in the "Class" if you were called on a cell phone by Ocwen during the Settlement Class Period and did not receive an advisement at the outset of the call that it may be recorded. Under California law, you may be deemed to have consented to the audio recording of a call to your cell phone if you received an advisement at the outset of the call that the call may be recorded.
- In addition to paying cash settlement checks to Settlement Class Members, the Settlement Fund will be used to pay attorneys' fees and costs to attorneys representing the Class Representative and the Class (the "Class Counsel"), any service award to the Class Representative, the reasonable costs of notice and administration of the settlement, and a possible charitable contribution to one or more charities if there are funds remaining from uncashed settlement checks.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**
- **En el sitio web, www.FranklinRecordingSettlement.com, hay una notificación completa del acuerdo en Español. Para un operador telefónico de habla Español, llame al (888) 406-0010.**

Your Legal Rights and Options in this Settlement

Submit a Claim Form	This is the only way to get a cash payment. You can submit a valid and timely Claim Form online at www.FranklinRecordingSettlement.com or by mail to Franklin Settlement, PO Box 25414, Santa Ana, CA 92799 by June 14, 2022. If you fail to submit a claim, you will not receive a settlement payment.
Do Nothing	Get no payment. Give up any rights to sue Ocwen or anyone else separately regarding the legal claims in this case.
Exclude Yourself or "Opt Out" of the Settlement	Get no payment. If you exclude yourself by June 24, 2022, you will not waive any rights you may have against Ocwen or anyone else with respect to the legal claims in this case.
Object	Write to the Court about why you believe the Settlement is unfair. Even if you file a valid and timely objection by June 24, 2022, you can still submit a Claim Form to receive a payment.
Go to a Hearing	Ask to speak in Court at the hearing on August 26, 2022, at 10:00 a.m., about the fairness of the Settlement if you file a valid and timely objection.

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

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BASIC INFORMATION

1. Why is there a notice?

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

If you received a Notice in the mail, it is because Ocwen’s records indicate you may have received one or more calls to your cell phone from Ocwen between November 1, 2015 and November 30, 2015, inclusive.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Franklin v. Ocwen Loan Servicing, LLC*, Case No. 3:18-CV-03333-SI (N.D. Cal.). The proposed Settlement would resolve all claims in this case for the Settlement Class Members. The person who sued is called the “Plaintiff” or “Class Representative,” and the company sued, Ocwen Loan Servicing, LLC, is referred to herein as “Ocwen” or the “Defendant.”

2. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. A representative plaintiff, also known as the “Class Representative,” asserts claims on behalf of the entire Class.

The Class Representative filed this Action alleging that Ocwen violated § 632.7(a) of the California Invasion of Privacy Act (“CIPA”) by calling cell phones and audio recording the call(s) with the recipients without their knowledge or consent.

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

3. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT?**4. How do I know if I am part of the Settlement**

The Court has preliminarily certified a class action for settlement purposes only. You are in the Class if you are a person whom Ocwen called on a cell phone between November 1, 2015 and November 30, 2015, inclusive, and you did not receive an advisement at the outset of the call that it may be recorded.

Excluded from the Class are (i) individuals who are or were during the Class Period officers or directors of Defendant in the Litigation or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can call (888) 406-0010 or visit www.FranklinRecordingSettlement.com for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET**5. What does the Settlement provide?**

Ocwen has agreed to pay a total settlement amount of \$1,500,000.00, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely Claim Form, pay Class Counsel's attorneys' fees and costs, pay a service award to the Class Representative, and pay costs and expenses of settlement administration, as approved by Court.

It is estimated that if ten percent of the approximately 37,031 Settlement Class Members submit a Claim Form, then each Claimant would receive approximately \$256.32 as a cash payment; however, this is only an estimate. As the number of valid claims received increases, the amount of each Claimant's recovery will decrease accordingly. The actual amount of each Settlement Class Member's settlement check depends on how many timely and valid Claim Forms are received and the amounts awarded to Class Counsel for attorneys' fees and costs, a service award to the Class Representative, and costs and expenses of settlement administration. Here, Class Counsel will seek up to one-third of the Settlement Fund as payment for attorneys' fees and costs (i.e., \$500,000), and up to \$3,000 from the Settlement Fund as a service award to the Class Representative for his efforts in bring this lawsuit and representing the interests of the Settlement Class Members.

Any remaining monies from uncashed Settlement checks may be redistributed in further distributions to Settlement Class Members who submitted valid and timely claims and cashed Settlement checks. However, if a further distribution would be administratively infeasible (e.g., less than \$1 per qualifying Claimant), the remaining monies will instead be donated to one or more *cy pres* recipients. Plaintiff has proposed that such money be donated in equal shares to: i) the National Consumer Law Center; and ii) New Media Rights.

HOW YOU GET A PAYMENT**6. How and when can I get a payment?**

Each Settlement Class Member who submits a valid and timely Claim Form by **June 14, 2022**, will receive a cash payment from the Settlement Fund. The final cash payment amount will depend on the total number of valid and timely claims filed by all Settlement Class Members. Eligible Settlement Class Members may make only one claim, regardless of the number of unique cell phone numbers called by Ocwen during the Class Period.

Claims may be submitted electronically via the Settlement Website, www.FranklinRecordingSettlement.com, or by mail to:

Franklin Settlement, PO Box 25414, Santa Ana, CA 92799

The Court will hold a fairness hearing on **August 26, 2022, at 10:00 a.m.**, to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. Whether the appeals, if any, can be resolved is uncertain, and resolving them can take time, perhaps more than a year. Please be patient.

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

If you are a Settlement Class Member, unless you exclude yourself, you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Ocwen or anyone else having to do with recordings of calls to a cell phone made by Ocwen between November 1, 2015 and November 30, 2015, inclusive, and all of the decisions and judgments by the Court will bind you.

The Court has determined that Section 632.7(a) of CIPA provides for damages of \$5,000 for any individual whose call(s) on a cordless or cell phone is intentionally recorded without that individual's knowledge or consent, prior to January 1, 2017. However, Ocwen has denied that it made any illegal recordings of calls to any cell phones or did not advise call recipients that the calls may be recorded, and in any future lawsuit it will have a full range of potential defenses, including that it had consent to make those recordings. In addition, CIPA does not provide for attorneys' fees to a prevailing individual plaintiff. This Settlement permits Settlement Class Members the opportunity to obtain a smaller amount of money, risk-free, as a compromise.

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

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

Released Claims. Upon Final Approval, Releasing Persons, including Plaintiff and each Settlement Class Member who does not submit a Request for Exclusion, shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that accrued to each Releasing Person during the Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, that were alleged in the Litigation, or that relate to, concern, arise from, or pertain in any way to Defendant's or any of its agents' or any of its Affiliates' audio recording of telephone calls to a cellular telephone. This Agreement is expressly conditioned upon the Judgment entered in connection with this Litigation containing a provision permanently barring and enjoining all Settlement Class Members who do not submit a timely and valid Request for Exclusion (including Settlement Class Members who never received actual notice of the Settlement and who did not have actual knowledge of the Settlement) from filing, commencing, prosecuting, maintaining (including claims or actions already brought), intervening in, or participating in (as Settlement Class Members, individuals or otherwise) any action in any jurisdiction against any Released Party based on, arising from, or relating to any Released Claim accruing on or before the close of the Class Period. The proposed Settlement will become null and void and Plaintiff and Defendant will be restored to their positions as of November 17, 2021, if the Court does not approve this condition barring Settlement Class Members who do not submit a timely and valid Request for Exclusion from bringing or maintaining claims.

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Franklin v. Ocwen Loan Servicing, LLC*, Case No. 3:18-CV-03333-SI (N.D. Cal.). Be sure to include your full name, address, and the cell phone number(s) at which you were called by Ocwen. You must also include a statement that you wish to be excluded from the Settlement and personally sign the statement. **You must mail your exclusion request postmarked no later than June 24, 2022**, to:

Franklin Settlement, PO Box 25414, Santa Ana, CA 92799

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

THE LAWYERS REPRESENTING YOU**9. Do I have a lawyer in this case?**

The Court appointed the law firm of Kazerouni Law Group, APC, to represent you and other Class Members. Those attorneys at this law firm are called Class Counsel.

Abbas Kazerounian Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626 Email: ak@kazlg.com Phone: 800-400-6808	Jason A. Ibey Kazerouni Law Group, APC 321 N Mall Drive, Suite R108 St. George, UT 84790 Email: jason@kazlg.com Phone: 800-400-6808	Ryan L. McBride Kazerouni Law Group, APC 4455 E. Camelback Road, Suite C250 Phoenix, AZ 85018 Email: ryan@kazlg.com Phone: 800-400-6808
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You will not be charged separately for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

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

Class Counsel will ask the Court to approve payment to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus costs. Class Counsel will also request an award to the Class Representative as compensation for his time and effort in representing the Settlement Class Members. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund (as described in Section 5) and as may be approved by the Court.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, or any part of the Settlement, for example if you do not think the Settlement is fair. You can'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. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must mail a written statement to the Clerk of the Clerk (which will be scanned by the Clerk and added to the Court's electronic case docket) saying that you object to the proposed Settlement in *Franklin v. Ocwen Loan Servicing, LLC*, Case No. 3:18-CV-03333-SI (N.D. Cal.), or in the alternative, file the written objection in person. Be sure to include your full name, the cellular telephone number(s) Ocwen called you on, the reasons you object to the Settlement, and whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel. All objections shall identify any lawyer that represents you as to your objection and provide that lawyer's address and telephone number, but you do not have to have a lawyer. Any documents that you wish for the Court to consider must also be attached to the objection. **Your objection to the Settlement must be postmarked or filed in person no later than June 24, 2022.**

Objections sent by mail must be mailed to the Clerk of the Court to the following address, postmarked on or before **June 24, 2022**:

Phillip Burton Federal Building
& United States Courthouse
Attn: Class Action Clerk's Office (Case No. 3:18-CV-03333-SI)
450 Golden Gate Avenue, 16th Floor
San Francisco, CA 94102

Alternatively, you may file the written objection in person at any location of the United States District Court for the Northern District of California by **June 24, 2022**. (For court locations, please visit www.cand.uscourts.gov/about.)

THE FINAL APPROVAL HEARING**12. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a fairness hearing to decide whether to give final approve to the proposed Settlement. This Final Approval Hearing will be held at **10:00 a.m. on August 26, 2022**, at the United States District Court for the Northern District of California, U.S. District Court, Northern District of California San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, in Courtroom 1. The hearing may be moved to a different date or time without additional notice or conducted virtually, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair,

reasonable, and adequate, and whether to award attorneys' fees, expenses, and incentive awards to the Class Representative as described above, and in what amounts. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. You do not have to come to this hearing, but you may attend at your own expense. However, any Settlement Class Member who fails to object to the Settlement in the manner described in Section 11 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Final Approval Hearing in *Franklin v. Ocwen Loan Servicing, LLC*, Case No. 3:18-CV-03333-SI (N.D. Cal.). Be sure to include your full name, address, and telephone number, as well as copies of any papers, exhibits or other evidence that you intend to present to the Court. Your notice of intention to appear must be filed no later than June 24, 2022. Copies of your notice of intent to appear must also be sent to the attorneys for the Plaintiff and Class and to the attorneys for Defendant at the addresses provided above. You cannot speak at the hearing if you exclude yourself from the Settlement or do not file a timely notice of intent to appear at the hearing.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Administrator toll-free at (888) 406-0010, writing to: Franklin Settlement, PO Box 25414, Santa Ana, CA 92799; or visiting the website at www.FranklinRecordingSettlement.com, where you will also find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. Additionally, you may view Court records 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, located at 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

En el sitio web, www.FranklinRecordingSettlement.com, hay una notificación completa del acuerdo en Español.

Si recibió una **llamada por teléfono celular de Ocwen Loan Servicing, LLC** entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive, y no brindó su consentimiento para que dicha llamada se grabe, **puede que tenga derecho a beneficios en virtud de un acuerdo de acción de clase.**

Una corte federal autorizó la presente notificación. No es una petición de un abogado.

- Un usuario, (“Representante de la Clase”), inició un juicio afirmando que Ocwen Loan Servicing, LLC (“Ocwen” o “Demandado”) violó el artículo 632.7(a) de la Ley de Invasión de la Privacidad de California (“CIPA”) al grabar sus llamadas salientes en su teléfono celular sin su consentimiento.
- Se llegó a un acuerdo en este caso que afecta a ciertas personas que recibieron llamadas de Ocwen en sus teléfonos celulares, entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive, (“Período de la Clase”) y que no brindaron su consentimiento para que Ocwen grabe su(s) llamada(s).
- El acuerdo, si se homologa, proporcionará un fondo de \$1,500,000.00 del que las personas elegibles que presenten reclamos válidos y oportunos, recibirán pagos en efectivo (“Fondo del Acuerdo”).
- Usted forma parte de la “Clase” si recibió un llamado en un teléfono celular por parte de Ocwen durante el Período de la Clase del Acuerdo y no recibió un aviso al principio de la llamada que indicara que podía ser grabada. En virtud de la ley de California, se puede considerar que usted ha consentido la grabación de audio de una llamada a su teléfono celular si recibió un aviso al inicio de la llamada que indicara que podía ser grabada.
- Además de pagar cheques del acuerdo en efectivo a los Miembros de la Clase del Acuerdo, el Fondo del Acuerdo se utilizará para pagar los honorarios y costos de los abogados que representan al Representante de la Clase y a la Clase (el “Abogado de la Clase”), todo pago por el servicio al Representante de la Clase, los costos de notificación y administración del acuerdo razonables y una posible contribución benéfica a una o más organizaciones benéficas si hay fondos restantes de cheques del acuerdo no cobrados.
- **Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta notificación.**
- **En el sitio web, www.FranklinRecordingSettlement.com, hay una notificación completa del acuerdo en Español. Para un operador telefónico de habla Español, llame al (888) 406-0010.**

Sus derechos y opciones legales en este Acuerdo

Enviar un Formulario de Demanda	Esta es la única manera de obtener un pago en efectivo. Puede presentar un Formulario de Demanda válido y de forma oportuna en www.FranklinRecordingSettlement.com o por correo electrónico a Franklin Settlement, PO Box 25414, Santa Ana, CA 92799 antes del 14 de junio del 2022. Si usted no presenta un formulario de demanda, no recibirá ningún pago del acuerdo.
No Hacer Nada	No obtendrá ningún pago. Renunciará a todo derecho a demandar a Ocwen o a cualquier otra persona por los reclamos legales en este caso.
Excluirse o “no participar” en el Acuerdo	No obtendrá ningún pago. Si se excluye antes del 24 de junio del 2022, no renunciará a ningún derecho que pueda tener contra Ocwen u otra persona relacionada con los reclamos legales en este caso.
Oponerse	Expresa por escrito a la Corte por qué cree que el Acuerdo es injusto. Incluso si presenta una oposición válida y de forma oportuna antes del 24 de junio del 2022, igualmente puede presentar un Formulario de Demanda para recibir un pago.
Ir a una Audiencia	Solicite hablar en la Corte en la audiencia del 26 de agosto del 2022 a las 10:00 a.m., sobre la equidad del Acuerdo si presenta una oposición válida y de forma oportuna.

Estos derechos y opciones, **así como los plazos para ejercerlos**, se explican en esta notificación. La Corte a cargo de este caso aún debe decidir si homologará el Acuerdo. Los pagos se realizarán sobre los reclamos válidos y oportunos si la Corte homologa el Acuerdo y después de que se resuelva cualquier apelación. Por favor, sea paciente.

INFORMACIÓN BÁSICA**1. ¿Por qué hay una notificación?****2. ¿De qué se trata este juicio de acción de clase?****3. ¿Por qué hay un acuerdo?**¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?**4. ¿Cómo sé si soy parte del Acuerdo?**LOS BENEFICIOS DEL ACUERDO – QUÉ OBTIENE USTED**5. ¿Qué proporciona el Acuerdo?**CÓMO PUEDE RECIBIR UN PAGO**6. ¿Cómo y cuándo puedo recibir un pago?****7. ¿A qué renuncio para recibir un pago o permanecer en la Clase?**EXCLUIRSE DEL ACUERDO**8. ¿Cómo me excluyo del Acuerdo?**LOS ABOGADOS QUE LO REPRESENTAN**9. ¿Tengo un abogado en este caso?****10. ¿Cómo se les pagará a los abogados y al Representante de la Clase?**OPONERSE AL ACUERDO**11. ¿Cómo le digo a la Corte que no creo que el Acuerdo sea justo?**LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA**12. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?****13. ¿Puedo hablar en la audiencia?**SI NO HACE NADA**14. ¿Qué sucede si no hago absolutamente nada?**OBTENER MÁS INFORMACIÓN**15. ¿Cómo obtengo información adicional?****INFORMACIÓN BÁSICA****1. ¿Por qué hay una notificación?**

Una corte autorizó esta Notificación porque tiene derecho a saber acerca del acuerdo propuesto en este juicio de acción de clase y acerca de todas sus opciones, con anterioridad a que la Corte decida si homologará el Acuerdo. Si la Corte homologa el Acuerdo, y después de que se resuelva toda oposición y apelación, un administrador nombrado por la Corte efectuará los pagos que el Acuerdo permita. Es importante que lea con atención esta Notificación, ya que sus derechos se verán afectados por este Acuerdo.

Si recibió una Notificación por correo, se debe a que los registros de Ocwen indican que puede haber recibido una o más de una llamada a su teléfono celular por parte de Ocwen, entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive.

La Corte a cargo del caso es la Corte Federal de Primera Instancia para el Distrito Norte de California y el caso es conocido como *Franklin v. Ocwen Loan Servicing, LLC*, Caso No. 3:18-CV-03333-SI (N.D. Cal.). El Acuerdo propuesto resolverá todos los reclamos en este caso para los Miembros de la Clase del Acuerdo. La persona que demandó se denomina "Demandante" o "Representante de la Clase", y la compañía demandada, Ocwen Loan Servicing, LLC, se denomina en el presente como "Ocwen" o el "Demandado".

2. ¿De qué se trata este juicio de acción de clase?

Una acción de clase es un juicio en el que los reclamos y derechos de varias personas se resuelven en un único proceso judicial. Un demandante representante, también conocido como "Representante de la Clase", sostiene reclamos en representación de todos los miembros de la Clase.

El Representante de la Clase inició esta Acción y afirmó que Ocwen infringió el artículo 632.7(a) de la Ley de Invasión de la Privacidad de California ("CIPA") al hacer llamadas telefónicas y grabar el audio de la(s) llamada(s) con los destinatarios sin su conocimiento ni consentimiento.

Ocwen niega haber hecho algo malo o que este caso sea apropiado para ser tratado como una acción de clase.

3. ¿Por qué hay un acuerdo?

La Corte no tomó una decisión a favor del Representante de la Clase ni del Demandado. Ambas partes acordaron llegar a un acuerdo en lugar de ir a juicio. De esta manera, evitan el costo de un juicio, y las personas afectadas obtendrán una compensación. El Representante de la Clase y sus abogados consideran que este Acuerdo es lo mejor para todos los Miembros de la Clase.

¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

4. ¿Cómo sé si soy parte del Acuerdo?

La Corte certificó de forma preliminar una acción de clase únicamente a los efectos del acuerdo. Usted es parte de la Clase si usted es una persona a quien Ocwen llamó por teléfono celular entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive, y no recibió un aviso al inicio de la llamada que indicara que podía ser grabada.

Las personas excluidas de la Clase son (i) aquellas que son o fueron funcionarios o directores del Demandado en el Litigio o cualquiera de sus respectivos Afiliados durante el Período de la Clase; (ii) el Juez de Primera Instancia y todo Juez de instancia inferior asignado al caso, sus cónyuges y las personas que estén dentro del tercer grado de parentesco con cualquiera de ellos, o los cónyuges de dichas personas; y (iii) todas las personas que solicitan ser excluidas de la Clase de forma oportuna y adecuada.

Si tiene preguntas sobre si usted es un Miembro de la Clase del Acuerdo o todavía no está seguro si está incluido, puede comunicarse al (888) 406-0010 o visitar www.FranklinRecordingSettlement.com para obtener más información.

LOS BENEFICIOS DEL ACUERDO – QUÉ OBTIENE USTED

5. ¿Qué proporciona el Acuerdo?

Ocwen aceptó pagar un importe total del acuerdo por \$1,500,000.00, el cual se utilizará para crear un Fondo del Acuerdo para pagar los pagos en efectivo a los Miembros de la Clase del Acuerdo que presenten un Formulario de Demanda válido y de forma oportuna, los honorarios y costos de los abogados del Abogado de la Clase, un aumento en el pago al Representante de la Clase y los costos y gastos por la administración del acuerdo, según lo apruebe la Corte.

Se estima que, si el diez por ciento de los aproximadamente 37,031 Miembros de la Clase del Acuerdo presenta un Formulario de Demanda, entonces cada Demandante recibiría aproximadamente \$256.32 como pago en efectivo; no obstante, es solo una estimación. A medida que aumente la cantidad de reclamos válidos recibidos, el importe del cobro de cada Demandante disminuirá en consecuencia. El importe real del cheque del acuerdo de cada Miembro de la Clase del Acuerdo depende de cuántos Formularios de Demanda válidos y presentados de forma oportuna se reciben y los importes otorgados por honorarios y costos de abogados al Abogado de la Clase, el aumento en el pago al Representante de la Clase y los costos y gastos por la administración del acuerdo. En el presente, el Abogado de la Clase solicitará hasta un tercio del Fondo del Acuerdo como pago por los honorarios y costas y honorarios de los abogados (es decir, \$500,000) y hasta \$3,000 del Fondo del Acuerdo como un aumento en el pago al Representante de la Clase por sus esfuerzos al iniciar este juicio y representar los intereses de los Miembros de la Clase del Acuerdo.

Todo dinero restante de los cheques del acuerdo no cobrados podrán redistribuirse a los Miembros de la Clase del Acuerdo que presenten reclamos válidos y de forma oportuna y hayan cobrado los cheques del Acuerdo. No obstante, si una nueva distribución fuera administrativamente inviable (por ejemplo, menos de \$1 por Demandante que califique), el dinero restante será donado a una o más destinatarios *cy pres*. El Demandante ha propuesto que dicho dinero se done en partes iguales a: i) el National Consumer Law Center; y ii) New Media Rights.

CÓMO PUEDE RECIBIR UN PAGO

6. ¿Cómo y cuándo puedo recibir un pago?

Cada Miembro de la Clase del Acuerdo que presente un Formulario de Demanda válido y de forma oportuna antes del **14 de julio del 2022**, recibirá un pago en efectivo del Fondo del Acuerdo. El importe del pago en efectivo definitivo dependerá de la cantidad total de reclamos válidos que los Miembros de la Clase del Acuerdo presenten de forma oportuna. Los Miembros de la Clase del Acuerdo elegibles pueden realizar solo un reclamo, independientemente de la cantidad de números de teléfono de celular únicos a los que Ocwen llamó durante el Período de la Clase.

Los reclamos pueden presentarse de forma electrónica a través del sitio web del Acuerdo, www.FranklinRecordingSettlement.com, o por correo electrónico a:

Franklin Settlement, PO Box 25414, Santa Ana, CA 92799

La Corte celebrará una audiencia el **26 de agosto del 2022 a las 10:00 a. m.** para decidir si homologará Acuerdo. Si se homologa el Acuerdo, puede que continúen las apelaciones. Si bien es incierto si apelaciones pueden ser resueltas, si las hay, y resolverlas lleva tiempo, quizá más de un año. Por favor, sea paciente.

7. ¿A qué renuncio para recibir un pago o permanecer en la Clase?

Si es un Miembro de la Clase del Acuerdo, a menos que se excluya, quedará obligado por los reclamos que se exoneran en el Acuerdo. Esto significa que, si se homologa el Acuerdo, no podrá demandar, seguir demandando ni ser parte de ningún otro juicio contra Ocwen o alguna otra persona relacionada con las grabaciones de las llamadas hechas por Ocwen a un teléfono celular entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive, y todas las decisiones y sentencias de la Corte lo vincularán.

La Corte ha determinado que el Artículo 632.7(a) de la CIPA prevé una indemnización por daños de \$5,000 para cualquier persona cuya llamada(s) en un teléfono inalámbrico o celular sea grabada intencionadamente sin el conocimiento ni consentimiento de la persona, antes del 1 de enero del 2017. No obstante, Ocwen ha negado haber grabado ilegalmente las llamadas hechas a todo teléfono celular o no haber avisado a los receptores de las llamadas de que estas podían ser grabadas y, en cualquier juicio futuro, tendrá una gama completa de defensas potenciales, incluso que tenía el consentimiento para hacer esas grabaciones. Además, la CIPA no prevé los honorarios de los abogados para un demandante individual que prevalezca. Este Acuerdo le brinda a los Miembros de la Clase del Acuerdo la oportunidad de obtener una cantidad de dinero inferior, sin riesgo, como compromiso.

Si presenta un Formulario de Demanda por un pago en efectivo o no hace nada, no podrá iniciar su propio juicio sobre los reclamos descritos en la presente Notificación y exonerará a Ocwen de toda responsabilidad por los Reclamos Exonerados definidos a continuación y en el Acuerdo.

Permanecer en la Clase significa que usted, así como cualquiera que reclame a través de usted como herederos, administradores, sucesores a título universal y a título particular, renuncian y libran a todas y cada una de las Partes Exoneradas de cada uno de los Reclamos Exonerados (como se define a continuación).

Reclamos Exonerados. Luego de la Homologación Definitiva, por efecto de la Sentencia, se considerará que las Personas que Exoneran, incluido el Demandante y cada Miembro de la Clase del Acuerdo que no presente una Solicitud de Exclusión, han exonerado, renunciado y liberado a las Partes Exoneradas de forma completa, concluyente, irrevocable, para siempre y finalmente de todos y cada uno de los reclamos, acciones, causas de acción, juicios, deudas, sumas de dinero, pago, obligaciones, cálculos, promesas, daños, intereses, sanciones, honorarios y costos de abogados, gravámenes, sentencias y demandas de cualquier tipo acumuladas por cada Persona que Exonera durante el Período de la Clase, ya sea en un arbitraje, procedimiento administrativo o judicial, ya sea como reclamos individuales o de clase, pasados o presentes, vencidos o aún no vencidos, conocidos o desconocidos, sospechosos o insospechados, sobre la base de una ley, legislación, ordenanza, norma, contrato a nivel federal, estatal o local, el *common law* o cualquier otra fuente, en derecho o según el sistema de *equity*, que fueron afirmados en el Litigio o que se relacionen, conciernan, surjan o pertenezcan de alguna manera a las grabaciones de audio de las llamadas telefónicas a un teléfono celular del Demandado o cualquiera de sus agentes o Filiales. El presente Acuerdo está expresamente condicionado a la Sentencia dictada con relación a este Litigio y contiene una disposición que prohíbe y ordena permanentemente a todos los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (incluidos los Miembros de la Clase del Acuerdo que nunca recibieron una notificación real del Acuerdo y que no tenían conocimiento real del Acuerdo) no presentar, iniciar, procesar, mantener (incluidos los reclamos o acciones que ya se iniciaron), intervenir ni participar en (como Miembros de la Clase del Acuerdo, de forma particular, o de otra forma) ninguna acción en ninguna jurisdicción contra ninguna Parte Exonerada sobre la base de, que surja de, o que se relacione con todo Reclamo Exonerado devengado en el momento del cierre del Período de la Clase o antes. El Acuerdo propuesto será nulo y no tendrá efecto y el Demandante y el Demandado serán restituidos a sus puestos a partir del 17 de noviembre del 2021 si la Corte no homologa esta condición que prohíbe iniciar o mantener reclamos a los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y de forma oportuna.

El Acuerdo (disponible en el sitio web) proporciona más detalles sobre la exoneración y describe los Reclamos Exonerados con descripciones en terminología jurídica necesaria y precisa, por lo que debe leerlas atentamente. Puede hablar con el estudio jurídico que representa a la Clase y que aparece en la Pregunta 9 a continuación de manera gratuita, o bien puede hablar con su propio abogado si tiene preguntas sobre los Reclamos Exonerados o lo que significan.

La exoneración no se aplica a los Miembros de la Clase del Acuerdo que se excluyan en forma oportuna del Acuerdo.

EXCLUIRSE DEL ACUERDO

Si no desea ser recibir un pago de esta Acuerdo y desea mantener el derecho a demandar o continuar demandando a Ocwen, a su exclusivo cargo, por las cuestiones legales de este caso, entonces debe adoptar medidas para excluirse del Acuerdo de forma oportuna.

8. ¿Cómo me excluyo del Acuerdo?

A fin de excluirse del Acuerdo, debe enviar una carta por correo en la que diga que desea ser excluido de *Franklin v. Ocwen Loan Servicing, LLC*, Caso No. 3:18-CV-03333-SI (N.D. Cal.). Asegúrese de incluir su nombre completo, dirección y el/los número(s) de teléfono celular a los que Ocwen llamó. También debe incluir una declaración en la que indique que desea que lo excluyan del

Acuerdo y firmarla personalmente. **Usted debe enviar por correo postal su solicitud de exclusión con sello postal del 24 de junio del 2022, o una fecha anterior**, a la siguiente dirección:

Franklin Settlement, PO Box 25414, Santa Ana, CA 92799

Si solicita ser excluido, no recibirá ningún pago en efectivo del Acuerdo y no podrá oponerse al Acuerdo. Usted no estará obligado legalmente por nada de lo que suceda en este juicio. Podrá demandar (o continuar demandando) a Ocwen en el futuro. Si bien ninguna otra persona puede excluirlo de la Clase, nada le impide obtener la asistencia de otra persona, como un abogado o familiar, en la elaboración o presentación de toda exclusión particular.

LOS ABOGADOS QUE LO REPRESENTAN**9. ¿Tengo un abogado en este caso?**

La Corte nombró al estudio jurídico de Kazerouni Law Group, APC, para representarlo a usted y a otros Miembros de la Clase. Dichos abogados en este estudio jurídico se denominan Abogados de la Clase.

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Correo electrónico: ak@kazlg.com
Teléfono: 800-400-6808

Jason A. Ibey
Kazerouni Law Group, APC
321 N Mall Drive, Suite R108
St. George, UT 84790
Correo electrónico: jason@kazlg.com
Teléfono: 800-400-6808

Ryan L. McBride
Kazerouni Law Group, APC
4455 E. Camelback Road, Suite C250
Phoenix, AZ 85018
Correo electrónico: ryan@kazlg.com
Teléfono: 800-400-6808

No se le cobrará por separado por los servicios de estos abogados. Si desea que lo represente su propio abogado, puede contratar a uno a su propio cargo.

Asimismo, puede comparecer a través de su propio abogado si lo desea, pero no es necesario.

10. ¿Cómo se les pagará a los abogados y al Representante de la Clase?

Los Abogados de la Clase solicitarán a la Corte que apruebe un pago para compensarlos en concepto de honorarios de abogados por investigar los hechos, litigar el caso y negociar el Acuerdo, más los costos. Los Abogados de la Clase también solicitarán un pago para el Representante de la Clase como compensación por su tiempo y esfuerzo empleados en la representación de los Miembros de la Clase del Acuerdo. Estos pagos, junto con los costos de administrar el Acuerdo, se realizarán del Fondo del Acuerdo (como se describe en la Sección 5) y según lo apruebe la Corte.

OPONERSE AL ACUERDO

Puede decirle a la Corte que no está conforme con el Acuerdo o con parte de él.

11. ¿Cómo le digo a la Corte que no creo que el Acuerdo sea justo?

Si usted es un Miembro de la Clase del Acuerdo y no se excluye, puede oponerse al Acuerdo o a cualquier parte del Acuerdo, por ejemplo, si cree que el Acuerdo no es justo. No puede solicitar a la Corte que ordene un acuerdo diferente; la Corte solo puede homologar o rechazar el acuerdo. Si la Corte no otorga la homologación, no se realizarán pagos del acuerdo, y el juicio continuará. Si eso es lo que desea que suceda, debe oponerse. Puede indicar los motivos por los cuales usted piensa que la Corte no debería homologarlo. La Corte tendrá en cuenta su punto de vista. A fin de oponerse, debe enviar por correo una declaración escrita a la Secretaría (la cual será escaneada por el Secretario y agregada al expediente electrónico) en la que diga que se opone al Acuerdo propuesto en *Franklin v. Ocwen Loan Servicing, LLC*, Caso No. 3:18-CV-03333-SI (N.D. Cal.), o de forma alternativa, debe presentar una oposición por escrito personalmente. Asegúrese de incluir su nombre completo, número(s) de teléfono celular a los que Ocwen llamó, los motivos por los que se opone al Acuerdo y si pretende comparecer en la Audiencia de Homologación Definitiva por cuenta propia o a través de su abogado. Todas las oposiciones deberán identificar a todo abogado que lo representa en cuanto a su oposición y proporcionar la dirección y número de teléfono de dicho abogado, pero no es necesario que tenga un abogado. Todo documento que desee que la Corte considere también debe estar adjunto a la oposición. **Su oposición al Acuerdo debe tener sello postal o ser presentada en persona a más tardar el 24 de junio del 2022.**

Las oposiciones enviadas por correo deben ser enviadas por correo al Secretario de la Corte a la siguiente dirección y tener sello postal del **24 de junio del 2022** o una fecha anterior:

Phillip Burton Federal Building
& United States Courthouse
A la atención de: Oficina del Secretario de la Acción de Clase (Caso No. 3:18-CV-03333-SI)
450 Golden Gate Avenue, 16th Floor
San Francisco, CA 94102

De forma alternativa, puede presentar su oposición en persona en cualquier ubicación de la Corte Federal de Primera Instancia de los Estados Unidos para el Distrito Norte de California antes del **24 de junio del 2022**. (Para obtener las ubicaciones de la corte, visite www.cand.uscourts.gov/about.)

LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA**12. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?**

La Corte celebrará una audiencia de homologación para decidir si homologará el Acuerdo propuesto. La Audiencia de Homologación Definitiva se celebrará a las **10:00 a.m. el 26 de agosto del 2022**, en la Corte Federal de Primera Instancia de los Estados Unidos para el Distrito Norte de California, Corte de Primera Instancia de los Estados Unidos, Distrito Norte de California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, en la Sala de la Corte 1. La audiencia puede cambiarse a una fecha u hora diferente sin notificación previa o realizarse de forma virtual, por lo que es una buena idea verificar el sitio web del Acuerdo para ver las actualizaciones. En esta audiencia, la Corte determinará si el Acuerdo es justo, razonable y adecuado y si otorga los honorarios y gastos de los abogados y el aumento en el pago al Representante de la Clase como se describe anteriormente y en qué cantidades. Si hubiese oposiciones, la Corte las considerará. Después de la audiencia, la Corte decidirá si homologa o no el Acuerdo. No sabemos cuánto tardará la Corte en emitir esta decisión. No es necesario que asista a la audiencia, pero puede hacerlo a su propio costo. No obstante, se considerará que, cualquier Miembro de la Clase del Acuerdo que no se oponga al Acuerdo de la forma descrita en la Sección 11, ha renunciado a toda oposición, no podrá oponerse a ningún término ni a la homologación del Acuerdo en la Audiencia de Homologación Definitiva y se le impedirá solicitar cualquier revisión del Acuerdo o de los términos del mismo por medio de un recurso o de cualquier otro medio.

13. ¿Puedo hablar en la audiencia?

Puede solicitarle permiso a la Corte para hablar en la Audiencia de Homologación Definitiva. A fin de hacerlo, debe presentar una notificación ante la Corte que diga que pretender comparecer en la Audiencia de Homologación Definitiva en *Franklin v. Ocwen Loan Servicing, LLC*, Caso No. 3:18-CV-03333-SI (N.D. Cal.). Asegúrese de incluir su nombre completo, dirección y número de teléfono, así como las copias de todo documento, anexo u otra prueba que pretenda presentar ante la Corte. Su notificación de la intención de comparecer debe contar con sello postal anterior al 24 de junio del 2022. Las copias de su notificación de intención de comparecer también deben enviarse a los abogados del Demandante y la Clase y a los abogados del Demandado a las direcciones proporcionadas anteriormente. No puede hablar en la audiencia si se excluye del Acuerdo o si no presenta una notificación en tiempo y forma de su intención de comparecer en la audiencia.

SI NO HACE NADA

14. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada y es un Miembro de la Clase del Acuerdo, no recibirá un pago en efectivo luego de que la Corte homologue el Acuerdo y toda apelación sea resuelta. Para poder recibir un pago en efectivo, debe presentar un Formulario de Demanda. A menos que se excluya, no podrá iniciar un juicio, continuar con un juicio o ser parte de cualquier otro juicio contra Ocwen o cualquier otra persona que tenga que ver con las cuestiones legales en este caso.

OBTENER MÁS INFORMACIÓN

15. ¿Cómo obtengo información adicional?

La presente Notificación constituye un resumen del Acuerdo propuesto. Encontrará más detalles en el Acuerdo. Puede obtener una copia del Acuerdo llamando a la línea gratuita del Administrador al (888) 406-0010, Franklin Settlement, PO Box 25414, Santa Ana, CA 92799; o visitando el sitio web en www.FranklinRecordingSettlement.com, en donde también encontrará respuestas a preguntas comunes sobre el Acuerdo, un formulario de demanda, además de otra información para ayudarlo a determinar si es un Miembro de la Clase del Acuerdo y si es elegible para recibir un pago. Asimismo, puede ver los registros de la Corte ingresando al expediente en este caso, pagando una tasa, a través del sistema de Acceso Público de la Corte a los Registros Electrónicos de la Corte (PACER) en <https://ecf.cand.uscourts.gov> o visitando la Secretaría de la Corte Federal de Primera Instancia para el Distrito Norte de California, ubicada en 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, entre las 9:00 a.m. y las 4:00 p.m., de lunes a viernes, excepto durante la feria judicial.

POR FAVOR, NO CONTACTE A LA CORTE O AL SECRETARIO DE LA CORTE POR TELÉFONO PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO O EL PROCESO DE DEMANDA.

En el sitio web, www.FranklinRecordingSettlement.com, hay una notificación completa del acuerdo en Español.

EXHIBIT C

FRANKLIN V. OCWEN LOAN SERVICING, LLC, CASE NO. 3:18-CV-03333-SI
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**Important Information About
Making a Claim for Settlement Relief**

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

I. HOW TO MAKE A CLAIM FOR SETTLEMENT RELIEF

a. Eligibility for Relief

If you are a person whom Ocwen called on a cell phone number between November 1, 2015 and November 30, 2015, inclusive (the "Class Period"), and you did not consent to have that call recorded, you may be eligible for a cash payment ("Settlement Relief").

b. How to Make a Claim for Settlement Relief

If you are entitled and wish to make a claim for Settlement Relief, you **must** complete the enclosed Class Action Claim Form ("Claim Form"), and mail it to *Franklin v. Ocwen*, PO Box 25414, Santa Ana, CA 92799, with a postmark of no later than June 14, 2022, or, if a private mail carrier is used, a label reflecting that the mail date is no later than June 14, 2022 (the "Claim Deadline"). You may also complete and submit a Claim Form on the Settlement Website (www.FranklinRecordingSettlement.com), but must do so no later than the Claim Deadline. If you fail to submit your Claim Form as required by these Instructions, you will not be able to obtain a settlement payment.

c. Certification of Your Claim

Each Claimant is required to certify that during the Class Period he or she received a call from Ocwen on a cell phone and did not receive an advisory at the outset of the call that it may be recorded. Claim Forms that do not include that certification will not be valid.

d. Review of Your Claim

Once you return your completed Claim Form, your claim will be reviewed by the Administrator. If your Claim Form is properly completed and certified, and the Administrator determines that your claim is valid, you will receive your Settlement Relief, subject to final approval by the Court.¹

CLAIMANTS ARE CAUTIONED TO NOT SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO REVIEW BY THE CLAIMS ADMINISTRATOR.

II. IF YOU NEED FURTHER INFORMATION

If you have any questions or would like further information about the terms of the Settlement, your eligibility for cash payment under the Settlement Agreement, or how to make a claim for a cash payment, you may visit www.FranklinRecordingSettlement.com, call the Administrator toll-free at (888) 406-0010, or write to: *Franklin v. Ocwen*, PO Box 25414, Santa Ana, CA 92799.

¹ The Final Approval Hearing has been scheduled by the Court for 10:00 a.m. on August 26, 2022.

CLASS ACTION CLAIM FORM

FRANKLIN V. OCWEN LOAN SERVICING, LLC, CASE NO. 3:18-CV-03333-SI
 UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

PLEASE FULLY COMPLETE THIS CLAIM FORM AND SIGN IT BELOW. INCOMPLETE CLAIM FORMS WILL BE DEEMED INVALID AND THE CLAIM WILL BE DENIED.

TO BE COMPLETED BY YOU:

1. Claimant's Name	_____
2. Claimant's Current Address	_____ _____ _____ _____
3. Claimant's Email Address (<i>optional</i>)	_____
4. Cell Phone Number on which Claimant Received a call from Ocwen between November 1, 2015 and November 30, 2015, inclusive.	_____ [Your cell phone number must be listed in our records as one of the phone numbers that was called by Ocwen during the Class Period. If you are not certain which of your cell phone numbers may have been called, you may submit each of them separately, although each Claimant will be entitled to only one recovery.]

CERTIFICATION

I certify that during the Class Period of November 1, 2015 through November 30, 2015, inclusive, I received a call from Ocwen on the above cell phone number and did not receive an advisement at the outset of the call that it may be recorded.

Signature: _____

CLAIMS ARE SUBJECT TO REVIEW AS DESCRIBED IN THE INSTRUCTIONS. CLAIMANTS ARE CAUTIONED NOT TO SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO REVIEW BY THE ADMINISTRATOR.

FRANKLIN V. OCWEN LOAN SERVICING, LLC, CASO NO. 3:18-CV-03333-SI
CORTE FEDERAL DE PRIMERA INSTANCIA DE LOS ESTADOS UNIDOS PARA EL DISTRITO NORTE DE CALIFORNIA

**Información importante sobre
el reclamo de una Reparación del Acuerdo**

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

I. CÓMO RECLAMAR UNA REPARACIÓN DEL ACUERDO

a. Elegibilidad para la reparación

Si es una persona a quien Ocwen llamó por teléfono celular entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive, (el "Período de la Clase") y no brindó su consentimiento para que la llamada se grabe, puede ser elegible para recibir un pago en efectivo ("Reparación del Acuerdo").

I. Cómo reclamar una Reparación del Acuerdo

Si tiene derecho o desea reclamar una Reparación del Acuerdo, **debe** completar el Formulario de Demanda de Acción de Clase ("Formulario de Demanda") adjunto y enviarlo por correo a *Franklin v. Ocwen*, PO Box 25414, Santa Ana, CA 92799, con sello postal anterior al 14 de junio del 2022 o, si se utiliza un cartero privado, una etiqueta que refleje que la fecha de correo no es posterior al 14 de junio del 2022 (el "Plazo para la Demanda"). También puede completar y presentar un Formulario de Demanda en el sitio web del Acuerdo (www.FranklinRecordingSettlement.com), pero debe hacerlo antes del Plazo para la Demanda. Si no presenta su Formulario de Demanda como lo exigen estas Instrucciones, no podrá obtener un pago del acuerdo.

c. Certificación de su demanda

Cada Demandante debe certificar que durante el Período de la Clase recibió una llamada de Ocwen en un teléfono celular y no recibió un aviso al inicio de la llamada que indicara que podía ser grabada. Los Formularios de Demanda que no incluyan dicha certificación serán inválidos.

d. Revisión de su demanda

Una vez que envíe su Formulario de Demanda completo, su demanda será revisada por el Administrador. Si su Formulario de Demanda está completado y certificado apropiadamente y el Administrador determina que su demanda es válida, recibirá su Reparación del Acuerdo, supeditada a la homologación definitiva de la Corte.¹

SE ADVIERTE A LOS DEMANDANTES QUE NO PRESENTEN DEMANDAS FRAUDULENTAS, YA QUE TODAS LAS DEMANDAS ESTÁN SUPEDITADAS A LA REVISIÓN DEL ADMINISTRADOR DE LA DEMANDA.

II. SI NECESITA MÁS INFORMACIÓN

Si tiene alguna pregunta o quisiera obtener más información sobre los términos del Acuerdo, su elegibilidad para los pagos en efectivo en virtud del Acuerdo o cómo reclamar un pago en efectivo, puede visitar www.FranklinRecordingSettlement.com, llamar a la línea gratuita del Administrador al (888) 406-0010, o escribir a: *Franklin v. Ocwen*, PO Box 25414, Santa Ana, CA 92799.

¹ La Corte programó la Audiencia de Homologación Definitiva a las 10:00 a.m. el 26 de August del 2022.

FRANKLIN V. OCWEN LOAN SERVICING, LLC, CASO No. 3:18-CV-03333-SI
CORTE FEDERAL DE PRIMERA INSTANCIA DE LOS ESTADOS UNIDOS PARA EL DISTRITO NORTE DE CALIFORNIA

POR FAVOR, COMPLETE ESTE FORMULARIO DE LA DEMANDA EN SU TOTALIDAD Y FÍRMELO A CONTINUACIÓN. LOS FORMULARIOS DE DEMANDA INCOMPLETOS SE CONSIDERARÁN INVÁLIDOS Y SE RECHAZARÁ LA DEMANDA.

PARA SER COMPLETADO POR USTED:

1. Nombre del Demandante	_____
2. Dirección actual del Demandante	_____ _____ _____
3. Dirección de correo electrónico del Demandante <i>(opcional)</i>	_____
4. Número de teléfono celular en el que el Demandante recibió una llamada de Ocwen entre el 1 de noviembre del 2015 y el 30 de noviembre del 2015, inclusive.	_____ [Su número de teléfono celular debe estar indicado en nuestros registros como uno de los números de teléfono a los que Ocwen llamó durante el Período de la Clase. Si no está seguro de cuál de sus números de teléfono celular puede haber sido llamado, puede enviar cada uno de ellos de forma separada, aunque cada Demandante tendrá derecho a una única reparación].

CERTIFICACIÓN

Certifico que durante el Período de la Clase comprendido entre el 1 de noviembre del 2015 hasta el 30 de noviembre del 2015, inclusive, recibí una llamada de Ocwen en el número de teléfono celular indicado anteriormente y no recibí un aviso al inicio de la llamada que indicara que podía ser grabada.

Firma: _____

LAS DEMANDAS ESTÁN SUPEDITADAS A UNA REVISIÓN COMO SE INDICA EN LAS INSTRUCCIONES. SE ADVIERTE A LOS DEMANDANTES QUE NO PRESENTEN DEMANDAS FRAUDULENTAS, YA QUE TODAS LAS DEMANDAS ESTÁN SUPEDITADAS A LA REVISIÓN DEL ADMINISTRADOR.

EXHIBIT D

**NOTICE OF PROPOSED SETTLEMENT IN
CLASS ACTION REGARDING OCWEN LOAN SERVICING**

*Franklin v. Ocwen Loan Servicing, LLC, Case No. 3:18-CV-03333-SI
United States District Court for the Northern District of California*

If you received a call on a cell phone from Ocwen Loan Servicing, LLC, between November 1, 2015, and November 30, 2015, inclusive, and did not consent to have that call being recorded, you may be entitled to benefits under a class action settlement.

A consumer has brought a lawsuit alleging that Ocwen Loan Servicing, LLC ("Ocwen"), violated the California Invasion of Privacy Act by recording its outgoing calls to his cell phone without his consent.

A settlement has been reached in this case, which affects certain individuals who were called on their cell phones by Ocwen in November 2015, and who were not advised at the outset of the call that it may be audio recorded by Ocwen.

The Court did not decide in favor of either the consumer or Ocwen. Rather, both sides have agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. For complete information, please visit www.FranklinRecordingSettlement.com or call the Administrator at the number below.

Am I a Member of the Settlement Class?

You are in the Settlement Class if you were called on a cell phone by Ocwen between November 1, 2015, and November 30, 2015, inclusive, and did not receive an advisement at the outset of the call that it may be recorded. Under California law, you may be deemed to have consented to the audio recording of a call to your cell phone if you received an advisement at the outset of the call that the call may be recorded.

Please visit www.FranklinRecordingSettlement.com or call the Claims Administrator at the number below for more information about whether you are a member of the Settlement Class.

Terms of the Settlement

Ocwen has agreed to pay a total settlement of \$1,500,000.00, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely Claim Form, pay Class Counsel's attorneys' fees and costs, pay a service award to the Class Representative, and pay costs and expenses of settlement administration, as approved by Court.

Please visit www.FranklinRecordingSettlement.com or call the Claims Administrator at the number below for more information about the full terms of the Settlement.

What Are My Rights?

Submit a Claim Form. This is the only way to get a cash payment. You can submit a valid and timely Claim Form online at www.FranklinRecordingSettlement.com or by mail to Franklin Settlement, P.O. Box 25414, Santa Ana, CA 92799. If you fail to submit a claim by June 14, 2022, you will not receive a settlement payment.

Do Nothing. Get no payment. Give up any rights to sue Ocwen or anyone else separately regarding the legal claims in this case.

Exclude Yourself. Get no payment. If you exclude yourself by June 24, 2022, you will not waive any rights you may have against Ocwen or anyone else with respect to the legal claims in this case.

Object. Write to the Court by June 24, 2022 about why you believe the Settlement is unfair. Even if you file a valid and timely objection, you can still submit a Claim form to receive a payment.

Go to a Hearing. Ask to speak in Court about the fairness of the Settlement if you file a valid and timely objection. The fairness hearing is scheduled for 10:00 a.m. on August 26, 2022, but that date may change without further notice. You should check the Settlement Website for any updates.

Please visit www.FranklinRecordingSettlement.com or call the Administrator at the number below for more information about your rights.

TO BE ELIGIBLE FOR A PAYMENT FROM THE SETTLEMENT, YOU MUST PROPERLY COMPLETE THE CLAIM FORM AND RETURN IT TO THE ADMINISTRATOR BY JUNE 14, 2022. IF YOU DO NOT PROPERLY COMPLETE THE CLAIM FORM AND TIMELY RETURN IT TO THE ADMINISTRATOR, YOU WILL NOT RECEIVE ANY OF THE SETTLEMENT PROCEEDS BUT YOU WILL STILL BE BOUND BY THE RELEASES IN THE SETTLEMENT (UNLESS YOU TIMELY AND PROPERLY OPT OUT OF THE SETTLEMENT).

For more information concerning this Settlement, including your rights, claim form instructions, and all related information, please visit www.FranklinRecordingSettlement.com or call the Administrator at (888) 406-0010.

EXHIBIT E



Technology Driven Legal Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	11292021-1	Prepared By:	Paul Saroj
Estimate Date:	11/29/2021	Direct Dial #:	617-901-1286
Estimate Expiration Date:	2/27/2022	Email:	psaroj@simpluris.com
		Plaintiff Attorney	
		Attorney/Client:	Abbas Kazerounian
		Email:	ak@kazlg.com
		Firm:	Kazerouni Law Group, APC

Case Name: Franklin v Ocwen

\$65,000 Capped Fee

Anticipated Administration Costs	\$29,542
Anticipated Postage Costs	\$18,255
Total Estimated Costs	\$47,797.11
Estimated Cost Per Class Member	\$1.29

Total Possible Class Size:	37,031	Undeliverable Rate:	5%
Mailing Document Language:	English	Claims Rate:	10%
		State:	CA

Case and Project Management

Category	Unit Value	# of Units	Total
Project Manager	\$125.00	6	\$750.00
Marketing Notice Manager	\$175.00	8	\$1,400.00
Case Closure (Accounting, Reconciliation, Declaration)	\$150.00	8	\$1,200.00
Database Analyst & Reporting	\$140.00	12	\$1,680.00
		Subtotal	\$5,030.00

Notification

Newspaper			
Category	Unit Value	# of Units	Total
Newspaper Publication (USA Today- CA Only)	\$997.00	1	\$967.00
Notice Pack (Postcard)	\$0.15	37,031	\$5,554.65
Undeliverable Processing	\$0.12	1,852	\$222.19
Skip Trace	\$0.25	1,481	\$370.31
Remail Postcard Handling	\$0.50	1,481	\$740.62
Mailing Supervisor	\$50.00	4	\$200.00
		Subtotal	\$8,054.77



Technology Driven Legal Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Claims Administration

Web and Physical Claims			
Category	Unit Value	# of Units	Total
Data Capture Website	\$2,500.00	1	\$2,500.00
Website Claims Processing @ 5%	\$0.90	1,852	\$1,666.40
Physical Claims Processing (Mail) @ 5%	\$1.50	1,852	\$2,777.33
Opt-out Processing (1%)	\$3.50	370	\$1,296.09
		Subtotal	\$8,239.81



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Contact Center

Category	Unit Value	# of Units	Total
Contact Center/IVR Set-up	\$500.00	1	\$500.00
Contact Center Live Agent - Shared (Per Minute)	\$1.00	1481	\$1,481.24
Contact Center Manager	\$100.00	2	\$200.00
Subtotal			\$2,181.24

Distribution

Category	Unit Value	# of Units	Total
Disbursement Manager	\$100.00	5	\$500.00
Setup Bank Account/QSF Reporting	\$750.00	1	\$750.00
QSF (Fair Fund) Annual Tax Preparation Fee	\$1,500.00	1	\$1,500.00
Print & Mail-Check (w/ 1099)	\$0.75	3,703	\$2,777.33
Process Returned Checks	\$0.25	185	\$46.29
Skip Trace Search Undeliverable Checks	\$0.50	185	\$92.58
Re-issue/Remail Checks	\$2.50	148	\$370.31
Subtotal			\$6,036.50



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Postage

Postage Handling			
Category	Unit Value	# of Units	Total
Postage (Postcard Notice Pack)- Initial & Remail	\$0.37	38,512	\$14,249.53
Return Postage Processing (Claims)	\$0.47	3,851	\$1,810.08
Postage (Distribution-Checks)- Initial	\$0.57	3,851	\$2,195.20
Subtotal			\$18,254.80

2

2%	37,031	741
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3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.



Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
 - Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning