

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

*Stromberg v. Ocwen Loan Servicing, LLC, et al.*, Case No. 3:15-cv-04719-JST

***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*** You are receiving this notice because you have been identified as a Class Member who can benefit from a class action lawsuit which asserts that reconveyance of deeds of trust securing paid off California loans were not timely processed in connection with loans where the owner/beneficiary was Ocwen Loan Servicing, LLC (“Ocwen”), Morgan Stanley Private Bank, National Association (“MSPBNA”), or Citizens Bank, N.A. (“Citizens”) (“Defendants”).

This notice summarizes the proposed settlement of the class action lawsuit. The settlement is subject to court approval. You may review the precise terms and conditions of the settlement at [www.ocwenreconveyancesettlement.com](http://www.ocwenreconveyancesettlement.com), or by contacting class counsel at the addresses provided in Question 12, below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.pacer.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay St., Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

<b>Quick Guide to YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>DO NOTHING</b>	If you do nothing, you will remain eligible to participate in the settlement and obtain benefits. You will be bound by the Court’s final Judgment and the release of claims explained in the Settlement Agreement. See Question 11.	
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive any benefits from the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendants regarding the allegations in the Action. See Question 14.	Deadline: <b>December 9, 2019</b>
<b>OBJECT</b>	You may write to the Court about why you object to the Settlement and think it shouldn’t be approved. Filing an objection does not exclude you from the Settlement. See Question 17.	Deadline: <b>December 9, 2019</b>

**BASIC INFORMATION**

**1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of certain claims in this class action lawsuit, and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Jon S. Tigar of the U.S. District Court for the Northern District of California is overseeing this case. The case is called *Stromberg v. Ocwen Loan Servicing, LLC, et al.*, Case No. 4:15-cv-04719-JST. The

person who has filed suit, Bonnie Stromberg, is called the Plaintiff. The Defendants are Ocwen Loan Servicing, LLC, Morgan Stanley Private Bank, N.A., and Citizens Bank, N.A.

## **2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Bonnie Stromberg) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

## **3. What is this lawsuit about?**

This lawsuit claims that the Defendants violated California Civil Code Section 2941 by not delivering reconveyance documents to trustees within thirty (30) days of the payoff of the loans. The Defendants deny they violated any law.

## **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or the Defendants should win the claims encompassed in this Settlement. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

### **WHO’S INCLUDED IN THE SETTLEMENT?**

## **5. How do I know if I am in the Settlement Class?**

Everyone who fits the following description are members of the proposed Settlement Class:

- (1) a borrower on one of approximately 867 loans secured by a deed of trust on real property located in California whose loan paid off between August 4, 2014 and April 30, 2018, where
- (2) Ocwen serviced the loan at the time of payoff, (3) one of the defendants, or a predecessor entity or affiliate was the owner, investor, original beneficiary of record, or current beneficiary, and (4) the reconveyance documents were not provided to the trustee within thirty (30) days of payoff.

Defendants’ records show that you are a member of the class.

### **THE SETTLEMENT BENEFITS**

## **6. What does the Settlement provide?**

Monetary Relief: Defendants will create a Settlement Fund totaling \$575,000.00. Class Member payments, as well as the cost to administer the Settlement, reasonable expenses and attorneys’ fees incurred in litigating the case, and a service award payable to the Plaintiff, will come out of this fund. The attorneys’ fees, expenses of litigation and service award are all subject to Court Approval, as explained in the response to Question 13, below. Class Counsel will be asking the Court to approve an award of up to \$275,000.00 in fees and costs, and a service award for the Plaintiff of up to \$5,000.00.

A detailed description of the Settlement benefits can be found in the Settlement Agreement, which is available at [www.ocwenreconveyancesettlement.com](http://www.ocwenreconveyancesettlement.com).

## **7. How much will Class Members receive?**

Members of the Settlement Class will receive a proportionate share of the balance of the Settlement Fund after payment of any court-approved costs of settlement administration and attorneys’ fees, litigation expenses and the Plaintiff’s incentive award. Class Members who were co-borrowers on a loan will split this amount with the other borrowers on their loan.

In the event that Class Members cannot be located or fail to cash their checks within thirty (30) days of the void date, any amounts remaining in the Settlement Fund will be re-distributed to the other Class Members who have cashed their checks unless it is economically impractical to do so given the amount to be re-distributed. In that case, the balance in the Settlement Fund, if any, will be contributed to Self-Help Enterprises, a non-profit organization that provides services, including counseling, to homeowners and potential homeowners in California.

**8. When will I get my payment?**

The hearing to consider the fairness of the Settlement is scheduled for **February 26, 2020**. If the Court approves the Settlement, eligible Class Members should receive their payment within ninety (90) days of the date on which the Court issues an Order granting Final Approval of the settlement, subject to any appeals filed by objectors.

**HOW TO GET BENEFITS**

**9. How do I get a payment?**

If you are a Settlement Class Member and you want to get a payment, and do not exclude yourself (as explained in Question 14), you do not need to do anything. A payment will be sent to you after the Court finally approves the Settlement.

**REMAINING IN THE SETTLEMENT**

**10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue Ocwen, MSPB, or Citizens for the claims being resolved by this Settlement related to the reconveyances of deeds of trust. The specific claims you are giving up against Ocwen, MSPB, or Citizens are described in the Settlement Agreement. You will be “releasing” Ocwen, MSPB, or Citizens as described in Section 11 of the Settlement Agreement. The Settlement Agreement is available through the “court documents” link on the website, [www.ocwenreconveyancesettlement.com](http://www.ocwenreconveyancesettlement.com).

**11. What happens if I do nothing at all?**

If you do nothing, and you are a member of the Settlement Class, a check will be mailed to you after the Court has finally approved the settlement. Also, unless you exclude yourself or “opt out” of the settlement, you will be releasing any claims against the Defendants being resolved by this Settlement. **A RELEASE MEANS YOU WON’T BE ABLE TO START OR CONTINUE A LAWSUIT OR BE PART OF ANY OTHER LAWSUIT AGAINST THE DEFENDANTS REGARDING THESE CLAIMS.**

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in the case?**

The Court has appointed Mark Johnson of Schneider Wallace, et al., Eric Lechtzin of Berger Montague, Seth Lesser of Klafter Olsen Lesser, and Charles Delbaum of the National Consumer Law Center to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class.

You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense. Contact information for these lawyers is below.

**Class Counsel:**

Mark T. Johnson 2000 Powell Street, Suite 1400 Emeryville, CA 94608 Telephone: 415-421-7100 E-mail: mjohnson@schneiderwallace.com	Eric Lechtzin 1818 Market Street, Suite 3600 Philadelphia, PA 19103 Telephone: 215-875-3000 E-mail: elechtzin@bm.net
Seth R. Lesser Two International Drive, Suite 350 Rye Brook, NY 10573 Telephone: (914) 934-9200 E-mail: slesser@klafterolsen.com	Charles Delbaum 7 Winthrop Square, 4 <sup>th</sup> Floor Boston, MA 02110 Telephone: 617-542-8010 E-mail: cdelbaum@nclc.org

**13. How will the lawyers and Plaintiff be paid?**

Class Counsel will ask the Court to approve an award of reasonable attorneys' fees and costs incurred in the litigation, to be paid from the Settlement Fund. Class Counsel will file their motion for attorney's fees and costs no later than October 15, 2019 and will seek a maximum of \$275,000. A copy of the motion will be available for your review at [www.ocwenreconveyancesettlement.com](http://www.ocwenreconveyancesettlement.com).

Subject to approval by the Court, Class Counsel will also ask the Court to approve a Case Contribution Award of up to \$5,000 to Plaintiff and Class Representative Bonnie Stromberg for her services in helping to bring, litigate and settle this case. Any Case Contribution Award approved by the Court will be paid from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**14. How do I get out of the Settlement?**

To opt out of the Settlement, you must mail or otherwise deliver a letter (or opt out request) stating that you want to opt out of the Settlement in Stromberg v. Ocwen Loan Servicing, LLC, et al., Case No. 4:15-cv-04719-JST. Your letter or opt out request must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to opt out. You must mail or deliver your opt out request no later than **December 9, 2019** to the Settlement Administrator at the following address:

Stromberg v. Ocwen Settlement Administrator  
P.O. Box 23648  
Jacksonville, FL 32214-3648  
(877) 206-6151

**15. If I don't opt out, can I sue the Defendant for the same thing later?**

No. Unless you opt put, you give up any right to sue the Defendants for the claims being resolved by this Settlement.

**16. If I opt out, can I get anything from this Settlement?**

No. If you opt out, you are not entitled to benefits.

## OBJECTING TO THE SETTLEMENT

### **17. How do I object to the Settlement?**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. Your objection must state whether it applies only to you, to a specific subset of the settlement class, or to the entire settlement class, and also state with specificity the grounds for the objection.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Stromberg v. Ocwen*, Case Number 4:15-cv-04719), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay St., Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before **December 9, 2019**.

### **18. What's the difference between objecting and opting out of the Settlement?**

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. Opting out of the Settlement Class is telling the Court that you don't want to be part of the settlement. If you opt out, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at 2:00 p.m. on February 26, 2020 in Courtroom 6, 2nd Floor, at the United States District Court, Northern District of California, 1301 Clay St., Oakland, CA 94612. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Case Contribution Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check the settlement website at [www.ocwenreconveyancesettlement.com](http://www.ocwenreconveyancesettlement.com) or the Court's PACER site to confirm that the date has not changed.

### **20. 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 at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the final hearing to determine the Settlement's fairness. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in United States District Court, Northern District of California." It should include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is

appearing for you, and the name and case number of this lawsuit (Stromberg v. Ocwen, Case Number 4:15-cv-04719). Your objection and notice of intent to appear should be filed with the Court no later than **December 9, 2019**.

**22. What if my address has changed or changes after I get this notice?**

It is your responsibility to inform the Settlement Administrator if your address has changed or changes so that a check may be sent to you if the settlement is approved. You may do so at the address below:

Stromberg v. Ocwen Settlement Administrator  
P.O. Box 23648  
Jacksonville, FL 32214-3648  
(877) 206-6151