

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA

Ashack v. Caliber Home Loans, Inc.

Case No. 1:15-cv-01069-JMS-DML

If calls from Caliber Home Loans were directed to your cellular telephone, you could get a payment from a class action settlement.

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

- Caliber Home Loans, Inc. (“Caliber”) has agreed to pay \$2,895,000 into a fund from which eligible persons or entities who file claims will receive cash awards, estimated to be approximately \$70–\$100 per claim.
- The settlement resolves a lawsuit involving allegations that Caliber, or an entity on Caliber’s behalf, called people on or after July 9, 2011 on their cellular telephone lines using an automatic telephone dialing system or artificial or prerecorded voice.
- Court-appointed lawyers for the class (“Class Counsel”) will ask the Court for up to \$900,000 of the fund as fees and to reimburse them for the out-of-pocket expenses they paid to investigate the facts, litigate the case, and negotiate the settlement.
- Caliber denies all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, Caliber does not admit to any wrongdoing and continues to deny the allegations against it.
- The two sides disagree on whether Plaintiff and the class could have won at trial.
- 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 BY APRIL 24, 2017	This is the only way to receive a payment.
EXCLUDE YOURSELF BY APRIL 24, 2017	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Caliber about the legal claims in this case.
OBJECT BY APRIL 24, 2017	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING ON MAY 31, 2017	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The purpose of this Notice is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *Ashack v. Caliber Home Loans, Inc.*, Case No. 1:15-cv-01069-JMS-DML. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What is this lawsuit about?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

Here, the class representative claims that, on or after July 9, 2011, Caliber violated the Telephone Consumer Protection Act (“TCPA”) by making calls to cellular telephones through the use of an automatic telephone dialing system or an artificial or prerecorded voice. The class representative claims that Caliber did not have the recipients’ permission to make these calls.

The Court has certified a class for settlement purposes only (the “Settlement Class”). U.S. District Court Judge Jane E. Magnus-Stinson (the “Court”) is in charge of this class action.

Caliber denies that it did anything wrong, and denies that this case would be certified as a class action in litigation.

THE SETTLEMENT

3. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Caliber. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The class representative and her attorneys think the settlement is best for the Settlement Class.

WHO IS IN THE SETTLEMENT?

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

You are in the “Settlement Class” if, on or after July 9, 2011, you received a call to your cellular telephone line made through the use of an automatic telephone dialing system or artificial or prerecorded voice by or on behalf of Caliber.

The Settlement Class does not include Caliber, any entity that has a controlling interest in Caliber, and Caliber’s current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who validly request exclusion from the Settlement Class, as described under Question 10. A person who does not exclude him or herself is a “Settlement Class Member.”

If you have questions about whether you are part of the Settlement Class, you may call 1-844-510-5942 or visit www.CaliberTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Caliber has agreed to pay \$2,895,000 to be divided among all Settlement Class Members who send in a valid Claim Form after any fees, costs, service awards, and settlement administration expenses have been deducted.

Caliber has also made changes in its dialing system to abide by certain practices and procedures designed to prevent making calls using an automated dialer to cell phone numbers.

6. How much will my payment be?

Your share of the settlement will depend on the number of Claim Forms that Settlement Class Members submit. Class Counsel estimate you will receive approximately \$70–\$100 per claim, but this is only an estimate.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How do I make a claim?

To qualify for payment, you must submit a Claim Form by **April 24, 2017**. There are multiple ways to submit a Claim Form. A Claim Form was mailed to potential Class Members in the form of a postcard notice. Read the instructions on the postcard carefully, fill out the form, sign it, and mail it postmarked no later than **April 24, 2017**. You may also submit a Claim Form online by going to the Settlement Website at www.CaliberTCPASettlement.com and following directions. You also may download a paper Claim Form on the Settlement Website or call the Claims Administrator at 1-844-510-5942. Claim Forms sent by mail must be postmarked by **April 24, 2017**, and mailed to:

Caliber Home Loans Settlement
Claims Administrator
P.O. Box 43458
Providence, RI 02940-9971

8. When will I get my payment?

The Court will hold a hearing on May 31, 2017, to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

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

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you can’t sue, continue to sue, or be part of any other lawsuit against Caliber regarding the TCPA claims that are subject to the settlement. If the settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all “Released Claims” against all “Released Parties.” It also means that all of the Court’s orders will apply to you and legally bind you.

The Settlement Agreement (available at www.CaliberTCPASettlement.com) describes the claims you are releasing (the “Released Claims”) and against whom you are releasing claims (“Released Parties”) in detail, so read it carefully. To summarize, the release includes TCPA claims that arise out of the improper use of an “automatic telephone dialing system” and/or an “artificial or prerecorded voice” to make telephone calls to cellular phones without consent by Caliber or on Caliber’s behalf.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Caliber, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

10. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from the *Ashack v. Caliber Home Loans* settlement. You must sign the letter and include the following statement: “I request to be excluded from the settlement in the Caliber Home Loans action.” Please be sure to include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than **April 24, 2017**, to the following address:

Caliber Home Loans Settlement
Claims Administrator
P.O. Box 43458
Providence, RI 02940-9971

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, 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) Caliber in the future.

11. If I don't exclude myself, can I sue Caliber for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Caliber for the claims that this settlement resolves. If you already have a lawsuit that may relate to the claims being released as part of this class settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **April 24, 2017**.

12. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed Terrell Marshall Law Group PLLC, The Frasher Law Firm, P.C., and Saeed & Little, LLP to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$900,000 to them for attorneys' fees and expenses. This amounts to (1) fees equal to one-third of the \$2,895,000 fund after notice expenses are deducted plus (2) out-of-pocket costs of \$30,000. This payment would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel also will request a service award of \$4,500 for the named Plaintiff to compensate her for her time and effort. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

15. How do I object to the settlement?

If you are a Settlement Class member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Ashack v. Caliber Home Loans, Inc.* You must make your objection in writing and file it with the Court. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class; and (b) include a statement of your specific objections, as well as any documents that you would like the Court to consider. You must file the objection with the Court no later than **April 24, 2017**.

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Clerk of the Court
U.S. District Court for the Southern District of Indiana
Indianapolis Division
46 East Ohio Street, Room 105
Indianapolis, IN 46204

16. What's the difference between objecting and excluding myself from the settlement?

QUESTIONS? CALL 1-844-510-5942 TOLL FREE OR VISIT WWW.CALIBERTCPASETTLEMENT.COM

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the final fairness hearing on **May 31, 2017 at 10:00 a.m.**, before the Honorable Jane E. Magnus-Stinson at the United States District Court for the Southern District of Indiana, Indianapolis Division, 46 East Ohio Street, Room 307, Indianapolis, Indiana 46204. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the class representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, www.CaliberTCPASettlement.com.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

19. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you filed an objection (*see* Question 15, above) and intend to appear at the hearing, you must state your intention to do so. To speak, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Ashack v. Caliber Home Loans, Inc.*, Case No. 1:15-cv-01069-JMS-DML." Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be received at the address in Question 15, no later than **May 19, 2017**. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But, 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 Caliber about the legal issues released in this case.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.CaliberTCPASettlement.com. You can also get a copy of the Settlement Agreement by writing to Jennifer Murray, Terrell Marshall Law Group PLLC, 936 North 34th Street, Suite 300, Seattle, Washington 98103.

22. How do I get more information?

You can call 1-844-510-5942 toll free; write to Caliber Home Loans Settlement, Claims Administrator, P.O. Box 43458, Providence, RI 02940-9971; or visit the website at www.CaliberTCPASettlement.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a member of the Settlement Class. You also may write to Terrell Marshall Law Group PLLC, 936 North 34th Street, Suite 300, Seattle, Washington 98103.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.