IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

TONIA WILLIAMS and BEVERLY DANTZLER, *on behalf of themselves and all others similarly situated*, Plaintiffs, v. PHH MORTGAGE CORPORATION d/b/a PHH MORTGAGE SERVICES, Defendant.	Civil Action No. 3:25-cv-00144-KDB-UMJ

DECLARATION OF RYAN ALDRIDGE REGARDING IMPLEMENTATION OF NOTICE PROGRAM AND VERIFICATION OF COMPLIANCE WITH NOTICE PROCEDURES

I, Ryan Aldridge, hereby declare and verify as follows:

1. I am a Partner with the Court-appointed Settlement Administrator, Eisner Advisory Group LLC ("EisnerAmper"). EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this Declaration. [1]

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our partners.

3. As the duly appointed Settlement Administrator, I verify compliance with the Notice requirements contained in the Settlement Agreement and the Court's Preliminary Approval Order.

[1] Unless otherwise indicated, all capitalized terms have the same meaning assigned to them in the Settlement Agreement.

I. BACKGROUND

4. ***Preliminary Approval.*** On February 4, 2026, the Court entered its order preliminarily approving the Stipulation of Settlement and Release (the "Settlement") and the appointment of Eisner Advisory Group LLC ("EisnerAmper") to serve as the Settlement Administrator. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

5. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement and the Court's Preliminary Approval Order.

II. CLASS NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EisnerAmper maintains a database of 95,983 unique Settlement Class Members ("Settlement Class List") that was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from PHH's Counsel on February 18, 2026, consisting of 105,534 Class Loan records across the three Settlement Classes. After consolidating and de-duplicating the data to account for 9,551 loans that fell within more than one Settlement Class, EisnerAmper determined that the Settlement Class List consisted of 95,983 unique Settlement Class Member records to which Notice should be issued in accordance with the Settlement Agreement. Of the 95,983 unique records 85,530 contained an email address and 95,983 contained a mailing address sufficient to attempt notice. Across all class designations, the data includes 77,517 FDCPA Class Loans, 20,612 California Class Loans, and 7,405 North Carolina Class Loans.

7. ***Email Notice.*** Before sending the Email Class Notice, EisnerAmper performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. That process included deduplication, syntax validation, misspelled domain detection and

correction, domain validation, and risk validation. Email addresses associated with 83,008 Settlement Class Member records passed the hygiene and verification process. In sending the email notice, EisnerAmper followed standard email best practices, including utilizing "unsubscribe" links and the Settlement Administrator contact information. On or before March 4, 2026, in accordance with the Preliminary Approval Order, EisnerAmper caused the Email Class Notice to be sent to the 83,008 email addresses for Settlement Class Members that passed the hygiene and verification process. The Email Class Notice was successfully delivered to 80,620 Settlement Class Member records. A true and correct copy of the Email Class Notice is attached hereto as **Exhibit A**.

8. ***Mail Notice.*** EisnerAmper coordinated and caused the Postcard Class Notice to be mailed via U.S. First-Class Mail to Settlement Class Members for whom (a) an email address was not available or did not pass the verification process, or (b) an Email Class Notice was not successfully delivered, and for whom a mailing address was available from the class data. The Postcard Class Notice included the web address to the Settlement Website for access to additional information, a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, the date and time of the Fairness Hearing, and identify the Settlement Class or Classes for which the receipt is a member. A true and correct copy of the Postcard Class Notice is attached hereto as **Exhibit B**.

9. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the ZIP code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

10. ***Mail Notice Delivery.*** On or before March 4, 2026, in accordance with the Preliminary Approval Order, EisnerAmper caused the Postcard Class Notice to be mailed by U.S. First-Class Mail

to a total of 12,930 Settlement Class Member records. EisnerAmper also executed supplemental mailings to 2,433 Settlement Class Member records for which the initial Postcard Class Notice or Email Class Notice was returned as undeliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip-trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 15 below.

11. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box (the "P.O. Box") for the Settlement Program:

PHH Settlement Administrator
P.O. Box 1468
Baton Rouge, LA 70821

The P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit exclusion requests and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Settlement Website.*** On March 4, 2026, EisnerAmper published the Settlement Website, www.WilliamsPHHSettlement.com. Visitors to the Settlement Website can download the Long Form Class Notice, the Settlement Agreement and its exhibits, the Operative Complaint, the Preliminary Approval Order, Plaintiffs' motion for attorneys' fees, expenses and service awards, and other relevant documents. Visitors to the Settlement Website are also able to elect electronic payment, submit address updates electronically, find answers to frequently asked questions (FAQs), review important dates and deadlines, and obtain contact information for the Settlement Administrator and Class Counsel. A true and correct copy of the Long Form Class Notice posted on the Settlement Website is attached hereto as

Exhibit C. As of May 25, 2026, the Settlement Website has received 11,939 unique visitors and 23,375 page views.

13. ***Toll-Free Number.*** EisnerAmper established a toll-free telephone number, 1-844-329-3048 (the "Toll-Free Number"), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response ("IVR") system that provides important Settlement information and offers the ability to leave a voicemail message to address specific requests or issues. The Toll-Free Number appears in all Notices and in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. As of May 25, 2026, EisnerAmper has received 1,813 calls regarding the Settlement.

14. ***Email Support.*** EisnerAmper established an email address, info@WilliamsPHHSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

III. NOTICE PROGRAM REACH

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to all 95,983 unique Settlement Class Members. As of May 25, 2026, the Notice Program reached a total of 94,473 (98.43%)[2] Settlement Class Members. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

Table 1: Direct Notice Program Dissemination & Reach

Description	Volume of Class Members	Percentage of Class Members
Settlement Class Members	95,983	100.00%
Email Notice		
(+) Total Email Notices Sent	83,008	86.48%
(–) Total Email Notices Bounced/Undeliverable	(2,388)	2.49%

[2] For purposes of this Declaration, a Settlement Class Member record is considered "reached" by direct Notice if an Email Class Notice or Postcard Class Notice sent to the Settlement Class Member has not been returned by the recipient email server or USPS as undeliverable, or, if returned as undeliverable, a subsequent Postcard Class Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned as undeliverable.

(=) Received Email Notice	**80,620**	**83.99%**
Postcard Notice		
(+) Total Notices Mailed	12,930	13.47%
(–) Total Postcards Returned/Undeliverable	(1,184)	1.23%
Supplemental Postcard Mailing		
(+) Total Notices Remailed	2,433	2.53%
(–) Total Remails Returned/Undeliverable	(326)	0.34%
(=) Received Postcard Notice	**13,853**	**14.43%**
Total Direct Notices Received by Class	**94,473**	**98.43%**

IV. DIRECT PAYMENTS

16. ***Automatic Settlement Payments.*** The Settlement Agreement directs that Settlement Class Members receive a Settlement Payment without submitting a claim. No claim form is required to participate in the Settlement. Settlement Class Members who do not exclude themselves from the Settlement will receive their Individual Allocation by check at the mailing address used for Notice unless they make arrangements with the Settlement Administrator to receive electronic payment through the Settlement Website. As of May 25th, 2,563 Settlement Class Members have elected to receive an electronic payment.

17. ***Payment Calculation and Distribution.*** PHH has agreed to create three Settlement Funds of $500,000 each: the FDCPA Settlement Fund, the California Settlement Fund, and the North Carolina Settlement Fund, for an aggregate Settlement amount of $1,500,000. After deduction of any Court-approved attorneys' fees and expenses, Service Awards, and any Costs of Administration that exceed the amount paid by PHH separate and apart from the Settlement Funds, each Settlement Fund will be distributed on a loan-by-loan basis to the Settlement Class Members within the applicable Settlement Class. Any Class Loan that qualifies for more than one Settlement Class will receive an Individual Allocation from each applicable Settlement Fund. Final payment amounts will be calculated by EisnerAmper following final approval based on the Court's rulings and the final composition of the

Settlement Class. As of May 25, 2026, assuming the Court awards the full amount of requested Attorneys' Fees and Expenses and Service Awards, the current estimated payment per loan is $4.25 in the FDCPA Class, $16.01 in the California Class, and $44.57 in the North Carolina Class.

V. EXCLUSIONS AND OBJECTIONS

18. ***Exclusions (Opt-Outs) Received.*** The deadline for Settlement Class Members to request exclusion from the Settlement expired on May 5, 2026. As of May 25, 2026, EisnerAmper has received twenty-two (22) exclusion requests from Settlement Class Members on or before the exclusion deadline. EisnerAmper also received one (1) additional exclusion request via email on May 6, 2026, after the Court-ordered exclusion deadline. A list of all twenty-three (23) Settlement Class Members who requested exclusion from the Settlement Class, with the one request emailed on May 6, 2026 noted separately as late, is attached as **Exhibit D**.

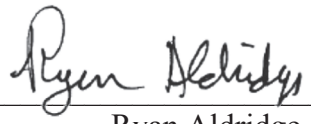
19. ***Settlement Objections.*** The deadline to object to the Settlement expired on May 5, 2026. As of the date of this Declaration, EisnerAmper has not received any objections from Settlement Class Members and, based on information provided by Class Counsel, is not aware of any objections having been filed with the Court.

VI. NOTICE AND ADMINISTRATION COSTS

20. ***Costs of Notice Program.*** The Settlement Agreement provides that PHH will pay Costs of Administration up to $200,000 separate and apart from the Settlement Funds, with any Costs of Administration exceeding $200,000 to be paid from the Settlement Funds. At this time, EisnerAmper does not anticipate that Costs of Administration will exceed the $200,000 cap paid by PHH.

VII. CERTIFICATION

I, Ryan Aldridge, declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 26th day of May, 2026, in Baton Rouge, Louisiana.



Ryan Aldridge

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

A class action settlement may affect your rights if you received a notice of default from PHH on or after January 14, 2021

A federal court authorized this notice. This is not a solicitation from a lawyer. You can obtain additional information about your rights under the Settlement and the full notice of the proposed settlement by visiting www.WilliamsPHHSettlement.com, or calling the Settlement Administrator at 1-844-329-3048, or Class Counsel at 1-919-600-5000 (Scott C. Harris) or 1-919-526-0450 (Edward H. Maginnis)

A settlement has been reached in a class action lawsuit alleging that PHH Mortgage Corporation's ("PHH") Notices of Default violated the federal Fair Debt Collection Practices Act ("FDCPA") and certain state laws. As part of the Settlement, PHH has agreed to resolve claims concerning its Notices of Default of three Settlement Classes, defined as follows:

> **FDCPA Class:** All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.
>
> **California Class**: All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.
>
> **North Carolina Class**: All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025.
>
> ***PHH's records indicate that you are a member of the [INSERT] Class, for Class Loan ending in [[LAST4LOAN#]]***

What the Settlement Class Members are getting: PHH has agreed to create three separate settlement funds of $500,000 each, one for each Settlement Class. Each Settlement Fund will be distributed on a loan-by-loan basis to the Settlement Class Members within the applicable Settlement Class (after first deducting any fees, expenses or service awards that the Court awards Plaintiffs and the attorneys representing the Settlement Class, and any administration fees that may be applied to the Settlement Funds). FDCPA Class Members will receive an allocation from the $500,000 FDCPA Settlement Fund; California Class Members

will be entitled to an allocation from the $500,000 California Settlement Fund; and North Carolina Class Members will be entitled to an allocation from the $500,000 North Carolina Settlement Fund.

What the Settlement Class Members are giving up: In return for the relief that PHH is providing, Settlement Class Members are deemed to have agreed to **release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH during the applicable time period for each Settlement Class.**

HOW CAN I GET PAYMENT? You do not need to take any action to share in the relief offered by the Settlement. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief to the address on file for your loan. Should you wish to receive your allocation electronically, please visit the Settlement Website at www.WilliamsPHHSettlement.com.

WHAT ARE MY OTHER OPTIONS?

You can exclude yourself: If you do not want to be bound by the Settlement, you must exclude yourself by **May 5, 2026**. Please review Section 11 of the full class notice for more information about how to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval by the Court, you will remain a member of the Settlement Class, you will receive your individual allocation of the applicable Settlement Fund(s), and you will be bound by the Settlement, including the release of claims against PHH.

You can object: You alternatively may object to the Settlement by **May 5, 2026**. Section 16 of the full class notice explains what you need to do to object to the settlement. You cannot exclude yourself and also object. The Court will hold a hearing on **June 9, 2026** beginning at **9:30 a.m. EDT**, to consider whether to finally approve the Settlement, as well as any request for attorneys' fees by Class Counsel (the "Fairness Hearing").

For more information, please visit the Settlement Website at www.WilliamsPHHSettlement.com, at which you may download a complete copy of Settlement Agreement and full notice. *Please read this notice and the full notice carefully because your legal rights may be affected whether you act or don't act.*

Exhibit B

A settlement has been reached in a class action lawsuit alleging that PHH Mortgage Corporation's ("PHH") Notices of Default violated the federal Fair Debt Collection Practices Act ("FDCPA") and certain state laws. PHH has agreed to resolve claims concerning its Notices of Default of the following three Settlement Classes:

FDCPA Class: All borrowers on residential mortgage loans secured by mortgaged property in the U.S. (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between 12/18/22 and 12/15/25.

California Class: All borrowers on residential mortgage loans secured by mortgaged property in California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between 12/18/22 and 12/15/25.

North Carolina Class: All borrowers on residential mortgage loans secured by mortgaged property in North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between 1/14/21 and 12/15/25.

PHH's records indicate that you are a member of the [ClassDesignation] [and] [2ndClassDesignation] Class.

PHH has agreed to create three separate Settlement Funds of $500,000 each, one for each Settlement Class. Each Settlement Fund will be distributed on a loan-by-loan basis to the Settlement Class Members (after first deducting any fees, expenses or service awards awarded Plaintiffs and the attorneys representing the Settlement Class, and any administration fees that may be applied to the Settlement Funds). You do not need to take any action to share in Settlement Relief. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief at this same mailing address. Should you wish to receive your allocation electronically, please visit the Settlement Website at www.WilliamsPHHSettlement.com. If you do not exclude yourself from the Settlement, you will be deemed to have agreed to **release any claims that you may have against PHH that relate to any Notice of Default sent during the applicable time period**.

If you do not want to be bound by the Settlement or receive your share of the relief, you must exclude yourself by **May 5, 2026**. Section 11 of the full class notice explains how to exclude yourself. You alternatively may object to the Settlement by **May 5, 2026**. Section 16 of the full class notice explains how to object. You cannot exclude yourself and also object. The Court will hold a hearing on **June 9, 2026, beginning at 9:30 a.m. EDT** to consider whether to finally approve the Settlement, as well as any request for attorneys' fees and expenses made by Class Counsel. For more information, please visit www.WilliamsPHHSettlement.com, at which you may download a complete copy of the Settlement Agreement and the full class notice. *Please read this notice and the full notice carefully because your legal rights may be affected whether you act or don't act.*

PHH Settlement Administrator
P.O. Box 1468
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

A class action settlement may affect your rights if you received a Notice of Default from PHH since January 14, 2021.

For more information on the proposed settlement, including to learn how to object or to exclude yourself, please visit www.WilliamsPHHSettlement.com or contact the Settlement Administrator at 1-844-329-3048.

ELECTRONIC SERVICE REQUESTED

[SETTLEMENTCLAIMID#]
[FIRST NAME] [LAST NAME]
[CO1_MORTGAGOR_NAME]
[ADL_CO2_BORR_NAME]
[ADL_CO3_BORR_NAME]
[ADL_CO4_BORR_NAME]
[ADL_CO5_BORR_NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]

FE40

Postal Service: Do Not Mark or Cover Barcode

Exhibit C

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA

A class action settlement may affect your rights if you received a notice of default from PHH on or after January 14, 2021

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

A settlement of $1,500,000 has been reached in a class action lawsuit alleging that the Notices of Default that PHH Mortgage Corporation d/b/a PHH Mortgage Services ("PHH") sent to borrowers who were behind on their monthly mortgage payments violated the Fair Debt Collection Practices Act ("FDCPA"), California's Rosenthal Act, the North Carolina Debt Collection Act ("NCDCA"), and the North Carolina Collection Agency Act ("NCCAA"). Plaintiffs Tonia Williams and Beverly Dantzler have alleged that PHH's Notices of Default contained false threats that PHH would immediately accelerate and foreclose upon mortgaged loans if the default was not cured by the stated deadline when, according to Plaintiffs, PHH did not intend and legally could not accelerate or foreclose until such loans became at least 120 days delinquent. PHH denies Plaintiffs' allegations and that it did anything wrong, and the Court has not decided who is right. PHH, and the Plaintiffs, Tonia Williams and Beverly Dantzler (together with PHH, the "Parties"), agreed to enter into this Settlement to avoid the uncertainties, delays, and expenses of ongoing litigation, while providing class members with definite benefits now. **The purpose of this notice is to inform you of the class action and the proposed Settlement so that you may decide whether to participate, opt out, or object.**

QUICK SUMMARY OF SETTLEMENT

WHO'S INCLUDED? PHH's records indicate that you may be a member of the "Settlement Class" at issue in this case, or in other words, you may be a "Settlement Class Member." The "Settlement Class" includes each of the following:

The FDCPA Class: All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.

The California Class: All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025.

The North Carolina Class: All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025.

WHAT ARE THE SETTLEMENT TERMS?

What the Settlement Class Members are getting: PHH has agreed to create three separate settlement funds, each with a value of $500,000 and with an aggregate combined value of $1,500,000 (the "Settlement Funds"), which will be distributed to Settlement Class Members (after first deducting any

fees, expenses or service awards that the Court awards Plaintiffs and the attorneys representing the Settlement Class ("Class Counsel")). The Settlement Funds will be distributed on a loan-by-loan basis.

FDCPA Class Members will be entitled to an allocation from the FDCPA Settlement Fund, California Class Members will be entitled to an allocation from the California Settlement Fund, and North Carolina Class Members will be entitled to an allocation from the North Carolina Settlement Fund. Individual allocations from each Settlement Fund will be calculated as explained in Section 6, below.

What the Settlement Class Members are giving up: In return for the relief that PHH is providing, Settlement Class Members are deemed to have agreed to the following:

- **The California Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any California Class Members on California Class Loans during the period from December 18, 2022 through and including December 15, 2025. "California Class Loans" means the residential mortgage loans of California Class Members which qualify them for membership in the California Class as defined above;** and

- **The FDCPA Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any FDCPA Class Members on FDCPA Class Loans during the period from December 18, 2022 through and including December 15, 2025. "FDCPA Class Loans" means the residential mortgage loans of FDCPA Class Members which qualify them for membership in the FDCPA Class as defined above;** and

- **The North Carolina Class will release any claims that they may have against PHH that relate to or arise out of any Notice of Default sent by PHH to any North Carolina Class Members on North Carolina Class Loans during the period from January 14, 2021 through and including December 15, 2025. "North Carolina Class Loans" means the residential mortgage loans of North Carolina Class Members which qualify them for membership in the North Carolina Class as defined above.**

This is only a simplified summary of the claims being released as part of the Settlement. See Section 10 for a more complete explanation of the claims being released.

HOW CAN I GET PAYMENT? You do not need to take any action to share in the relief offered by the Settlement. So long as you do not exclude yourself, you will be mailed a check with your allocation of the settlement relief at this same mailing address. Should you wish to receive your allocation electronically, please visit the Settlement Website at www.WilliamsPHHSettlement.com. If you have moved since January 14, 2021, you may notify the Settlement Administrator of your new mailing address by filling out a contact information update form on the Settlement Website or by emailing info@WilliamsPHHSettlement.com.

WHAT ARE MY OTHER OPTIONS?

You can exclude yourself: If you do not want to be bound by the Settlement, you must exclude yourself by **May 5, 2026**. Section 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval by the Court, you will remain a member of the Settlement Class, you will receive your individual allocation of the applicable Settlement Fund(s), and you will be bound by the Settlement, including the release of claims against PHH.

You can object: You alternatively may object to the Settlement by **May 5, 2026**. Section 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on **June 9, 2026,** beginning at **9:30 a.m. EDT,** to consider whether to finally approve the Settlement, as well as any request for attorneys' fees by class counsel (the "Fairness Hearing"). If you object, Section 20 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound and thus cannot file an objection and cannot speak at the Fairness Hearing.

The chat below provides a quick reference guide to the relevant deadlines and legal rights for Settlement Class Members:

YOUR LEGAL RIGHTS AND OBLIGATIONS	
DO NOTHING	You will remain a member of the Settlement Class, your claims against PHH arising from PHH's Notices of Default sent during the relevant time period will be released, and you will automatically receive your share of the settlement relief by check. (You may elect to receive your share of the settlement relief electronically on the Settlement Website.)
EXCLUDE YOURSELF FROM THE SETTLEMENT BY May 5, 2026	You will receive no payment from the Settlement, but you also will not be bound by the Settlement release. This is the only option that allows you to be a part of any other lawsuit against PHH arising from PHH's Notices of Default sent during the relevant time period.
OBJECT BY May 5, 2026	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable. You may not object to the Settlement if you exclude yourself from it. If you wish to personally appear at the Fairness Hearing to voice your objection, you must say so in your objection.
FILE A NOTICE OF INTENTION TO APPEAR AT FAIRNESS HEARING BY May 5, 2026	If you retain counsel and you wish your counsel to appear at the Fairness Hearing to voice any concerns you may have about the Settlement, your counsel must file a Notice of Intention to Appear with the Court by **May 5, 2026**.

The rest of this Notice provides you with a more detailed summary of the Settlement, and also more fully describes your legal rights and options. For even more information, please visit www.WilliamsPHHSettlement.com (the "Settlement Website"), at which you may download a complete copy of the "Joint Stipulation of Settlement and Release" (together with all attached exhibits, the "Settlement Agreement"). *Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don't act.*

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT

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

WHAT YOU CAN GET UNDER THE SETTLEMENT

6. What relief does the Settlement provide?
7. How can I get such relief?
8. When would I get such relief and how would it be distributed to me?
9. Will the Settlement have any tax consequences on me?
10. Am I giving up anything by remaining in the Settlement Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement Class?
12. If I don't exclude myself, can I sue PHH later for the same thing?
13. If I exclude myself, can I get anything from this Settlement?

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?
15. How will Class Counsel be paid?

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?
17. What's the difference between objecting and excluding myself?

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to come to the Fairness Hearing?
20. May I speak at the Fairness Hearing?

IF YOU DO NOTHING

21. What if I do nothing?

GETTING MORE INFORMATION

22. Where can I get additional information?

BASIC INFORMATION

1. Why did I get this Notice?

If you received an Email or Postcard Class Notice directing you to the Settlement Website, then, according to PHH's records, you may be a member of the above-referenced Settlement Class, meaning you may be a member of the FDCPA Class, the California Class, or the North Carolina Class.

The Court ordered this Notice because you have a right to know about a proposed Settlement of a class action lawsuit of which you may be a member. The lawsuit is *Williams et al. v. PHH Mortgage Corporation*, case number 3:25-cv-00144-KDB-UMJ, pending in the United States District Court for the Western District of North Carolina (the "Action"). This Notice describes the lawsuit, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement, the full terms of which are available for review at www.WilliamsPHHSettlement.com. If there is any conflict between this Notice and the Settlement (as set forth in the Settlement Agreement), the Settlement governs. You should review the Agreement before deciding what to do. Please share this Notice with any co-borrower(s) on your loan(s).

2. What is this lawsuit about?

In this lawsuit, Plaintiffs allege that PHH violated the FDCPA, the Rosenthal Act, the NCDCA, and/or the NCCA by sending Notices of Default to borrowers. As alleged by Plaintiffs, PHH's Notices of Default contained false threats that PHH intended to immediately accelerate and foreclose upon their loans if they did not cure their default by the deadline stated in the notices, when, according to Plaintiffs, PHH did not intend and legally could not accelerate and foreclose until their loans became at least 120 days delinquent (which generally was about 30 days beyond the Notice of Default deadline). These same allegations were made in a related case involving Plaintiff Dantzler, which is styled *Beverly Dantzler v. PHH Mortgage Corporation d/b/a PHH Mortgage Services*, No. 2:23-cv-10562-SRM (C.D. Cal.).

PHH denies that it did anything wrong and contends that its Notices of Default contain inherently unthreatening conditional language that was required by the borrowers' mortgage documents. Consistent with PHH's position, two other courts have concluded that PHH's Notices of Default, when read as a whole, cannot reasonably be understood to have threatened imminent legal action, and therefore do not violate the FDCPA. But the Court here has not ruled on Plaintiffs' claims.

Section 1692k of the FDCPA provides that prevailing plaintiffs may recover actual damages, if any, sustained as a result of a defendant's violation of the FDCPA, along with the costs of the action and a reasonable attorney's fee as determined by the court. In the case of class actions, members of a prevailing class may also *share in* a classwide statutory damage award of *up to* the lesser of $500,000 or 1 per centum of the net worth of the debt collector.

This Settlement is a compromise of these and other potential claims described in the Settlement, as explained in Section 10 below. Meanwhile, this Notice is only a partial summary of the details of this Action and the Settlement. Section 22 of this Notice explains how you may obtain more information about the claims in this Action and PHH's response to those claims. You can also visit www.WilliamsPHHSettlement.com to review Plaintiffs' operative complaint, the Parties' proposed Settlement, and other documents related to this Action.

3. Why is this lawsuit a class action?

In a class action, one or more people, called class representatives (here Plaintiffs Beverly Dantzler and Tonia Williams), sue on behalf of all other people who have similar claims. Together, all of these people are called a class, and the persons in it are called class members. In a class action, one court resolves the claims of all class members, except for those who ask in writing to be excluded from the class. The Honorable Kenneth D. Bell of the United States District Court for the Western District of North Carolina is in charge of all aspects of this case, and has already given preliminarily approval to the Settlement. Because the Settlement will determine the rights of the Settlement Class, the Parties must send Settlement Class Members notice of the settlement and give them an opportunity to opt out or object before the Court decides whether to grant final approval of the Settlement.

The Court has conditionally certified each Settlement Class for settlement purposes only. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section 11 of the Settlement Agreement, the Settlement will become void, the Settlement Classes will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Classes.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or PHH would win this case. Instead, both sides agreed to the Settlement before any judgment was entered in the case. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a trial and possible appeals, while providing Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiffs and Class Counsel believe the Settlement is in the best interests of the Settlement Class because it offers significant relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against PHH to exclude themselves from the Settlement Class.

WHO IS IN THE SETTLEMENT

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

The Court decided that everyone who fits either one or more than one of the following descriptions is a member of the Settlement Class:

The FDCPA Class: All borrowers on residential mortgage loans secured by mortgaged property in the United States (1) whose mortgage loans were serviced by PHH, (2) to which PHH acquired servicing rights when such loans were 30 or more days delinquent on their loan payment obligations, and (3) to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the FDCPA Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

The California Class: All borrowers on residential mortgage loans secured by mortgaged property in the State of California whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between December 18, 2022 and December 15, 2025. Excluded from the California Class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

The North Carolina Class: All borrowers on residential mortgage loans secured by mortgaged property in the State of North Carolina whose loans were serviced by PHH, and to whom, according to PHH's records, one or more Notices of Default were sent between January 14, 2021 and December 15, 2025. Excluded from the North Carolina class are (a) PHH's board members and executive level officers; and (b) the federal district and magistrate judges assigned to this Action, along with persons within the third degree of relationship to them.

As noted in Section 1, if the Email or Postcard Class Notice was addressed to you, then according to PHH's records, you are a member of either the FDCPA Class, the California Class, or the North Carolina Class (or some combination of the FDCPA Class and either the California or North Carolina Class). Therefore, you will be a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as described in Section 11 of this Notice. **The Email or Postcard Class Notice that was sent to you states in which Settlement Class you are, according to PHH's records.**

WHAT YOU CAN GET UNDER THE SETTLEMENT

6. What relief does the Settlement provide?

PHH has agreed to create three Settlement Funds, the FDCPA Settlement Fund, the California Settlement Fund, and the North Carolina Settlement Fund, each with a value of $500,000.

If the Settlement obtains final approval, the Settlement Funds shall first be applied on an equal basis from each Settlement Fund to pay any Costs of Administration that exceed $200,000. PHH has agreed to separately pay Costs of Administration up to $200,000.

The Settlement Funds shall then be applied on an equal basis from each Settlement Fund to pay any Attorneys' Fees and Expenses and any Service Awards that may be approved by the Court.

Following the payment of any Costs of Administration that exceed $200,000 or any such Attorneys' Fees and Expenses and Service Awards, the remaining balances of the Settlement Funds will be distributed as Individual Allocations to Settlement Class Members.

Individual Allocations to Settlement Class Members shall be calculated as follows:

California Settlement Fund: After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the California Settlement Fund, all California Class Loans shall receive an equal allocation of the remaining balance of the California Settlement Fund, payable jointly to all borrowers on each such loan.

FDCPA Settlement Fund: After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the FDCPA Settlement Fund, all FDCPA Class Loans shall receive an equal allocation of the remaining balance of the FDCPA Settlement Fund, payable jointly to all borrowers on each such loan.

North Carolina Settlement Fund: After first deducting any Costs of Administration, Attorneys' Fees and Expenses, and Service Awards allocated to the North Carolina Settlement Fund, all North Carolina Class Loans shall receive an equal allocation of the remaining balance of the North Carolina Settlement Fund, payable jointly to all borrowers on each such loan.

For the avoidance of doubt, any Class Loan that meets more than one Class Loan definition (i.e., a loan that meets both the FDCPA Class Loan and California Class Loan definitions or a loan that

meets both the FDCPA Class Loan and North Carolina Class Loan definitions) shall receive an Individual Allocation from each applicable Settlement Fund.

The actual amount that each Settlement Class Member will receive as an Individual Allocation will ultimately depend on a variety of factors, including the delinquency of the Class Loan at the time that PHH began servicing the loan, whether the member was sent a Notice of Default in the relevant time period, the number of Potential Settlement Class Members who decide to opt out of each Settlement Class, and whether and in what amounts the Court will approve any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs.

7. How can I get such relief?

If you are a member of the Settlement Class, then as long as you do not exclude yourself from the Settlement Class, you will automatically receive an Individual Allocation by check mailed to the mailing address that PHH has on file for you, and you do not need to take any further action in order to receive that Individual Allocation. If your mailing address has changed since January 14, 2021, however, you may wish to notify the Settlement Administrator of your current mailing address by contacting the Settlement Administrator at 1-844-329-3048, or info@WilliamsPHHSettlement.com. This will help ensure that your Individual Allocation is mailed to the correct address. In addition, if you would like to receive your Individual Allocation via electronic distribution, then please visit the Settlement Website at www.WilliamsPHHSettlement.com, where you will be able to make such arrangements.

8. When would I get such relief and how will it be distributed to me?

As described in Section 18 of this Notice, the Court will hold a Fairness Hearing on **June 9, 2026, at 9:30 a.m. EDT**. to decide whether to grant final approval to the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time—sometimes more than a year. Finally, it is possible that this Settlement may be terminated for other reasons, such as those set forth in Section 11 of the Settlement Agreement (available for review at www.WilliamsPHHSettlement.com). Please be patient.

The "Final Settlement Date," as defined in the Settlement, is the day the order finally approving the Settlement becomes either final and non-appealable or any appeals have been resolved in favor of the Settlement. Individual Allocations are expected to be distributed within 75 days of the Final Settlement Date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

Individual Allocations will be paid by a check mailed to you, made payable jointly to all borrowers of record on your Class Loan, and addressed to the mailing address of record on your Class Loan. However, as noted in Section 7, if you would like to receive your Individual Allocation via electronic distribution, then please visit the Settlement Website at www.WilliamsPHHSettlement.com, where you will be able to make such arrangements.

NOTE: All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you and any co-borrowers on your Class Loan of the right to receive Individual Allocation relief. Individual Allocation relief that remains unclaimed or undeliverable 300 days after the Final Settlement Date despite reasonable efforts to locate you will be donated and paid to the Asheville, North Carolina chapter of Habitat for Humanity.

9. Will the Settlement have any tax consequences on me?

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of an Individual Allocation.

10. Am I giving anything up by remaining in the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class, and that means that if the Settlement is given final approval and reaches the Final Settlement Date then you:

> (i) shall be deemed to have, and by operation of the Final Order and Judgment, shall have, fully, finally, and forever waived, released, relinquished, remised, acquitted, and discharged to the fullest extent permitted by law all Released Claims against each and all of the Released Persons; (ii) shall forever be barred and enjoined from commencing, instituting, prosecuting, or participating in any fashion in any and all claims, causes of action, suits, or any other proceeding in any court of law or equity, arbitration tribunal, or other forum of any kind, directly, representatively, derivatively, or in any other capacity and wherever filed, with respect to any Released Claims against any of the Released Persons; and (iii) shall be deemed to have agreed and covenanted not to sue any of the Released Persons with respect to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Person related in any way to any Released Claims.

This Release will include claims that Settlement Class Members do not know or suspect to exist in their favor at the time final approval may be granted to the Settlement, if those claims arise from, are based on, or relate to the Released Claims. If the Settlement is given final approval and reaches the Final Settlement Date, all Settlement Class Members will be deemed to have knowingly and voluntarily waived, relinquished and released the protections of any laws that would limit this release, including, without limitation, 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.**

The phrase "Released Claims" means and refers to:

> each and all of the claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (whether punitive, statutory, or compensatory and whether liquidated or unliquidated), losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any regulatory bulletin, guidelines, handbook, opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that relate to or arise out of any Notice of Default sent by PHH to (a) California Class Members on California Class Loans during the period from December 18, 2022 through and including December 15, 2025; (b) FDCPA Class Members on FDCPA Class Loans during the period from December 18, 2022 through and including December 15, 2025; or (c) North Carolina Class Members on North

Carolina Class Loans during the period from January 14, 2021 through and including December 15, 2025.

The phrase "Released Persons" means and refers to:

(a) PHH and any and all of its current or former predecessors, successors, assigns, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, associates, vendors, service providers, software licensors and licensees, clients and customers, principals, stockholders, directors, officers, partners, principals, members, employees, attorneys, consultants, independent contractors, representatives, and agents, transferee servicers, and all individuals or entities acting by, through, under, or in concert with any of them; and (b) any trustee of a mortgage securitization trust which includes loans on which Settlement Class Members are borrowers, including, but not limited to, any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, and attorneys of all such entities.

The full terms of the Settlement's release are set forth in Section 3 of the Settlement Agreement, which is available for review at www.WilliamsPHHSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement Class?

If you don't want to be part of the Settlement, or if you want to keep the right to sue or continue suing PHH on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself, or "opting out." If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court's preliminary approval order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and you plan to file your own action against PHH, the statute of limitations applicable to your claim may prevent you from separately suing PHH unless you act promptly.

To exclude yourself, you must send a written or electronic request for exclusion to the Settlement Administrator, mailed or emailed sufficiently in advance to be received by the Settlement Administrator, **Eisner Advisory Group LLC ("EisnerAmper")**, no later than **May 5, 2026**, saying that you want to be excluded from the Settlement Class. Your letter must be addressed to Williams v. PHH, c/o Settlement Administrator, and must: (a) contain a caption or title that identifies it as "Request for Exclusion in *Williams v. PHH* (case number 3:25-cv-00144-KDB-UMJ);" (b) include your name, mailing and e-mail addresses, and contact telephone number; (c) specify that you want to be excluded from the Settlement Class and identify the Class Loan number(s) for which you seek exclusion from the Settlement; and (d) be *personally* signed by you.

NOTE: If your request for exclusion is late or incomplete, it will not be valid and you will remain part of the Settlement Class, you will still be bound by the Settlement and all other orders and judgments in the Action, and you will not be able to participate in any other lawsuits against PHH and the Released Persons based on the Released Claims. If you submit a request for exclusion, it will be deemed as a request for exclusion by you and any other co-borrowers, joint-borrowers and multiple borrowers on the Class Loan(s) identified in the exclusion request.

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

No. If you do not exclude yourself from the Settlement Class and the Settlement is given final approval and reaches the Final Settlement Date, you will give up the right to sue PHH and the Released Persons for the Released Claims.

13. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not be eligible to receive any of the individual benefits that the Settlement offers.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Scott C. Harris of the law firm Bryson Harris Suciu & DeMay and Edward H. Maginnis of the law firm Maginnis Howard to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel," and they can be reached by email at sharris@brysonpllc.com and emaginnis@maginnislaw.com, or by phone at (919) 600-5000 and (919) 526-0450, respectively. You will not be separately charged for the services of Class Counsel for issues related to this Action.

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Section 20 of this Notice below.

15. How will Class Counsel Be Paid?

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will ask the Court for an award of attorneys' fees, to be paid from the Settlement Funds in an amount not to exceed one third of the Settlement Funds, as well as the actual costs and expenses that Class Counsel incurred in the litigation. For their endeavor on behalf of the Settlement Class, and in addition to the relief otherwise due them as members of the Settlement Class, Lead Plaintiffs Dantzler and Williams shall apply for Service Awards to be paid from the Settlement Funds in the aggregate amount not to exceed $10,000. Class Counsel will file with the Court their request for attorneys' fees and expenses and service awards on or before April 5, 2026, which will then be posted on www.WilliamsPHHSettlement.com.

PHH reserves the right to oppose any request for attorneys' fees and expenses and service awards that PHH deems to be unreasonable in nature or amount or otherwise objectionable. The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses or service awards. The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel or any service awards awarded to Plaintiffs, and in what amounts.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the

Settlement by filing an objection. However, you can't ask the Court to order a larger or different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, no settlement relief will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your written objection must: (a) include a caption or title that identifies it as "Objection to Class Settlement *Williams v. PHH* (case number 3:25-cv-00144-KDB-UMJ);" (b) include your name, mailing and email addresses, contact telephone number, and your Class Loan number(s); (c) state whether the objection applies only to you, to a specific subset of the class, or to the entire class; (d) state with specificity the specific reason(s), if any, for each of your objections, including all legal support you wish to bring to the Court's attention and all factual evidence you wish to introduce in support of your objection; (e) disclose the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection, and (f) be *personally* signed by you.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of the Court, United States District Court for the Western District of North Carolina, U.S. Courthouse, Charles R. Jonas Federal Building, 401 W. Trade St., Room 1200, Charlotte, NC 28202. However, if you are represented by your own attorney, your attorney must file your objection through the Court's Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received by the Court by, **May 5, 2026**. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement. However, as provided in the Court's preliminary approval order, notwithstanding any requirement or process set forth herein (including the provisions described in this Section), the Court may, for good cause shown, permit an objection to the Settlement and allow the participation of any person at the Fairness Hearing.

17. What's the difference between objecting and excluding myself?

Objecting simply means telling the Court that you don't agree with something about the Settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Fairness Hearing because the case will no longer affect you.

THE COURT'S FAIRNESS HEARING

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

A Fairness Hearing has been set for **June 9, 2026, beginning at 9:30 a.m. EDT**, before the Honorable Kenneth D. Bell at the United States District Court for the Western District of North Carolina, U.S. Courthouse, 7200 Charles R. Jonas Federal Building, 401 W. Trade St., Charlotte, NC 28202**.** At the hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable, and adequate; and (3) award any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs. The Court will also consider any and all objections to the Settlement and any other issues relating to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court's decision will take.

NOTE: The Court has reserved the right to change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm the date and time shortly before travelling to attend the hearing by checking www.WilliamsPHHSettlement.com or the Court's Public Access to Court Electronic Records (PACER) system at https://pcl.uscourts.gov/pcl/pages/welcome.jsf.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing. But you are welcome to come at your own expense. Even if you send an objection, you are not required to come to the Fairness Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Section 16, the Court will consider it. You may also hire and pay your own lawyer to attend the Fairness Hearing at your expense, but you are not required to do so.

20. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Section 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court's Case Management/Electronic Case Filing (CM/ECF) system a separate "Notice of Intention to Appear in *Williams v. PHH* (case number 3:25-cv-00144-KDB-UMJ)." That notice must be filed with the Court no later than **May 5, 2026**. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

IF YOU DO NOTHING

21. What if I do nothing?

If you meet the definition of the Settlement Class and you do nothing, and the Settlement is approved and reaches the Final Settlement Date, you will remain a Settlement Class Member and you will automatically receive an Individual Allocation. You will also be bound by the Settlement's release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against any Released Persons concerning any of the Released Claims.

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the full Stipulation of Settlement and Release available at www.WilliamsPHHSettlement.com, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at https://pcl.uscourts.gov/pcl/pages/welcome.jsf, or by visiting the office of the Clerk of the Court, United States District Court for the Western District of North Carolina, U.S. Courthouse, Charles R. Jonas Federal Building, 401 W. Trade St., Room 1200, Charlotte, NC 28202, between 8:30 a.m. and 12:30 p.m., or between and 1:30 p.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

Exhibit D

Exclusion Requests

Date Received	MORTGAGOR NAME	CO-MORTGAGOR NAME	Class Designation	2nd Class Designation	State
3/9/2026	DARYLL ROBERTSON	REBECCA A ROBERTSON	California	FDCPA	CA
3/6/2026	SHAWN M TRACEY		FDCPA		MA
3/11/2026	SUZETTE MARIE K PA-ANGUAY	DARRYL PETER ANGUAY	FDCPA		HI
3/16/2026	JEANETTE M LEVESQUE		FDCPA		MA
3/16/2026	DAVID TUCKER		FDCPA		NY
3/10/2026	JANICE A ANDERSON		North Carolina		NC
3/26/2026	LEONARD FRIEDMAN		FDCPA		NY
3/25/2026	ALTHEA WARREN		FDCPA		NY
4/2/2026	MARIA CONEJO		California	FDCPA	CA
3/26/2026	CHRISTIAN S KIRSCH		FDCPA		PA
4/16/2026	QUENTIN MCCALL		FDCPA		AL
4/23/2026	MICHAEL F MOKSZYCKI	LINDA L MOKSZYCKI	FDCPA		IL
4/18/2026	TERESA LOUISE HUFFMAN		FDCPA		TX
5/1/2026	ARLIN E CASSIERE	ANTHONY G CASSIERE	FDCPA		NY
5/3/2026	ADINA ZAHARESCU		California		CA
5/4/2026	CRAIG HUXLEY		California		CA
5/5/2026	CHINYERE OKEDI	GINIKANWA OKEDI	FDCPA		MD
5/4/2026	SPYCHALLA PATRICE G CAMBRIDGE		FDCPA		FL
5/4/2026	JOYCE M YOUNG		FDCPA	North Carolina	NC
5/4/2026	THOMAS MASSA		FDCPA		MA
5/5/2026	SHONN T TIBBS		FDCPA		TN
5/5/2026	KAREN NIELSEN		FDCPA		WA
5/6/2026 (late)	DUSEAN DAWSON		California	FDCPA	CA