

If you received a call from PHH Mortgage Corporation or HSBC Mortgage Corporation (USA) between October 6, 2011 and January 18, 2019 related to a mortgage owned and/or serviced by or on behalf of HSBC Mortgage Corporation (USA), 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.

- Two consumers (“Class Representatives”) brought a lawsuit alleging that PHH Mortgage Corporation and HSBC Mortgage Corporation (USA) (“Defendants”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by (a) using an automatic telephone dialing system to call cell phones (“Automatic Calls”) without proper consent, or (b) using an artificial or prerecorded voice (“Prerecorded Calls”).
- A settlement has been reached in this case, which affects certain individuals who may have received Automatic Calls or Prerecorded Calls from Defendants between October 6, 2011 and January 18, 2019 (“Settlement Class Period”) regarding a mortgage loan owned and/or serviced by, on behalf of and/or in the name of HSBC, which they did not consent to receive.
- The settlement, if approved, will provide a \$2,400,000 fund (“Settlement Fund”) from which eligible persons who file valid and timely claims will receive cash awards. The cash awards are estimated to be approximately \$60.00 per claim. The amount could be less depending on the number of claims.
- You are in the “Settlement Class” if Defendants called you using a dialing system on a cell phone number during the Settlement Class Period regarding mortgages owned and/or serviced by or on behalf of Defendant HSBC Mortgage Corporation (USA), and you did not consent to receive such calls.
- In addition to paying settlement awards to Settlement Class Members, the Settlement Fund will be used to pay attorneys’ fees and costs to attorneys representing the Class Representatives and the Settlement Class (“Class Counsel”), any service awards to each of the two Class Representatives, and the reasonable costs of notice and administration of the settlement.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	This is the only way to get a payment. You can submit a valid and timely claim form online at www.phhtcpasettlement.com or by mail to HSBC/PHH TCPA Settlement, c/o JND Legal Administration, P.O. Box 11035, Seattle, WA 98111. 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 Defendants 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, you will not waive any rights you may have against Defendants 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, 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.

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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 4

- 1. Why is there a notice?
- 2. What is this class action lawsuit about?
- 3. Why is there a settlement?

WHO IS IN THE SETTLEMENT PAGE 4

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

THE SETTLEMENT BENEFITS - WHAT YOU GET PAGE 5

- 5. What does the Settlement provide?

HOW YOU GET A PAYMENT PAGE 5

- 6. How and when can I get a payment?
- 7. What am I giving up to get a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 7

- 8. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU..... PAGE 7

- 9. Do I have a lawyer in this case?
- 10. How will the lawyers and Class Representatives be paid?

OBJECTING TO THE SETTLEMENT PAGE 7

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

THE COURT'S FAIRNESS HEARING..... PAGE 8

- 12. When and where will the Court decide whether to approve the Settlement?
- 13. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

- 14. What happens if I do nothing at all?

GETTING MORE INFORMATION..... PAGE 9

- 15. How do I get more information?

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, or by email, it is likely because Defendants' records indicate you may have received one or more Automatic Calls and/or Prerecorded Calls from Defendants during the Settlement Class Period regarding a mortgage loan owned and/or serviced by, on behalf of and/or in the name of HSBC.

More specifically, the Settlement Class is comprised of: "All persons within the United States to whom (a) Defendant HSBC or Defendant PHH Mortgage, (b) placed a call (c) to a cellular telephone (d) regarding a mortgage loan owned and/or serviced by, on behalf of and/or in the name of HSBC (e) through the use of any dialing system or an artificial or prerecorded voice (f) between October 6, 2011 and January 18, 2019."

The Court in charge of the case is the United District Court for the Central District of California, and the case is known as *Ahmed, et al., v. HSBC Bank USA, N.A., et al.*, No. 5:15-cv-02057 (C.D. Cal.). The proposed Settlement would resolve all claims in this case. The people who sued are called the "Plaintiffs" or "Class Representatives," and the company sued, PHH Mortgage Corporation and HSBC Mortgage Corporation (USA), are referred to herein as "Defendants."

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. Representative plaintiffs, also known as "Class Representatives," assert claims on behalf of the entire class.

The Class Representatives filed and/or pursued this Action alleging that Defendants violated the TCPA by using an automatic telephone dialing system to call cell phones without the prior express consent of the recipients and/or using an artificial or prerecorded voice.

Defendants deny that they 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 Representatives or Defendants. 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 Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

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

The Court has certified a class action for settlement purposes only. You are in the Settlement Class if you are a person who received one or more Automatic Calls and/or Prerecorded Calls from Defendants

between October 6, 2011 and January 18, 2019, regarding a mortgage loan owned and/or serviced by, on behalf of and/or in the name of HSBC, and you did not consent to receive such calls.

Excluded from the Class are individuals who were not users or subscribers of the specific cellular telephone numbers called during the Settlement Class Period, are officers or directors of Defendants or of any Defendant Affiliate, any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons, and all persons who validly exclude themselves or opt out of the Settlement Class.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-833-759-2983 or visit www.phhtcpasettlement.com for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

Defendants agreed to pay a total settlement amount of \$2,400,000, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely claim, pay Class Counsel's attorneys' fees of up to 25% of the settlement amount, pay actual costs, pay a service award to the two Class Representatives of \$5,000 each, and pay costs and expenses of settlement administration and notice.

Any remaining monies from uncashed Settlement Relief 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 a *cy pres* recipient. Plaintiffs have proposed that such money be paid to Public Counsel.

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 will receive Settlement Relief. Settlement Relief is a cash payment. The final cash payment amount will depend on the total number of valid and timely claims filed by Settlement Class Members. Class Counsel estimate you will receive approximately \$60.00. But the amount could be less depending on the number of claims.

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

PHH TCPA Settlement, c/o JND Legal Administration, P.O. Box 11035, Seattle, WA 98111.

The Court will hold a hearing on Thursday, December 12, 2019, 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 can't sue, continue to sue, or be part of any other lawsuit against Defendants or anyone else having to do with TCPA violations arising out of Automatic Calls or Prerecorded Calls made by Defendants between October 6, 2011 and January

18, 2019, and all of the decisions and judgments by the Court will bind you.

For non-emergency calls to a cell phone number made using an automatic telephone dialing system without the prior express consent of the called party, the TCPA provides for damages of \$500 per violation, or up to \$1,500 for willful violations, plus an injunction limiting future conduct. However, Defendants have denied that they made any illegal calls to anyone, and in any future lawsuit will have a full range of potential defenses, including that they had prior express consent to make the calls. In addition, the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs. This Settlement permits class members the opportunity to obtain a smaller amount of money, risk-free.

If you file a Claim Form for benefits 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 Defendants from any liability for the Released Claims defined below and in the Settlement.

Remaining in the Settlement 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 Persons from each of the Released Claims (as defined below).

Released Claims: Upon Final Approval, each member of the Settlement Class, including the Plaintiffs, shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever and finally released, relinquished, and discharged the Released Persons from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of Final Approval, that relate to or arise out of the Released Parties' use of equipment or methods to contact or attempt to contact Settlement Class Members by telephone for mortgage servicing or debt collection purposes during the Settlement Class Period, including but not limited to claims that relate to or arise out of the Released Parties' use of an "automatic telephone dialing system" or "artificial or prerecorded voice" as defined in the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. and any other statutory or common law claim arising from the use of a telephone dialing system or artificial or prerecorded calls to cellular telephones. For the avoidance of doubt, "Released Claims" include claims relating to or arising out of the equipment or method used to contact or attempt to contact Settlement Class Members by telephone, but do not include claims based on other aspects of calls, such as the substance of the calls or the time/date of any such calls.

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 firms 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 don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement.

8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must electronically submit a form at [LINK] or send a letter by mail saying that you want to be excluded from *Ahmed, et al., v. HSBC Bank USA, N.A., et al.*, No. 5:15-cv-02057 (C.D. Cal.). Be sure to include your full name, address, and the cell phone number(s) at which you were called by Defendants. You must also include a statement that you wish to be excluded from the Settlement and sign the statement. A sample exclusion form is available at www.phhtcpasettlement.com. **You must mail or electronically submit your exclusion request postmarked no later than November 4, 2019, to:**

PHH TCPA Settlement, c/o JND Legal Administration, P.O. Box 11035, Seattle, WA 98111

If you ask to be excluded, you will not get any Settlement Relief, 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) Defendants in the future. Although no other person may exclude you from the Settlement 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 following law firms to represent you and other Class Members:

Alex Burke, Burke Law Offices, LLC, Beth Terrell and Adrienne McEntee, Terrell Marshall Law Group PLLC, Todd Friedman and Thomas Wheeler, Law Offices of Todd Friedman, P.C., Matthew Mendelsohn, Mazie Slater Katz & Freeman, LLC, Joshua Swigart, Hyde & Swigart, and Abbas Kazerounian and Jason Ibey, Kazerouni Law Group, APC.

All of these lawyers are called Class Counsel. You will not be charged separately for these lawyers' services. 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 Representatives be paid?

Class Counsel will ask the Court to approve payment of up to 25% of the settlement amount to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus actual costs. Class Counsel will also request an award of \$5,000 to each of the two Class Representatives, as compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

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 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 Court saying that you object to the proposed Settlement in *Ahmed, et al., v. HSBC Bank USA, N.A., et al.*, No. 5:15-cv-02057 (C.D. Cal.). Be sure to include your full name, address, current phone number, cellular telephone number(s) Defendants called you on, the reasons you object to

the Settlement, and whether you intend to appear at the fairness 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 mailed no later than November 4, 2019 to the following address:**

Ahmed, et al., v. HSBC Bank USA, N.A., et al., No. 5:15-cv-02057 (C.D. Cal.)
U.S. District Court, Central District of California
United States Courthouse
350 W. 1st Street
Los Angeles, CA 90012

THE FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at 10:00 AM on December 12, 2019, at the United States District Court for the Central District of California, United States Courthouse, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional written notice, so it is a good idea to check the Settlement Website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and incentive awards to the Class Representatives 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 Fairness Hearing. To do so, you must file a notice with the Court saying that you intend to appear at the Fairness Hearing in *Ahmed, et al., v. HSBC Bank USA, N.A., et al., No. 5:15-cv-02057 (C.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 December 5, 2019. You cannot speak at the hearing if you exclude yourself from the Settlement or do not file a timely notice of intent to appear.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will not receive a payment after the Court approves the Settlement and any appeals are resolved. In order to receive a payment, you must submit a claim form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants 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 Settlement Administrator toll-free at 1-833-759-2983, writing to: PHH TCPA Settlement, c/o JND Legal Administration, P.O. Box 11035, Seattle, WA 98111; or visiting the website at www.phhtcpasettlement.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 Class Member and whether you are eligible for a payment.