

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between plaintiff Rebecca Ashack (“Plaintiff”), for herself and the Settlement Class Members (as defined below), and defendant Caliber Home Loans, Inc. (“Caliber” or “Defendant”). Plaintiff and Defendant are referred to collectively in this Settlement Agreement as the “Parties.”

I. RECITALS

A. Rebecca Ashack filed a lawsuit against Caliber under the caption *Ashack v. Caliber Home Loans, Inc.* No. 1:15-cv-01069-JMS-DML (“Action”). The Action is pending in the United States District Court for the Sothern District of Indiana and is assigned to the Honorable Jane E. Magnus-Stinson. Ms. Ashack asserts claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227(b)(1)(A)(iii).

B. At all times, Defendant has denied and continues to deny all allegations of wrongdoing and liability in this Action and also denies that Plaintiff’s claims are appropriate for class treatment at trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial to it that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant seeks to settle the Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.

C. Class Counsel have investigated the facts and law underlying Plaintiff’s claims. Class Counsel have conducted extensive written discovery, which required Defendant to produce thousands of pages of documents and data. Class Counsel have also deposed employees and officers of Caliber. Class Counsel have thoroughly assessed the strengths and weaknesses of the case.

D. The Parties and their counsel have engaged in extensive and arm’s-length negotiations concerning settlement of the claims asserted in the Action, including participating in

private mediation with Bruce A. Friedman, Esq. of JAMS, an experienced mediator of TCPA class action lawsuits.

E. As a result of the abovementioned efforts of the Parties and their counsel, the Parties entered into this Settlement Agreement. Subject to this Court's approval, this Settlement Agreement will fully and forever resolve, discharge, and release all rights and claims of Plaintiff and the Settlement Class Members (as defined below). In exchange, Defendant agrees to pay \$2,895,000 to create a common fund for the benefit of Plaintiff and the Settlement Class Members. And, Defendant has made changes in its dialing system to abide by certain practices and procedures designed to prevent calls using an automated dialer to cell phone numbers.

F. Plaintiff and her counsel have concluded, based upon their investigation and thorough assessment, and taking into account Defendant's defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, the substantial benefits to be received pursuant to this Settlement Agreement, and that a settlement with Defendant and the terms of this Settlement Agreement are fair and reasonable, as well as in the best interest of Plaintiff and the Settlement Class Members.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Settlement Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. "Approved Claims" means claims that have been timely submitted and approved by the Claims Administrator under the terms of this Settlement Agreement.
2. "Calls" means calls placed by Defendant through the use of an automatic telephone dialing system to a cellular telephone number.
3. "Claims Administrator" means Kurtzman Carson Consultants.

4. “Claim Form” means the claim form to be submitted by Settlement Class Members in order to receive the Settlement Award. “Claim Form” refers to both the electronic form available on the Settlement Website and the .pdf form in substantially the form attached as Exhibit A that may be submitted via U.S. Mail.

5. “Claim Period” means the period of time during which Settlement Class Members must submit a Claim Form in order to be eligible to receive a Settlement Award. The Claim Period will end 60 calendar days following the Settlement Notice Date.

6. “Class Counsel” or “Plaintiff’s Counsel” means the law firms of Terrell Marshall Law Group PLLC, The Frasher Law Firm, P.C., and Saeed & Little, LLP.

7. “Court” means the United States District Court for the Southern District of Indiana.

8. “Effective Date” means the fifth day after the later of the following events:

- a. The Court has entered the Final Approval Order; and
- b. The final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period.

9. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement and to determine the amount of fees and expenses awarded to Class Counsel and the amount of the service award to Plaintiff.

10. “Final Approval Order” means the order and judgment that the Court enters after finally approving the Settlement, substantially in the form attached hereto as Exhibit B.

11. “Notice Plan” means the proposed plan of sending notice to the Settlement Class of the proposed Settlement as set forth in Section VII.3 of this Settlement Agreement.

12. “Objection Deadline” means 60 calendar days from the Settlement Notice Date.

13. “Opt-Out Deadline” means 60 calendar days from the Settlement Notice Date.

14. “Postcard Notice” means the notice postcard that will be sent to Settlement Class Members together with the Claim Form substantially in the form as Exhibit A.

15. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, substantially in the form attached hereto as Exhibit C.

16. “Released Claims” means all claims to be released as set forth in Section XII.2 of this Settlement Agreement.

17. “Released Parties” means Defendant Caliber, as well as any and all of its agents, insurers, shareholders, attorneys, advisors, representatives, successors, predecessors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, financial and other advisors, investment bankers, underwriters, lenders, auditors, investment advisors, and each and all of it and/or their respective executors, successors, assigns, and representatives.

18. “Remaining Settlement Fund” means the amount in the Settlement Fund remaining after the payment of settlement administration expenses, attorneys’ fees, costs, and expenses, and the Service Award as set forth in Section IV.3 below.

19. “Settlement” means the settlement contemplated by this Settlement Agreement.

20. “Settlement Award” means a cash payment that may be available to eligible Settlement Class Members.

21. “Settlement Class” means all persons or entities in the United States who, on or after July 9, 2011 to the date this action is finally approved, received a call to their cellular telephone line through the use of an automatic telephone dialing system or an artificial or prerecorded voice made by or on behalf of Defendant.

22. “Settlement Class Members” means all persons in the Settlement Class who do not request to be excluded from this Settlement.

23. “Settlement Costs” means (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any service award to Plaintiff approved by the Court; (iii) all costs of printing and providing notice to persons in the Settlement Class; (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing settlement payments and Claim Forms and the cost of maintaining a designated post office box

for receiving Claim Forms and the cost of establishing and maintaining the Settlement Website; and (v) the fees, expenses and all other costs of the Claims Administrator.

24. “Settlement Fund” means the total cash sum of \$2,895,000 to be paid by Defendant pursuant to Sections IV.1– IV.4 of this Settlement Agreement.

25. “Settlement Notice” means the notice that will be provided pursuant to Section VII.3 of this Settlement Agreement.

26. “Settlement Notice Date” means the date the Settlement Notices are sent pursuant to the Notice Plan.

27. “Settlement Website” means the website that will be established and maintained by the Claims Administrator as set forth in this Settlement Agreement and which includes detailed information regarding the Settlement that will be downloadable in substantially the form as set forth in Exhibit D.

III. SETTLEMENT TERMS

1. Certification of a Settlement Class. Solely for the purposes of settlement, providing Class Notice and implementing this Settlement Agreement, the Parties agree to conditional certification of the Settlement Class. Preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor is Defendant precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement is not finalized or finally approved. If the Settlement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel or preclusion may be asserted in any litigated certification proceedings in the Action or in any other action. No agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

2. Preliminary Approval: On or before January 20, 2017, Plaintiff will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class and Plaintiff as the Class Representative for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Plan constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Settlement Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a date sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the “Opt-Out and Objection Deadline”); (f) approve the Claim Form and the claims process described herein; (g) pending final determination of whether the Settlement should be approved, bar all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline; and (j) set deadlines for Class Counsel to submit a fee petition, for the Parties to respond to any objections, and for the submission of papers in support of Final Approval.

IV. SETTLEMENT CONSIDERATION

1. Settlement Fund. Defendant shall pay, on behalf of itself and all Released Parties, \$2,895,000 to establish a common fund for the benefit of the Settlement Class. The non-reversionary Settlement Fund includes, without limitation, payment for Approved Claims, expenses for notice and class administration, fees and expenses of Class Counsel, service award to Plaintiff, and any distribution of the Remaining Settlement Fund. Under no circumstances will Defendant and Released Parties have any further payment obligations to Plaintiff, any member of the Settlement Class, the Claims Administrator, or Class Counsel.

2. Distributions to Settlement Class Members. Subject to the claims process set forth in this Settlement Agreement, each Settlement Class Member is entitled to submit one claim. After deducting the Settlement Costs, the remaining amount in the Settlement Fund will be divided *pro rata* amongst claimants who submit Approved Claims (“Settlement Awards”). No amount shall revert to Defendant. Settlement Awards shall be mailed by the Claims Administrator within 30 days after the Effective Date. The Claims Administrator shall mail, by first class mail, a check to each eligible Settlement Class Member receiving a Settlement Award. The Claims Administrator will perform skip tracing and re-mailing, as necessary; all costs of such work will be considered Settlement Costs and deducted from the Fund. Checks will be valid for 120 days from the date on the check.

3. Remaining Settlement Fund Distribution. Settlement checks that remain uncashed more than 120 days after the date on the check will be contributed to the National Alliance to End Homelessness. The distribution shall be made within 180 days of the mailing of the last Settlement check. No amounts shall revert to Defendant.

4. Payment. Within five (5) calendar days after the Effective Date, Defendant will pay to the Claims Administrator \$2,895,000 to establish the Settlement Fund.

a. Prospective Relief. Material to the terms of this Settlement, Defendant agreed to make changes to its dialing system so that it complies with the TCPA. Defendant has represented to Plaintiff that it has made changes to its dialing system so that it complies with the

TCPA and has provided Plaintiff with a statement describing these changes and the new dialing system.

V. SERVICE AWARD TO PLAINTIFF AND ATTORNEYS' FEES AND EXPENSES

1. Payment to Plaintiff. Plaintiff may move the Court for a service award for her time and effort in connection with this Action. Plaintiff will ask the Court to approve a service award in the amount of \$4,500. The Claims Administrator shall issue any approved service award from the Settlement Fund to Class Counsel within ten (10) days after the Effective Date. Class Counsel will then disburse the payment to Plaintiff.

2. Attorneys' Fees. Class Counsel may move the Court for an award of attorneys' fees and expenses, not to exceed one third (33 and 1/3%) of the total Settlement Fund as well as reasonable out-of-pocket costs that Class Counsel have incurred prosecuting this litigation. The award to Class Counsel will be paid from the Settlement Fund. Class Counsel will file any motion for an award of attorneys' fees, costs, and Plaintiff's service award within 30 days of the Notice Date. The Claims Administrator will post Class Counsel's motion for an award of fees, costs, and service award within twenty-four (24) hours after it is filed with the Court. The Claims Administrator shall issue the award of attorneys' fees and expenses from the Settlement Fund to Class Counsel within ten (10) days after the Effective Date.

3. Effect of Lesser Award. If the Court awards a service award to Plaintiff or fees and costs to Class Counsel that are lower than requested, this Settlement Agreement will remain in full force and will continue to be binding on all Parties, including the Settlement Class Members. No funds shall revert to Defendant.

VI. PRELIMINARY APPROVAL

1. Motion for Preliminary Approval. On or before January 20, 2017, Plaintiff will move the Court for entry of a Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class

Counsel as counsel for the Settlement Class and the named Plaintiff as the Class Representative for settlement purposes only; (c) approve the forms of Settlement Notice and find that the Notice Plan constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Settlement Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a date sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class; (f) approve the Claim Form and the claims process described herein; (g) pending final determination of whether the Settlement should be approved, bar all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; and (i) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline.

VII. ADMINISTRATION AND NOTICE

1. Claims Administrator. The Claims Administrator will be mutually selected by the Parties and approved by the Court. The Parties have selected Kurtzman Carson Consultants to be the Claims Administrator. The Claims Administrator shall be responsible for administration of this Settlement. The Claims Administrator will provide updates on a monthly basis to and as requested by the Parties’ counsel.

2. Payment of Administration and Notice. All costs of administering this Settlement will be paid from the Settlement Fund by the Claims Administrator, subject to written approval

by the Parties' counsel. Plaintiff's counsel will provide an estimate of the total administration costs in their preliminary approval papers.

3. Notice Plan. The Claims Administrator shall provide notice as detailed below within thirty (30) calendar days after the issuance of the Preliminary Approval Order:

a. Notice by U.S. Mail. The Claims Administrator will provide individual notice by sending a postcard through U.S. Mail to each Settlement Class Member. The postcard will describe the basic terms of the Settlement, inform Settlement Class Members of key deadlines, including the deadline to submit claims, exclusion requests and/or objections, and refer Settlement Class Members to the Settlement Website. Before sending notice, the Claims Administrator will update Settlement Class addresses using the National Change of Address Database. If a postcard is returned with a forwarding address, the Claims Administrator will re-send the postcard immediately. If a postcard is returned as undeliverable, the Claims Administrator will perform one "skip trace" to locate an updated address. Class Counsel shall be free to provide additional notice of the Settlement, at their own cost.

b. Settlement Website. Within seven (7) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will also establish and maintain the Settlement Website, which will display the operative Complaint; this Settlement Agreement; the Preliminary Approval Order; and a detailed description of the Settlement Agreement, including frequently asked questions. Within twenty-four (24) hours after Class Counsel files a motion for an award of attorneys' fees, costs and service award to Plaintiff, that motion will also be displayed on the Settlement Website. The Settlement Website will allow Settlement Class Members to submit Claim Forms online.

4. CAFA Notice. The Claims Administrator shall prepare and serve timely the Class Action Fairness Act notice required by 28 U.S.C. 1715(b) within ten (10) calendar days after the filing of the motion for preliminary approval.

VIII. CLAIMS PROCESS

1. Claim Form. A Settlement Class Member must submit a Claim Form in order to make a claim, either by mail or online. Claim Forms submitted by mail must be post-marked by the last day of the Claim Period.

2. One Claim Form per Claimant. Each Settlement Class Member is entitled to make only a single claim.

3. Review of Claims. The Claims Administrator will review each claim that is submitted within the Claim Period. If the Claim Form is timely, sets forth the requisite information, is signed (by written or electronic signature), and is not duplicative of a previously approved Claim Form, then the Claims Administrator will approve the Claim Form. The Claims Administrator will provide updates on a monthly basis to and as requested by the Parties' counsel on the number of claims that are denied and approved. Any disputes over the validity of a Claim Form will be promptly presented to and resolved by the Court.

4. Issuance of Payment. The Claims Administrator will issue the settlement payment to each Settlement Class Member with an approved Claim Form within thirty (30) calendar days after the Effective Date.

IX. OPT-OUT PROCESS

1. Opt-Out Requirements. Individuals in the Settlement Class may exclude themselves from the Settlement Class by advising the Claims Administrator in writing no later than the Opt-Out Deadline. All such writings must be signed, and if mailed, must be postmarked no later than the Opt-Out Deadline. All persons in the Settlement Class will be bound by this Settlement and judgments of this Court in this Action unless they exclude themselves in writing by the Opt-Out Deadline.

2. Retention of Opt-Outs. The Claims Administrator will retain a copy of all opt-out requests and will provide copies to the Parties' counsel upon request.

X. OBJECTIONS

1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. The written objection must provide the objector's name, address, cellular telephone number at which the Calls were received, and the reason(s) for the objection.

2. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any member of the Settlement Class who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear and/or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

XI. FINAL APPROVAL

1. Declaration of Notice by Claims Administrator. The Claims Administrator shall provide the Parties' counsel no later than fourteen (14) calendar days prior to the Final Approval Hearing a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

2. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than fourteen (14) calendar days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order. Class Counsel shall file a memorandum addressing any valid objections, and Defendant's counsel may, but are not required to, file an additional memorandum in response. The Parties' responses addressing such objections shall be filed no later than fourteen (14) days prior to the Final Approval Hearing.

3. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of Due Process and Rule 23 of the Federal Rules of Civil Procedure;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Plaintiff and Class Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release in Section XII;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action;
- g. Permanently enjoins each Settlement Class Member from bringing, joining, or continuing to prosecute against the Released Parties any action involving the Released Claims; and
- h. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

XII. RELEASE OF CLAIMS

1. Release. As of the Effective Date, Plaintiff and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve, relinquish, and discharge forever each of the Released Parties from each of the Released Claims as defined below.

2. Released Claims. Released Claims means any claims, whether or not known, arising from the allegations made in this case, up to and including the date of final approval of

the Settlement. Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor on the Effective Date. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiff and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

3. Covenant Not to Sue. Plaintiff and each Settlement Class Member will be deemed to have agreed not to sue any Released Party with respect to any of the Released Claims, or otherwise assist others in doing so, and to have agreed to be forever barred from doing so.

XIII. TERMINATION OF AGREEMENT

1. The Parties' Right to Terminate Settlement. The Parties shall have the right to unilaterally terminate this Settlement Agreement by providing written notice of its election to do so to the other party within fourteen (14) calendar days of any of the following events:

- a. The Court rejects, materially changes or modifies, or declines preliminary or final approval of the Settlement Agreement;
- b. An Appellate Court reverses the Final Approval Order;
- c. The Effective Date does not occur;
- d. A party breaches the terms of this Settlement Agreement prior to the Effective Date; or
- e. Any other ground for termination provided elsewhere in this Settlement Agreement.

XIV. NO ADMISSION OF LIABILITY

1. Denial of Liability. Defendant denies any liability or wrongdoing of any kind in connection with the claims alleged in this Action. Nothing in this Settlement Agreement and none of the acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of wrongdoing or liability in this Action. Nothing in this Settlement Agreement and none of the acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of the truth of any factual allegations in this Action. While Defendant denies any liability, it has concluded that further litigating this Action would be expensive and burdensome on the time and resources of the company. Thus, Defendant has concluded that it is desirable to fully and finally settle this Action.

2. Federal Rule of Evidence 408. Pursuant to Rule 408 of the Federal Rules of Evidence, this Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Settlement Agreement.

XV. GENERAL PROVISIONS

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties.

2. Jurisdiction. This Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.

3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

4. Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.

5. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by an authorized agent of Defendant and Class Counsel, and approved by the Court.

6. No Assignment. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or attempted to do so, any of the claims or causes of action disposed of by this Settlement Agreement.

7. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

8. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve between themselves will be decided by the Court.

9. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Plaintiff and the Settlement Class Members:

TERRELL MARSHALL LAW GROUP PLLC
Jennifer Rust Murray
Email: jmurray@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869

THE FRASHER LAW FIRM, P.C.
Ryan R. Frasher
Email: rfrasher@frasherlaw.com
155 East Market Street, Suite 450
Indianapolis, Indiana 46204

SAEED & LITTLE, LLP
Syed Ali Saeed
Email: ali@sllawfirm.com
1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202

As to Defendant:

PERKINS COIE LLP
David T. Biderman
Email: dbiderman@perkinscoie.com
1888 Century Park East, Suite 1700
Los Angeles, California 90067-1721

AGREED TO AND ACCEPTED:

Dated: January 20, 2017.

By: 

Rebecca Ashack
*Individually and on behalf of the proposed
Settlement Class*

THE FRASHER LAW FIRM, P.C.
Class Counsel

Dated: January _____, 2017.

By: _____
Ryan R. Frasher ISBA #27108-49
Email: rfrasher@frasherlaw.com
155 E. Market St., Suite 450
Indianapolis, Indiana 46204
Telephone: (317) 634-5544
Facsimile: (317) 855-2878

TERRELL MARSHALL LAW GROUP PLLC
Class

Dated: January _____, 2017.

Beth E. Terrell, WSBA #26759
Email: bterrell@terrellmarshall.com
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com
Mary B. Reiten, WSBA #33623
Email: mreiten@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

AGREED TO AND ACCEPTED:

Dated: January _____, 2017.

By: _____
Rebecca Ashack
*Individually and on behalf of the proposed
Settlement Class*

THE FRASHER LAW FIRM, P.C.
Class Counsel

Dated: January 18, 2017.

By:  _____
Ryan R. Frasher ISBA #27108-49
Email: rfrasher@frasherlaw.com
155 E. Market St., Suite 450
Indianapolis, Indiana 46204
Telephone: (317) 634-5544
Facsimile: (317) 855-2878

TERRELL MARSHALL LAW GROUP PLLC
Class Counsel

Dated: January 19, 2017.

By:  _____
Beth E. Terrell, WSBA #26759
Email: bterrell@terrellmarshall.com
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com
Mary B. Reiten, WSBA #33623
Email: mreiten@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

SAEED & LITTLE, LLP
Class Counsel

Dated: January 18, 2017.

By: 

Syed Ali Saeed, #28759-49
Email: ali@slawfirm.com
1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202
Telephone: (317) 721-9214

Caliber Home Loans, Inc.
Defendant

Dated: January _____, 2017.

By: _____
Its: _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
Michael H. Gottschlich, #22688-49
Email: mgottschlich@btlaw.com
Edward M. Smid, #30134-49
Email: edward.smid@btlaw.com
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433

PERKINS COIE LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
David T. Biderman
Email: dbiderman@perkinscoie.com
1888 Century Park East, Suite 1700
Los Angeles, California 90067-1721
Telephone: (310) 788-9900
Facsimile: (310) 788-3399

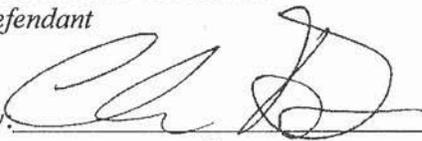
SAEED & LITTLE, LLP
Class Counsel

Dated: January _____, 2017.

By: _____
Syed Ali Saeed, #28759-49
Email: ali@sllawfirm.com
1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202
Telephone: (317) 721-9214

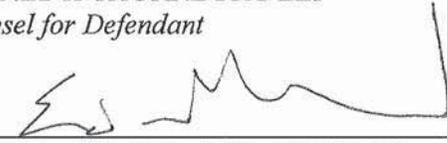
Caliber Home Loans, Inc.
Defendant

Dated: January 19, 2017.

By:  _____
Its: SUP _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January 19, 2017.

By:  _____
Michael H. Gottschlich, #22688-49
Email: mgottschlich@btlaw.com
Edward M. Smid, #30134-49
Email: edward.smid@btlaw.com
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433

PERKINS COIE LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
David T. Biderman
Email: dbiderman@perkinscoie.com
1888 Century Park East, Suite 1700
Los Angeles, California 90067-1721
Telephone: (310) 788-9900
Facsimile: (310) 788-3399

SAEED & LITTLE, LLP
Class Counsel

Dated: January _____, 2017.

By: _____
Syed Ali Saeed, #28759-49
Email: ali@sllawfirm.com
1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202
Telephone: (317) 721-9214

Caliber Home Loans, Inc.
Defendant

Dated: January 19, 2017.

By:  _____
Its: SUP _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
Michael H. Gottschlich, #22688-49
Email: mgottschlich@btlaw.com
Edward M. Smid, #30134-49
Email: edward.smid@btlaw.com
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433

PERKINS COIE LLP
Counsel for Defendant

Dated: January 20, 2017.

By:  _____
David T. Biderman
Email: dbiderman@perkinscoie.com
1888 Century Park East, Suite 1700
Los Angeles, California 90067-1721
Telephone: (310) 788-9900
Facsimile: (310) 788-3399