

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

JOSHUA SOMOGYI, KELLY
WHYLE SOMOGYI and STEWART
SIELEMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

FREEDOM MORTGAGE CORP.,

Defendant.

Case No. 1:17-cv-06546-RMB-JS

CLASS ACTION

JURY TRIAL DEMANDED

PRELIMINARY APPROVAL ORDER

WHEREAS, the above-captioned class action lawsuit is pending before this Court;

WHEREAS, the Court has received and reviewed the Parties' Settlement Agreement dated July 31, 2019 and the accompanying exhibits thereto (the "Settlement Agreement"), entered into by Plaintiffs Joshua Somogyi, Kelly Whyte Somogyi and Stewart Sieleman ("Plaintiffs"), on behalf of themselves and the Settlement Class they seek to represent, and Defendant Freedom Mortgage Corp. ("Defendant");

WHEREAS, the Court held a conference with the Parties on January 23, 2020 (Dkt. 92) to discuss but not decide Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Dkt. 89);

WHEREAS, the Parties have agreed, subject to final approval by this Court following notice to the proposed Settlement Class and a hearing, to settle this Action on the terms and conditions set forth in the Settlement Agreement and the terms of the Settlement Agreement, including but not limited to the defined terms therein, are hereby incorporated as though fully set forth in this Order; and

WHEREAS, Plaintiffs have moved pursuant to Rule 23 of the Federal Rules of Civil Procedure for an Order preliminarily certifying the Settlement Class and preliminarily approving the Settlement Agreement which sets forth the terms and conditions of the Parties' proposed Settlement,

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court preliminarily finds pursuant to FED. R. CIV. P. 23 that the proposed Settlement Class is so numerous that joinder of all members is impracticable; that there are questions of fact and law common to the Settlement Class and that those questions predominate over questions affecting only individual Settlement Class Members; that Plaintiffs' claims are typical of the claims of the Settlement Class; that Plaintiffs will fairly and adequately protect the interests of the Settlement Class, and Settlement Class Counsel is experienced in class action and complex litigation; and that class treatment is superior to individual litigation by Settlement Class Members.

2. In light of the above findings, preliminarily and solely for purposes of the Settlement, the Court certifies the following Settlement Class pursuant to FED.

R. Civ. P. 23(a) and (b)(3), consisting of:

All portfolio clients of FMC in the United States whose mortgages FMC serviced and who, during the Class Period September 1, 2013 through July 22, 2019, received one or more calls or voicemails made by or on behalf of FMC to any one or more of the client's cellular, voice over internet protocol (VOIP), residential, or landline phone numbers. For purposes of the Settlement Class, FMC's "clients" means borrowers and co-borrowers, spouses, and successors-in-interest, who shall collectively be deemed one client. Excluded from the Settlement Class are (i) FMC; (ii) any affiliates of FMC; (iii) any employee of FMC or members of their Immediate Family; (iv) Plaintiffs' Counsel; (v) the Judges who have presided over the Action; (vi) those persons who file a timely and valid request to be excluded from the Settlement Class; and (vii) the legal representatives, heirs, successors and assigns of any excluded person or entity. Based on FMC's records, 1,524,198 current or former FMC clients qualify as members of the Settlement Class, although FMC does not concede that any such clients were called by FMC or any FMC vendor in violation of the TCPA or otherwise.

3. The Court's preliminary certification of the Settlement Class is subject to further consideration at the Final Approval Hearing, as set below.

4. The Court preliminarily appoints Plaintiffs as the representatives of the Settlement Class, and appoints Lawrence J. Lederer and Lane L. Vines of Berger Montague PC and Brian Mahany of Mahany Law Firm to serve as counsel to the Settlement Class.

5. The Court preliminarily approves the proposed Settlement of this Action as embodied in the Parties' Settlement Agreement as fair, reasonable and in the best interests of the Settlement Class, subject to further consideration at the Final Approval Hearing.

6. The foregoing determinations regarding class certification is for settlement purposes only. The Court recognizes and the Parties as set forth in their Settlement Agreement agree that FMC retains the right to dispute that any class may be certified in this case should the Settlement Agreement not be finally approved. In the event that the Settlement Agreement does not become final for any reason, and litigation resumes, this preliminary finding regarding class certification shall be of no further force or effect, and this Order will be vacated in its entirety except for the provisions in the Settlement Agreement that will survive. Further, in the event that the Settlement Agreement does not become final for any reason, and litigation resumes, then all negotiations, proceedings, documents prepared and statements made in connection therewith shall be without prejudice to any person or party thereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or any subsequent proceeding in this Action or any other action in any court or other proceeding as set forth in the Parties' Settlement Agreement.

7. The Final Approval Hearing is scheduled for September 10, 2020, at 2:00 p.m., at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08010, Courtroom 3C, to determine whether the proposed Settlement as set forth in the Settlement Agreement is fair, reasonable and adequate and should be approved by the Court.

8. The Court approves the proposed long-form Notice (“Notice”), the Claim and Release Form (“Claim Form”), and the Summary Notice attached, respectively, as Exhibits A, B and C hereto; authorizes the publication and distribution of the Notice and the mailing of the Summary Notice and Claim Form to the Settlement Class by the Settlement Administrator as set forth in the Settlement Agreement; and finds that the proposed manner and form of Notice is the best notice practicable under the circumstances and shall constitute due and sufficient notice to persons entitled thereto. As part of the Notice program, the Settlement Administrator shall also take reasonable steps to follow-up to the extent practicable and identify current addresses and timely resend the Notice to Settlement Class Members for whom the initially mailed or emailed Notice was returned as undeliverable.

9. Heffler Claims Group LLC (“Heffler”) is appointed to serve as the Settlement Administrator and shall perform the duties set forth in the Settlement Agreement.

10. Settlement Class Members who wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the terms and conditions of the Settlement Agreement, and the Settlement Administrator shall accept and process Claim Forms in accordance with the Settlement Agreement and Orders of the Court. Subject to the Court’s final approval of the Settlement, and except as may be otherwise ordered by the Court, the Net Settlement Fund shall remain in an escrow account maintained by the Escrow Agents (but not deemed to be in the custody of the Court), and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of the Parties’ Stipulation and/or further order of the Court. If any portion of the Settlement Fund remains following distribution (or redistribution) to Authorized Claimants pursuant to the Parties’ Stipulation and is of such an amount that it is not cost effective or administratively efficient to redistribute to Authorized Claimants as the Court may determine, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax Expenses, shall be distributed on a *cy pres* basis to one or more *cy pres* recipients as the Court may determine.

11. Any Settlement Class Member may appear at the Final Approval Hearing if they wish to speak or show good cause why the Settlement Agreement should not be approved as fair, reasonable and adequate, provided that they must first have delivered by hand or served by U.S. first class mail or by email, to

a) Plaintiffs' Counsel care of Lawrence J. Lederer, Berger Montague PC, 1818 Market Street, Ste. 3600, Philadelphia, PA 19103, email llederer@bm.net; and

b) Defendant FMC's counsel care of Michael McTigue, Akin Gump Strauss Hauer & Feld, LLP, Two Commerce Square, 2001 Market Street, Suite 4100, Philadelphia, PA 19103, email mmctigue@akingump.com, written objections that state with specificity the grounds for any objection, such that they are postmarked within 60 days from the date the Notice is initially mailed by the Settlement Administrator. Any Settlement Class Member who does not make his or her objection in the manner provided herein shall be deemed to have waived such objection and shall be foreclosed from making any objection to any aspect of the Settlement Agreement, unless otherwise ordered by the Court.

12. Any requests for exclusion must identify the person requesting exclusion and be submitted as set forth in the Notice such that they are postmarked within 60 days from the date the Notice is initially mailed by the Settlement Administrator. Any Settlement Class Member who does not request exclusion

from the Settlement Class in the manner stated in the Notice shall be deemed to have waived his or her rights to be excluded from the Settlement Class.

13. All reasonable fees and expenses of the Settlement Administrator shall be paid from the Settlement Amount as set forth in the Settlement Agreement without further order of the Court. Unless otherwise approved by the Court, a maximum of \$500,000 may be paid from the Settlement Fund for Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Settlement, all Notice and Administration Costs that were actually incurred by the Settlement Administrator up to the date that the Settlement is terminated shall not be returned or repaid to Defendant FMC, but instead paid by Defendant FMC as reasonably invoiced by the Settlement Administrator, as set forth in the Parties' Settlement Agreement.

14. Defendant FMC shall properly and timely notify the appropriate state and federal officials of the Parties' Settlement Agreement as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), and to do so exclusively at its own expense and advise Settlement Class Counsel as set forth in the Parties' Settlement Agreement. Defendant FMC may consult and work with the Settlement Administrator in timely providing the notice required by CAFA.

15. In accord with the above, the Court approves the following deadlines:

Event	Time for Compliance
Deadline for FMC to Provide the Settlement Administrator Settlement Class Member Addresses	No later than 20 days after entry of the Preliminary Approval Order
Deadline for mailing the Notice and Claim Form to Settlement Class Members	No later than 60 days after entry of Preliminary Approval Order
Deadline for Settlement Class Counsel to file with the Court proof, by affidavit or declaration, of the mailing of the Notice	With Plaintiffs' Motion for Final Approval of Class Action Settlement
Deadline for Plaintiffs to file a Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Expenses	21 days prior to the deadline for Settlement Class Members to opt-out or object to the settlement
Deadline for Settlement Class Members to opt-out or object to the settlement	60 days after the Notice and Claim Form is mailed by the Settlement Administrator
Deadline for filing reply papers by the Parties in further support of the settlement and/or in response to any written objections	10 days prior to the Final Approval Hearing
Deadline for filing the declaration from the Settlement Administrator specifying the number of Settlement Class Members who requested exclusion or submitted objections; all costs incurred by the Settlement Administrator to date; an estimate of the costs for mailing the checks to the Authorized Claimants and completing the settlement administration; and the estimated amount that will be distributed to each Authorized Claimant	10 days prior to the Final Approval Hearing

Event	Time for Compliance
Final Approval Hearing (approximately 160 days after entry of the Preliminary Approval Order, scheduled at the Court's convenience)	September 10, 2020, at 2:00 p.m., at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101 in Courtroom 3C
Deadline for Settlement Class Members to file Claim Forms	60 days after the Notice and Claim Form is mailed by the Settlement Administrator except as set forth in the Settlement Agreement.

IT IS SO ORDERED:

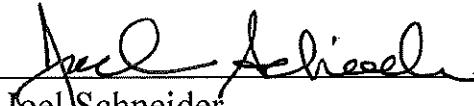
DATED: February 24, 2020 
Judge Joel Schneider
Magistrate

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSHUA SOMOGYI, KELLY WHYLE
SOMOGYI and STEWART SIELEMAN, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

FREEDOM MORTGAGE CORP.,

Defendant.

Case No. 1:17-cv-06546-RMB-JS

CLASS ACTION

JURY TRIAL DEMANDED

**NOTICE OF CLASS ACTION SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND COURT HEARING**

A United States Federal Court authorized this Notice. This is not a solicitation from a lawyer. Your legal rights will be affected whether or not you act. Please read this Notice carefully.

Your rights may be affected by the proposed settlement ("Settlement") of this class action lawsuit (the "Action") if you are a client of defendant Freedom Mortgage Corp. ("FMC") in the United States whose mortgage FMC serviced and who, during the period September 1, 2013 through July 22, 2019 (the "Class Period"), received one or more calls or voicemails made by or on behalf of FMC to any one or more of the client's cellular, voice over internet protocol (VOIP), residential, or landline phone numbers (the "Settlement Class" or "Settlement Class Members").

For purposes of the Settlement Class, "client" shall mean borrowers and co-borrowers, spouses, and successors-in-interest, who shall collectively be deemed one client.

If you are covered by the above description of the Settlement Class, you may be entitled to a payment (unless you elect to exclude yourself from the Settlement Class). If you received this Notice, you are probably a Settlement Class Member. In addition to the corporate compliance relief described more fully at page 2, if the Court approves the Settlement and you file a valid Claim Form, you also may be entitled to receive a cash payment of about \$37.61, or significantly higher or lower depending on costs and fees and how many valid Claim Forms are filed, as described more fully at page 3.

What are My Options? As a Settlement Class Member, you have the following options:

QUESTIONS? Call _____ TOLL FREE, OR VISIT
www._____.com - DO NOT CALL THE COURT

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
DO NOTHING.	Get no payment. Remain a Settlement Class Member. Give up right to sue FMC concerning the released claims.
SUBMIT A CLAIM FORM ONLINE OR BY MAIL POSTMARKED BY _____, 2020.	If you wish to obtain a cash payment as a Settlement Class Member, you must fill out and return a Claim and Release Form ("Claim Form") which is included with this Notice and available online at www._____.com . Claim Forms must be completed, signed and submitted to the Settlement Administrator online no later than 11:59 p.m. (ET) on _____, or by mail if postmarked no later than _____, 2020.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS POSTMARKED NO LATER THAN _____, 2020.	Receive no payment pursuant to this Settlement. This is the only option that allows you to ever potentially be part of any other lawsuit or other legal proceeding, such as arbitration if applicable, against FMC concerning the claims asserted in this Action. Should you exclude yourself from the Settlement and the Action, you should understand that FMC will have the right to assert all defenses it may have to any claims that you may seek to assert including, among others, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.
OBJECT TO THE SETTLEMENT SO THAT THE OBJECTION IS POSTMARKED NO LATER THAN _____, 2020	Write to the Court about why you do not like the Settlement. You can do this only if you do not exclude yourself.

What is the Case and the Settlement About? This class action lawsuit claims that FMC violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* ("TCPA") by improperly calling cellular or landline phones for marketing purposes without consent. FMC denies that it violated the law or did anything wrong, and has asserted several defenses. The Court has not ruled on the merits of the claims or defenses. FMC has agreed to the proposed Settlement to end this Action. Plaintiffs have agreed to the proposed Settlement to avoid the risks in continuing to litigate, including the risks that no class action may be certified by the Court, or that no recoveries may result.

Under the proposed Settlement, FMC will pay \$9,500,000 (the "Settlement Amount") into a *non-reversionary* fund (meaning that, if the Settlement is approved by the Court, FMC will not get any of those funds back regardless of how many Claim Forms are filed). Also as an important part of the proposed Settlement, FMC will, within 180 days after the Settlement becomes effective: a) designate a senior manager to be responsible for assuring FMC's compliance with the TCPA who will report directly to the office of FMC's Chief Executive Officer; b) provide additional training concerning the TCPA's do-not-call ("DNC") lists to ensure that all FMC

employees, as well as all external third-party vendors of FMC (including any newly hired such vendors) that make marketing calls for or on behalf of FMC, adhere to FMC's DNC list; and c) establish, maintain, and implement updated written procedures to facilitate TCPA compliance regarding DNC policies and DNC lists. The proposed Settlement is subject to Court approval following a hearing. This is not a complete description of the claims, defenses, or the Settlement. The parties' Settlement Agreement dated July 31, 2019 (the "Settlement Agreement") contains the complete terms of the proposed Settlement. A copy of the Settlement Agreement, this Notice, the Claim Form, and certain other documents related to this Action may be accessed online at www._____.com, or by contacting Settlement Class Counsel identified below.

Why am I Receiving this Notice? The Court in charge of this lawsuit has ordered that this Notice be sent to persons who are included in the Settlement Class to advise them of: (a) the terms of the proposed Settlement; (b) their rights concerning the proposed Settlement; and (c) their rights concerning a hearing to be held before the United States District Court for the District of New Jersey (the "Court"), at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101 in Courtroom _____ on _____, 2020 at _____ to consider the fairness, reasonableness and adequacy of the Settlement and the application for attorneys' fees and reimbursement of litigation expenses and costs to Class Counsel and related matters (the "Final Approval Hearing"). The time and date of the Final Approval Hearing may be changed by the Court without further notice to the Settlement Class. This Notice also describes the steps to be taken by those who wish to be excluded from the Settlement Class and, for those who remain in the Settlement Class, the steps for them to seek to share in the distribution of the Net Settlement Amount if the Settlement is approved by the Court and they qualify to so share. FMC, current and former affiliates and employees of FMC, the Judges who have presided over this Action, Plaintiffs' lawyers in the Action, and their legal representatives, heirs, successors and assigns, may not participate in this Settlement or receive a payment. Those persons who opt-out of this Settlement also may not participate in this Settlement.

What is the Plan to Allocate the Net Settlement Amount? Settlement Class Members who submit timely and proper Claim Forms seeking to share in the Settlement are Authorized Claimants. To be eligible to share in the Net Settlement Amount, Settlement Class Members must have received one or more marketing calls or voicemails from FMC or on behalf of FMC during the Class Period to which they did not consent. For purposes of this Settlement, a marketing call includes any calls made by or on behalf of FMC to a Settlement Class Member in the Class Period to market or sell any of FMC's mortgage products or services, such as to potentially refinance an existing mortgage the Settlement Class Member may have had.

Authorized Claimants will receive equal shares of the Net Settlement Amount (that is, the amount remaining in the Settlement Amount after all attorneys' fees and other costs and expenses are paid subject to the Court's approval). How much each Authorized Claimant receives will depend on how many people make valid and timely claims that are approved for payment, after deducting Settlement administration and attorneys' fees and costs which are discussed below. Only one payment per household is permitted. Assuming that 10%, or 152,419, of the 1,524,198 total Settlement Class Members file valid and timely Claim Forms and that the Court awards the maximum in total attorneys' fees and Settlement administration and other costs described below, those 152,419 Settlement Class Members would receive from the Settlement a payment of approximately \$37.61 each. This is only an estimate, however, and the actual amount could go up or down significantly depending on the number of valid and timely Claim Forms received and the total fees and costs awarded by the Court. Settlement Class

- 3 -

QUESTIONS? Call _____ TOLL FREE, OR VISIT
www._____.com - DO NOT CALL THE COURT

Members do not have to file any Claim Forms to benefit from the additional corporate compliance relief described above assuming the Court approves the Settlement.

What do I Give Up by Participating in the Settlement? Each Settlement Class Member who does not file a valid and timely request to be excluded from the Settlement Class, regardless of whether they file a Claim Form, will be deemed to have forever released and discharged the “Released Parties” from the “Released Claims.” “Released Parties” mean FMC and any and all of FMC’s past and present parents, partnerships, joint ventures, unincorporated entities, subsidiaries, divisions, affiliates and persons and entities directly or indirectly under their control in the past or in the present; FMC’s assignors, predecessors, successors and assigns; and any of their past or present employees, shareholders, agents, directors, officers, members, contractors, subcontractors, vendors, attorneys, insurers, accountants, representatives, heirs and the estates of any and all of the foregoing. “Released Claims” mean any and all claims, liens, demands, actions, causes of action, obligations, damages or liabilities of any nature whatsoever that arose during the Class Period, whether legal or equitable or otherwise, that actually were, or could have been, asserted in the Action including those that arise from or relate to any communications, actions or inactions by the Released Parties allegedly in violation of any provision of the TCPA or its implementing regulations or any similar claims under state statutes or the common law, and any claim arising directly or indirectly out of, or in any way relating to, the claims that actually were, or could have been, asserted in the Action. In addition, the Settlement provides that if it is approved by the Court and the releases provided for in the Settlement become effective, any person who thereafter knowingly brings a Released Claim against a Released Party shall pay the attorney’s fees and costs incurred by the defendant or other Released Party as a result of the violation.

How do I Make a Settlement Claim? A Claim Form is enclosed with this Notice and is available online through the website at www._____.com. You can make a claim by completing and signing a Claim Form and sending it to the Settlement Administrator in one of the following ways: (1) online through the website www._____; or (2) by mail to: FMC Settlement, _____. To make a claim, you will be required to provide: a) your name, b) your address and phone number, and c) the eight (8) digit Unique Identifier Number listed below your address on this Notice, if you received the Notice by mail or email. You must submit a Claim Form to the Settlement Administrator *no later than* _____, 2020. If mailed, the submission must be postmarked *no later than* _____, 2020.

Do I Have a Lawyer? Plaintiffs and the Settlement Class are represented by the law firms of Berger Montague PC and Mahany Law Firm as Settlement Class Counsel, and the Law Offices of Stefan Coleman, P.A. are additional Plaintiffs’ counsel. You will not be charged personally for these lawyers. Instead, these lawyers will be paid from the Settlement Amount if the Settlement is approved by the Court as discussed more fully below. You may, however, hire an attorney at your own expense to represent you and speak on your behalf at the Final Approval Hearing. FMC’s attorneys in this Action is the law firm of Akin Gump Strauss Hauer & Feld LLP.

What Fees and Costs May be Deducted From the Settlement Amount? Settlement Class Counsel on behalf of all Plaintiffs’ Counsel will ask the Court for an award of attorneys’ fees of up to one-third of the Settlement Amount, or \$3,166,666.67, plus interest at the same rate earned by the Settlement Amount; reimbursement of litigation expenses and costs of up to \$85,000; and a Service Award up to \$5,000 each for Plaintiffs Joshua Somogyi, Kelly Whyte Somogyi and Stewart Sieleman, for their service in representing the Settlement Class in this Action. Any such award of attorneys’ fees and costs and Service Awards will be paid from the Settlement Amount only after the Effective Date, and at the time the Court directs. Notice and administration costs of up to

- 4 -

QUESTIONS? Call _____ TOLL FREE, OR VISIT
www._____.com - DO NOT CALL THE COURT

\$500,000 will also be paid out of the gross Settlement Amount. Before selecting Heffler as the Settlement Administrator subject to the Court's approval, Settlement Class Counsel solicited and received and reviewed bids from several class action claims administration firms. Settlement Class Counsel selected Heffler based on their overall evaluation of all of the bids received and estimated claims administration fees and costs. Settlement Class Counsel will file with the Court and post on the Settlement website their request for an award of attorneys' fees and reimbursement of litigation costs and expenses, and the request for Service Awards for the Plaintiffs, by _____, 2020.

How do I Exclude Myself From the Settlement? Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such person mails a request for exclusion from the Settlement, by first-class mail addressed to: FMC Settlement, Attn.: _____. The exclusion request must be postmarked *no later than* _____, 2020. Each request for exclusion must clearly indicate the name, address and telephone number of the person seeking exclusion; that the sender requests to be excluded from the Settlement Class in this Action; and must be signed personally by the Settlement Class Member seeking exclusion, even if they are represented by counsel. Requests for exclusion must be submitted individually, and cannot be made *en masse*. Any request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. If you exclude yourself from the Settlement Class, you will not be able to participate in the Settlement or receive a payment.

When and Where Will the Court Decide Whether to Approve the Settlement? The Court will hold a hearing at ___ a.m. on _____, 2020 at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101 in Courtroom ___. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable and adequate, and in the best interests of Settlement Class Members; to consider Settlement Class Counsel's request for attorneys' fees and reimbursement of costs and expenses; to consider a request to approve Service Awards to the Plaintiffs; and to consider any related matter. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement, the application for attorneys' fees and costs, the application for Service Awards for the Plaintiffs, and any other matter concerning the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www._____.com or call _____ in advance if you plan on attending. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the hearing, you should receive notice of any change in the date of such hearing, although you may still check the above sources as well.

Do I Have to Come to the Hearing? No. Settlement Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay or otherwise have another lawyer attend for you, but it's not required.

How Can I Object to the Settlement? Any Settlement Class Member who does not request to be excluded from the Settlement may submit a written objection to the Settlement and may appear at the Final Approval Hearing if they wish to speak or show cause why the Agreement should not be approved as fair, reasonable and adequate, provided that they must first hand-deliver or serve by U.S. first class mail or by email, to a) Plaintiffs' Counsel care of Lawrence J. Lederer, Berger Montague PC, 1818 Market Street, Ste. 3600, Philadelphia, PA 19103, email

llederer@bm.net; and b) Defendant FMC's counsel care of Michael McTigue, Akin Gump Strauss Hauer & Feld, LLP, Two Commerce Square, 2001 Market Street, Suite 4100, Philadelphia, PA 19103, email mmctigue@akingump.com, written objections that state with specificity the grounds for any objection, such that they are postmarked by _____, 2020. All written objections must include: (a) the case caption and the full name, address and telephone number of the objecting Settlement Class Member; (b) a written statement of all grounds for the objection accompanied by any legal support for the objection; (c) copies of any papers, briefs, exhibits, or other documents upon which the objection is based; (d) a list of all persons who will appear at the Final Approval Hearing in support of the objection; (e) a statement of whether the objector intends to appear at the Final Approval Hearing; and (f) the objector's signature. Any Settlement Class Member who does not make his or her objection in the manner provided herein shall be deemed to have waived such objection and shall be foreclosed from making any objection to any aspect of the Agreement, unless otherwise ordered by the Court.

What if I Have a Question About the Settlement? You can get more information about the Settlement by visiting the website at www._____.com. You can also contact the Settlement Administrator, toll free at _____, or Settlement Class Counsel.

ka19502467

EXHIBIT B

CLAIM AND RELEASE FORM

Joshua Somogyi, et al. v. Freedom Mortgage Corp.

No. 1:17-cv-06546-RMB-JS, U.S. District Court for the District of New Jersey

CLAIM NUMBER:

[INSERT]

[Settlement Class Member Name]
[Settlement Class Member Address]

	Name/Address Changes (if any):
Name:	_____
Address:	_____

You are a Settlement Class Member if you are a portfolio client of defendant Freedom Mortgage Corp. ("FMC") in the United States whose mortgages FMC serviced and who, during the period September 1, 2013 through July 22, 2019 (the "Class Period"), received one or more calls or voicemails made by or on behalf of FMC to any one or more of the client's cellular, voice over internet protocol (VOIP), residential, or landline phone numbers (the "Settlement Class" or "Settlement Class Members"). For purposes of the Settlement Class, "client" shall mean borrowers and co-borrowers, spouses, and successors-in-interest, who shall collectively be deemed one client.

If you are a Settlement Class Member, you may be entitled to participate in the Settlement of this above-referenced class action (the "Action") and receive a payment.

In order to obtain a payment as a Settlement Class Member, you will need to sign and return this Claim and Release Form. Claim and Release Forms must be completed, signed and timely submitted to the Settlement Administrator, Heffler Claims Group LLC ("Heffler").

Claim and Release Forms may be submitted in one of the following ways: (1) online through the website www._____; or (2) by mail to: FMC Settlement, _____. You must submit a Claim Form to the Settlement Administrator by ***no later than*** _____, **2020**. If mailed, the submission must be postmarked no later than _____, 2020.

Each Settlement Class Member who does not file a valid request to be excluded from the Settlement Class (per the procedure set forth in the Notice), will be deemed to have forever released and discharged the "Released Parties" from the "Released Claims." "Released Parties" mean FMC and any and all of FMC's past and present parents, partnerships, joint ventures, unincorporated entities, subsidiaries, divisions, affiliates and persons and entities directly or indirectly under their control in the past or in the present; FMC's assignors, predecessors, successors and assigns; and any of their past or present employees, shareholders, agents, directors, officers, members, contractors, subcontractors, vendors, attorneys, insurers, accountants, representatives, heirs and the estates of any and all of the foregoing. "Released Claims" mean any and all claims, liens, demands, actions, causes of action, obligations, damages or liabilities of any nature whatsoever that arose during the Class Period, whether legal or equitable or otherwise, that actually were, or could have been, asserted in the Action including those that arise from or relate to any communications, actions or inactions by the Released Parties allegedly in violation of any provision of the Telephone Consumer Protection Act or its implementing regulations or any similar claims under state statutes or the

common law, and any claim arising directly or indirectly out of, or in any way relating to, the claims that actually were, or could have been, asserted in the Action.

Verification

By submitting this Claim and Release Form, I certify 1) that I received one or more marketing calls or voicemails from FMC or on behalf of FMC during the Class Period to which I did not consent; and 2) that I am a Settlement Class Member and that the information I have provided in this Form is true and correct to the best of my information and belief.

By: _____ Date: _____

(Signature of Claimant)
(dd/mm/yyyy)

Contact No.: (____) _____-_____ Email: _____

EXHIBIT C

Somogyi v. Freedom Mortgage Corp. Claims Administrator
PO Box _____
Philadelphia, PA _____

POSTAGE

Legal Notice
Somogyi, et al. v. Freedom Mortgage Corp.
U.S. District Court for the District of New Jersey
Case No. 1:17-cv-06546-RMB-JS

**To: All portfolio clients of defendant
Freedom Mortgage Corp. (“FMC”) in the
United States whose mortgages FMC
serviced and who, during the Class Period
September 1, 2013 through July 22, 2019,
received one or more calls or voicemails
made by or on behalf of FMC to any one or
more of the client’s cellular, voice over
internet protocol (VOIP), residential, or
landline phone numbers (the “Settlement
Class”).**

<<Barcode>>

Class Member ID: <<Refnum>>

Class Member Name
Address
City, ST Zip

Please keep this postcard for future reference.

[BARCODE AREA]

A Settlement has been reach in this class action lawsuit. In this lawsuit, Plaintiffs allege that FMC violated the Telephone Consumer Protection Act ("TCPA") by using an automated telephone dialing system and/or prerecorded voice to place unsolicited telemarketing calls to consumers without their express written consent.

Who is included? The "Settlement Class" includes all portfolio clients of Defendant FMC in the United States whose mortgages FMC serviced and who, during the Class Period September 1, 2013 through July 22, 2019, received one or more calls or voicemails made by or on behalf of FMC to any one or more of the client's cellular, voice over internet protocol (VOIP), residential, or landline phone numbers. For purposes of the Settlement Class, FMC's "clients" means borrowers and co-borrowers, spouses, and successors-in-interest, who shall collectively be deemed one client. Excluded from the Settlement Class are (i) FMC; (ii) any affiliates of FMC; (iii) any employee of FMC or members of their Immediate Family; (iv) those persons who file a timely and valid request to be excluded from the Settlement Class; and (v) and the legal representatives, heirs, successors and assigns of any excluded person or entity. Based on FMC's records, 1,524,198 current or former FMC clients qualify as members of the Settlement Class, although FMC does not concede that any such clients were called by FMC or any FMC vendor in violation of the TCPA or otherwise. FMC's records show your telephone number as belonging to one or more of its own clients. The fact that you are a client of FMC does not entitle you to obtain a recovery from the Settlement. To obtain a recovery from the Settlement, you must be a Settlement Class Member and certify in your Claim Form that, during the Class Period, you received one or more marketing calls or voicemails from FMC or on behalf of FMC to which you did not consent, as provided in the attached Claim Form.

What does the Settlement provide? If approved by the Court, Defendant will pay \$9,500,000 *plus* adopt additional TCPA compliance policies. After deducting attorneys' fees and expenses (no more than one-third of the Settlement Fund, or \$3,166,666.67, and up to \$85,000 in costs), awards of no more than \$15,000 total to the three Class Representatives, and costs of notice and claims administration of up to \$500,000, the Settlement Fund will be divided equally among all Settlement Class Members who submit valid

claims. If any money remains unclaimed, those Settlement Class Members who timely submitted valid claims and cashed their settlement checks may receive a *pro rata* distribution of the remaining money, or if a further distribution is economically infeasible, the remaining money will be donated to a charitable organization as approved by the Court.

If you are a member of the Settlement Class as described above, your legal rights are affected, and you have several options right now. (1) **Submit a Claim:** Return the attached claim form or download a form from the website and mail it postmarked by <<date>>, or submit a claim at www._____.com by <<date>>. (2) **Do nothing:** You will not receive payment and you will be bound by the Court's Orders and give up your right to sue FMC and related persons and entities about the legal claims resolved by the Settlement. (3) **Exclude yourself:** Keep the right to sue FMC about the legal claims involved in this matter, but **you will not receive payment from this Settlement.** Exclusions must mailed, postmarked by <<date>>. (4) **Object/Request to Appear:** Write to the Court and say why you don't like the settlement and/or request permission to speak at the Fairness Hearing by _____. The Court will hold a Fairness Hearing at ____ p.m. on _____, before Judge _____, in Courtroom ____ of the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101 to decide whether to approve the Settlement and requests for fees, costs, and a Service Award. You can get more information about the case and view important case documents at the Settlement website www._____.com or by contacting the Settlement Administrator at _____. The motion for attorneys' fees and costs will be posted on the website after it is filed.

This is **not** a complete description of the proposed Settlement. The complete Settlement Agreement and additional information is available online at www._____.com.

PLACE
STAMP
HERE

TO RECEIVE BENEFITS FROM THIS
SETTLEMENT, YOU MUST PROVIDE ALL
OF THE INFORMATION ON THE CLAIM
FORM ON THE REVERSE SIDE, AND YOU
MUST SIGN THE CLAIM FORM.

YOUR CLAIM FORM MUST BE
SUBMITTED ONLINE BY 11:59 P.M.
EASTERN TIME ON _____, 2020 OR
SENT BY MAIL TO THE ADDRESS TO THE
RIGHT AND POSTMARKED BY
_____, 2020.

Somogyi v. Freedom Mortgage Corp. Claims Administrator
PO Box _____
Philadelphia, PA _____

<<refnum barcode>>

Class Member ID: <<refnum >>

CLAIM FORM

Somogyi, et al. v. Freedom Mortgage Corp., Case No. 1:17-cv-06546-JBS-JS (D.N.J.)

Instructions. Fill out each section of this form and sign where indicated.

Name:	_____	_____	_____
	First Name	M.I.	Last Name
Street Address:	_____		
City:	_____		
State:	_____	Zip Code:	_____ (zip4 optional)
Email (optional):	_____@_____		
Telephone Number:	(____) _____	_____	

Class Member Affirmation: By submitting this Claim Form and checking the box below, I declare that I am a member of the Settlement Class and that the following statement is true (box must be checked to receive payment):

I certify 1) that I received one or more marketing calls or voicemails from FMC or on behalf of FMC during the Class Period to which I did not consent; and 2) that I am a Settlement Class Member and that the information I have provided in this Form is true and correct to the best of my information and belief.

Signature:	_____
Printed Name:	_____
Dated:	____/____/____