

— EXHIBIT 1 —

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

8. “Effective Date” means the fifth day after the later of the following events:
a. The Court has entered the Final Approval Order; and
b. The final disposition of any related appeals, or, in the case of no appeal or review being filed, expiration of the applicable appellate period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SETTLEMENT TERMS

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

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

IV. SETTLEMENT CONSIDERATION

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

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

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

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

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

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

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

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

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

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

VI. PRELIMINARY APPROVAL

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

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

VII. ADMINISTRATION AND NOTICE

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

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

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

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

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

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

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

VIII. CLAIMS PROCESS

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

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

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

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

IX. OPT-OUT PROCESS

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

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

X. OBJECTIONS

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

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

XI. FINAL APPROVAL

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

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

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

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

XII. RELEASE OF CLAIMS

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

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

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

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

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

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

XIII. TERMINATION OF AGREEMENT

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

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

XIV. NO ADMISSION OF LIABILITY

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

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

XV. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

As to Plaintiff and the Settlement Class Members:

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

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

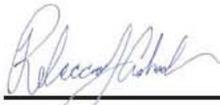
SAEED & LITTLE, LLP
Syed Ali Saeed
Email: ali@sllawfirm.com
1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202

As to Defendant:

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

AGREED TO AND ACCEPTED:

Dated: January 20, 2017.

By: 

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

THE FRASHER LAW FIRM, P.C.
Class Counsel

Dated: January _____, 2017.

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

TERRELL MARSHALL LAW GROUP PLLC
Class

Dated: January _____, 2017.

Beth E. Terrell, WSBA #26759
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Jennifer Rust Murray, WSBA #36983
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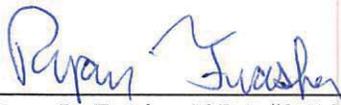
AGREED TO AND ACCEPTED:

Dated: January _____, 2017.

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

THE FRASHER LAW FIRM, P.C.
Class Counsel

Dated: January 18, 2017.

By:  _____
Ryan R. Frasher ISBA #27108-49
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Telephone: (317) 634-5544
Facsimile: (317) 855-2878

TERRELL MARSHALL LAW GROUP PLLC
Class Counsel

Dated: January 19, 2017.

By:  _____
Beth E. Terrell, WSBA #26759
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Facsimile: (206) 319-5450

SAEED & LITTLE, LLP
Class Counsel

Dated: January 18, 2017.

By: 
Syed Ali Saeed, #28759-49
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1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202
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Caliber Home Loans, Inc.
Defendant

Dated: January _____, 2017.

By: _____
Its: _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
Michael H. Gottschlich, #22688-49
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PERKINS COIE LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
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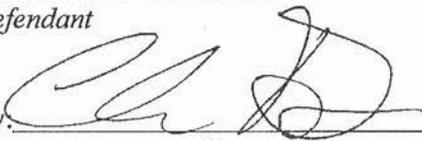
SAEED & LITTLE, LLP
Class Counsel

Dated: January _____, 2017.

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1433 North Meridian Street, Suite 202
Indianapolis, Indiana 46202
Telephone: (317) 721-9214

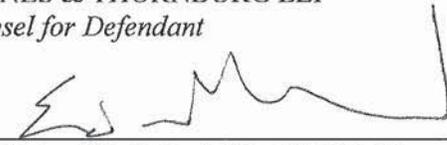
Caliber Home Loans, Inc.
Defendant

Dated: January 19, 2017.

By:  _____
Its: SUP _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January 19, 2017.

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

PERKINS COIE LLP
Counsel for Defendant

Dated: January _____, 2017.

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

SAEED & LITTLE, LLP
Class Counsel

Dated: January _____, 2017.

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

Caliber Home Loans, Inc.
Defendant

Dated: January 19, 2017.

By:  _____
Its: SUP _____

BARNES & THORNBURG LLP
Counsel for Defendant

Dated: January _____, 2017.

By: _____
Michael H. Gottschlich, #22688-49
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11 South Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433

PERKINS COIE LLP
Counsel for Defendant

Dated: January 20, 2017.

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

EXHIBIT A

POSTCARD NOTICE & CLAIM FORM

A COURT AUTHORIZED
THIS LEGAL NOTICE

If you received calls on your cellular telephone from Caliber Home Loans, you may be entitled to benefits under a class action settlement.

A settlement has been reached in a class action lawsuit, *Ashack v. Caliber Home Loans, Inc., et al.*, No. 1:15-cv-01069-JMS-DML (U.S. District Court S.D. Indiana), where Plaintiff alleges that Caliber Home Loans, Inc. ("Caliber") caused calls to be placed to cellular phones through the use of an automatic telephone dialing system. Caliber denies any wrongdoing, has asserted defenses, and in agreeing to settle, does not admit any wrongdoing.

**Caliber Home Loans Settlement
Claims Administrator**
P.O. Box XXXX
City, State Zip Code

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim ID #: «ClaimID»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

<Barcode>

Caliber Home Loans Settlement Claim Form

To make a claim, Settlement Class Members must complete and submit a Claim Form by **Month XX, XXXX**. You may also complete your Claim Form online at www.XXX.com. Please have your unique identifier ready.

Part I: Claimant Identification. Instructions: Fill out each section of this form, sign where indicated, carefully tear at perforation, and drop in the mail.

Name (First, Last): _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Foreign Country (only if not USA): _____

Contact Phone #: (_____) _____ - _____ (Optional)

Part II: Claim. Unique Identifier: «ClaimID»

Cell phone number at which you received calls from Caliber Home Loans: (_____) _____ - _____

Part III: Certification. By submitting this Claim Form, I certify that the foregoing information supplied by the undersigned is true and correct.

Signature: _____ Date: ____/____/____

Print Name: _____

WHO IS A CLASS MEMBER?

You may be 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.

SETTLEMENT TERMS

Caliber will pay \$2,895,000 into a fund that will cover: (1) cash payments to eligible Settlement Class Members who submit Claim Forms; (2) attorneys' fees and costs to Class Counsel not to exceed \$900,000 as approved by the Court; (3) court-approved service award of \$4,500 to the Class Representative; and (4) the costs of administering the settlement capped at \$285,000. Your share of the fund will depend on the number of claims made. However, Class Counsel estimates you will receive approximately \$70-\$100. The \$2,895,000 will be divided among Settlement Class Members who file timely, valid claims after deducting settlement expenses, the service award, and attorneys' fees and costs.

YOUR RIGHTS AND OPTIONS

Submit a Claim Form. To receive a cash award, fill out the attached Claim Form and drop it in the mail. You also may submit a Claim Form electronically on the Settlement Website: www.XXX.com. You may request a Claim Form by calling 1-XXX-XXX-XXXX or you may download a Claim Form on the Settlement Website. Settlement Class Members may only submit one claim. Your Claim Form must be postmarked no later than **Month XX, XXXX**.

Opt Out. You may also exclude yourself from the lawsuit and keep your right to sue Caliber on your own by sending a written request for exclusion to the Claims Administrator by **Month XX, XXXX**. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the settled claims. Please visit the Settlement Website for more details.

Object. If you do not exclude yourself, you have the right to comment or object to the proposed settlement. Written objections must be signed, postmarked by **Month XX, XXXX**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive any payment and will lose the right to sue about issues relating to this action. You will be considered part of the Settlement Class, and you will be bound by the Court's decisions.

Attend the Final Approval Hearing. The Court has set a hearing to decide whether the settlement should be approved on **Month XX, XXXX** at **X:00** .m. at the United States District Court for the Southern District of Indiana, located at 46 East Ohio Street, Room 272, Indianapolis, IN 46204. All persons who timely object to the settlement by **Month XX, XXXX** may ask to speak at the Final Approval Hearing. The Court will also consider Class Counsel's fee request, which will be posted on the Settlement Website on **Month XX, XXXX**. Class Counsel is seeking a payment for fees of up to \$870,000, which amounts to one-third of the \$2,895,000 fund after notice expenses are deducted. Class Counsel also seek reimbursement for out-of-pocket costs of approximately \$30,000.

This Notice is only a summary. You can find more details about the settlement on the website: www.XXX.com or by calling toll free 1-XXX-XXX-XXXX. Please do not contact the Court.

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Caliber Home Loans Settlement
Claims Administrator
P.O. Box XXXX
City, State Zip Code

EXHIBIT B

FINAL APPROVAL ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

REBECCA ASHACK, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIBER HOME LOANS, INC.,

Defendant.

NO. 1:15-cv-01069-JMS-DML

JURY TRIAL DEMANDED

Honorable Jane E. Magnus-Stinson

[PROPOSED] FINAL ORDER OF JUDGMENT AND DISMISSAL WITH PREJUDICE

This matter came before the Court upon consideration of Plaintiff's Motion for Final Approval of Class Action Settlement and Class Counsel's Motion for an Award of Fees, Costs, and Class Representative Service Award. After considering the motions and the declarations and exhibits submitted with the motions, the Court enters this Final Order of Judgment and Dismissal with Prejudice ("Final Order of Judgment"), which constitutes a final adjudication on the merits of all claims of the Settlement Class. It is **HEREBY ORDERED** that the motions are **GRANTED**, the Settlement Class is certified, the Settlement Agreement and Release of Claims ("Agreement")¹ is approved, Class Counsel are awarded \$ [REDACTED] in fees and \$ [REDACTED] in costs, and a service award in the amount of \$ [REDACTED] is approved for Plaintiff Rebecca Ashack.

WHEREAS, on or about January 20, 2017, the Parties filed the Agreement (Docket No. [REDACTED]) which sets forth the terms and conditions of the settlement and release of certain claims against Defendant Caliber Home Loans, Inc. and the Released Parties ("Settlement");

¹ Capitalized terms shall have the meaning ascribed to them in the Agreement.

WHEREAS, Plaintiff and Class Counsel have filed motions, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for orders finally approving the Agreement, which will dismiss this Action with prejudice, and granting Class Counsel’s request for an award of fees, costs, and service award to the Plaintiff;

WHEREAS, the Court preliminary approved the Settlement on [REDACTED], and Class Notice was given to all Settlement Class Members pursuant to that Preliminary Approval Order;

WHEREAS, the Court has reviewed and considered all papers filed in support of and in opposition to the Settlement, and all exhibits thereto, and has held a hearing after Class Notice to the Settlement Class in order to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether the Final Order of Judgment should be entered in this Action pursuant to the terms and conditions set forth in the Agreement (“Final Approval Hearing”) on [REDACTED], at which time the Parties and all interested persons were heard in support of and in opposition to the Settlement; and

WHEREAS, upon consideration of all of the above, the Court finds that the Settlement is fair, adequate, and reasonable to the Settlement Class, within the authority of the Parties, and the result of extensive arm’s length negotiations with the guidance of an experienced mediator.

THEREFORE, the following is HEREBY ORDERED:

1. This Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the Settlement Class.
2. The definitions and provisions of the Agreement are incorporated in this Order as though fully set forth herein.

3. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of Settlement only, the Settlement Class is certified as follows:

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

4. For purposes of settlement, Plaintiff is hereby appointed the “Class Representative.”

5. For purposes of settlement, the attorneys at Terrell Marshall Law Group PLLC, The Frasher Law Firm. P.C., and Saeed & Little, LLP are hereby appointed as Class Counsel.

6. In the event that the Settlement terminates for any reason, the certification of the Settlement Class shall be automatically vacated, null and void, and this Action shall revert to its status immediately prior to the execution of the Agreement.

7. This Court finds that the Class Notice given to members of the Settlement Class pursuant to the terms of the Agreement fully and accurately informed such members of all material elements of this settlement and constituted valid, sufficient, and due notice to all such members. The Class Notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and with all other applicable law. Accordingly, this Court makes final the conditional certification set forth in the Preliminary Approval Order.

8. Settlement Class Members who timely submitted valid requests for exclusion are excluded from the Settlement Class and are not bound by this Order and Judgment. Attached hereto as Exhibit A is a list of all Settlement Class Members who opted out of the Settlement Class.

9. The Court finally approves this Settlement, and finds that it is fair, reasonable, and adequate.

10. The Parties, their counsel, and the Claims Administrator shall fulfill their obligations and duties under the Agreement.

11. The Court dismisses with prejudice this Action, the Released Claims, and the Released Parties, and adjudges that the Released Claims are released against the Released Parties.

12. The Court adjudges that Plaintiff and the Settlement Class Members are deemed to have fully, finally, completely, and forever released, relinquished, and discharged the Released Claims against the Released Parties.

13. Plaintiff and the Settlement Class Members are permanently enjoined and barred from asserting, initiating, prosecuting, or continuing any of the Released Claims against the Released Parties.

14. The Claims Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Claims Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances. The notice program prescribed by the Agreement was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such Class Notice. The Class Notice given to members of the Class satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action, all material elements of the settlement, and their

opportunity to exclude themselves from, object to, or comment on the settlement and appear at the final fairness hearing. The Court has afforded a full opportunity to all Settlement Class Members to be heard. Accordingly, the Court determines that all members of the Settlement Class, except those who timely excluded themselves from the Settlement Class, are bound by this Final Order of Judgment.

15. Within ten (10) days after the filing of the proposed Agreement in this Court, a notice of the proposed Settlement was served upon the appropriate state official of each State in which a Settlement Class Member resides and upon the Attorney General of the United States. The Court finds that the Class Notice provided satisfied the requirements of 28 U.S.C. § 1715(b) and that more than ninety (90) days have elapsed since the required Class Notice was provided, as required by 28 U.S.C. § 1715(d).

16. The Court approves payment of attorneys' fees and costs to Class Counsel in the amount of \$ [REDACTED] in fees and \$ [REDACTED] in out-of-pocket litigation costs. These amounts shall be paid from the Settlement Fund pursuant to the terms of the Agreement. The Court finds these amounts to be appropriate and reasonable in light of the work performed by Class Counsel and the benefits obtained by the Settlement Class Members. In addition, the Court finds that the Agreement was negotiated at arms' length and without collusion.

17. The Court approves payment of a service award to Plaintiff in the amount of \$ [REDACTED]. This amount shall be paid from the Settlement Fund pursuant to the terms of the Agreement.

18. Neither this Final Order of Judgment nor the Agreement is an admission or concession by Defendant of the validity of any claims or of any liability or wrongdoing or of any violation of law. This Final Order of Judgment and the Agreement do not constitute a

concession and shall not be used as an admission or indication of any wrongdoing, fault, or omission by Defendant or any other person in connection with any transaction, event, or occurrence, and neither this Final Order of Judgment nor the Agreement nor any related documents in this proceeding, nor any reports or accounts thereof, shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to consummate or enforce this Final Order of Judgment, the Agreement, and all releases given thereunder, or to establish the affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the Agreement. This Final Order of Judgment also does not constitute any opinion or position of this Court as to the merits of the claims and defenses related to this Action.

19. If Final Approval does not occur, the parties shall be returned to the status quo *ex ante*, for all litigation purposes, as if no settlement had been negotiated or entered into and thus this Final Order of Judgment and all other findings or stipulations regarding the Settlement shall be automatically void, vacated, and treated as if never filed.

20. This Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement, including the implementation and enforcement of the Agreement.

21. There were objections to the settlement. They are all overruled. Thus, the Court finds that no justifiable reason exists for delaying entry of this Final Order of Judgment.

THEREFORE, the Clerk of the Court is **HEREBY ORDERED** to enter this Final Order of Judgment and Dismissal with Prejudice.

IT IS HEREBY ORDERED.

DATED this _____ day of _____, 2017.

JUDGE, U.S. District Court for the Southern
District of Indiana, Indianapolis Division

Distribution:

All ECF-registered counsel of record via email generated by the court's ECF system.

EXHIBIT C

PRELIMINARY APPROVAL ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

REBECCA ASHACK, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIBER HOME LOANS, INC.,

Defendant.

NO. 1:15-cv-01069-JMS-DML

JURY TRIAL DEMANDED

Honorable Jane E. Magnus-Stinson

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT CLASS**

WHEREAS, on or about January [REDACTED], 2017, the Parties entered into a Settlement Agreement and Release (“Agreement”), which sets forth the terms and conditions of the settlement and release of certain claims against Defendant Caliber Home Loans, Inc. (hereinafter “Defendant”); the Court having reviewed and considered the Agreement and all of the filings, records, and other submissions; the Court finds upon a preliminary examination that the Agreement appears fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Settlement Class in order to confirm that the settlement is fair, reasonable, and adequate, and to determine whether the Settlement Order and Final Judgment should be entered in this Action pursuant to the terms and conditions set forth in the Agreement (“Final Approval Hearing”).

THEREFORE, THE COURT FINDS AND CONCLUDES AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the Settlement Class.

2. The Court finds that (a) the Agreement resulted from arm's-length negotiations, with participation of an experienced mediator, and (b) the Agreement is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the members of the Settlement Class.

3. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of settlement only, the Settlement Class is preliminarily certified as follows:

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

The Settlement Class does not include any persons who validly request exclusion from the Class.

4. For purposes of settlement only, the Court hereby appoints Plaintiff Rebecca Ashack as "Class Representative" pursuant to Rule 23 of the Federal Rules of Civil Procedure, and finds that, for settlement purposes only, this Class Representative has and will fairly and adequately protect the interests of the Settlement Class.

5. For purposes of settlement only, the Court appoints the attorneys at Terrell Marshall Law Group PLLC, The Frasher Law Firm, P.C., and Saeed & Little, LLP as Class Counsel and finds that Class Counsel have and will fairly and adequately protect the interests of the Settlement Class.

6. The Court preliminarily finds that the Agreement is fundamentally fair, adequate, and reasonable, and that the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure as follows:

a. The number of members in the Settlement Class appears to be so numerous that joinder of all members is impracticable;

- b. There appear to be common questions of law and fact;
- c. The claims of the Class Representative appear to be typical of the claims of the Settlement Class;
- d. The Class Representative and Class Counsel appear to be able to fairly and adequately represent and protect the interests of the Settlement Class;
- e. The questions of law and fact common to the members of the Settlement Class appear to predominate over individual questions of law and fact; and
- f. A class action settlement appears to be superior to other methods of adjudication.

7. The Court appoints Kurtzman Carson Consultants as the Claims Administrator, who shall fulfill the functions, duties, and responsibilities of the Claims Administrator as set forth in the Agreement and this Order.

8. The Court approves the proposed forms of notice and notice plan for giving direct notice to the Settlement Class by U.S. Mail as set forth in the Agreement and its attached exhibits (“Notice Plan”). The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Agreement, the right to object to the settlement and to exclude themselves from the Settlement Class, and the process for submitting a claim for monetary relief.

9. Pursuant to the Agreement, the Claims Administrator shall provide individual notice via U.S. Mail to the most recent mailing address of the Settlement Class no later than _____, which is thirty (30) days following entry of this Order.

10. Members of the Settlement Class may exclude themselves from the Settlement Class by advising the Claims Administrator in writing no later than _____ (“Opt-Out Deadline”), which is sixty (60) days after the date notice is sent to the Settlement Class. All such writings must be signed, and if mailed, must be postmarked no later than the Opt-Out Deadline.

11. Any Settlement Class Member who desires to object to the fairness of this settlement must file a written objection with the Court by _____ (“Objection Deadline”), which is sixty (60) days from the date notice is mailed to the Settlement Class. The objection must provide the objector’s name, address, cellular telephone number at which the calls were received, and the reason(s) for the objection.

12. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector’s expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing must file a notice of appearance with this Court no later than ten (10) days prior to the Final Approval Hearing. Any member of the Settlement Class who fails to comply with this provision shall waive and forfeit any and all rights to appear and/or object separately, and shall be bound by the terms of this settlement and the orders and judgments of this Court. Class Counsel shall file responses to any valid objections no later than fourteen (14) days prior to the Final Approval Hearing. Defendant’s counsel also may file responses, but no later than fourteen (14) days prior to the Final Approval Hearing.

13. The Court approves the claims procedures set forth in the Agreement. The Court approves the form and content of the Claim Form substantially in the form attached as Exhibit A to the Agreement. A properly executed Claim Form must be submitted as required in the Notice over the Internet or postmarked by a date specified in the Class Notice.

14. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure a hearing will be held before this Court to finally determine whether the prerequisites for class certification and treatment under Rule 23(a) and (b) of the Federal Rules of Civil Procedure are met; to determine whether the settlement is fair, reasonable, and adequate, and should be approved by this Court; to determine whether the Settlement Order and Final Judgment under this settlement should be entered; to consider the application for attorneys' fees and expenses of Class Counsel; to consider the application for a service award to the class representative; to consider the distribution of the Settlement Fund pursuant to the Agreement; and to rule on any other matters that the Court may deem appropriate. At the Final Approval Hearing, the Court may enter the Settlement Order and Final Judgment in accordance with the Agreement that will adjudicate the rights of the Settlement Class Members.

15. The Final Approval Hearing is scheduled for [REDACTED].

16. All memoranda and other submissions in support of the Settlement shall be filed no later than fourteen (14) days prior to the Final Approval Hearing, including proof of compliance with the notice provisions of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

17. All notice and Settlement Administration expenses shall be paid from the Settlement Fund pursuant to the Agreement.

18. On or before thirty (30) days after the Notice Date, Class Counsel shall file and serve an application for an award of attorneys' fees and out-of-pocket costs, and an application for service awards to Plaintiff. The application shall be posted on the Settlement Website within twenty-four hours after the day it is filed.

19. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file and serve a motion for final approval and responses to any objections.

20. All members of the Settlement Class will be bound by all orders pertaining to the settlement unless such persons request exclusion from the Settlement Class. Members of the Settlement Class who do not timely and validly request exclusion shall be so bound, even if they have previously or subsequently initiated individual litigation or other proceedings against the Released Parties relating to the Release Claims.

21. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval and partake in this settlement.

22. This Order and the settlement are not admissions or concessions by Defendant of any liability or wrongdoing. This Order is not a determination of liability or wrongdoing. This Order also does not constitute any opinion or position of this Court as to the merits of the claims and defenses related to this Action.

23. This Action is stayed until further ordered by this Court, except such actions and proceedings that may be necessary to implement this Settlement and issue a Final Approval Order and Judgment.

24. Pending final determination of whether the settlement should be approved, Plaintiff, all Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively, or in any other capacity, are

preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims, provided, however, that this injunction shall not apply to individual claims of any Settlement Class Members who timely exclude themselves in a manner that complies with this Order. This injunction is necessary to protect and effectuate the settlement, this Order, and the Court's flexibility and authority to effectuate this settlement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

25. If Final Approval does not occur, the parties shall be returned to the status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered into and thus this Order and all other findings or stipulations regarding the settlement, including, but not limited to, certification of the Settlement Class shall be automatically void, vacated, and treated as if never filed.

26. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

27. This Court retains jurisdiction to consider all further matters arising out of or connected with the settlement. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the settlement. The Court may approve or modify the settlement without further notice to Settlement Class Members.

28. The following timeline will govern proceedings through the Final Approval Hearing:

Seven (7) days after entry of this Order	Deadline to make the Settlement Website available
Thirty (30) days after entry of this Order	Deadline to mail notice
Sixty (60) days after entry of this Order	Deadline for Class Counsel to file fee petition and request for service awards
Ninety (90) days after entry of this Order	Deadline for Settlement Class Members to submit claims, exclusion requests, and objections
Fourteen (14) days before Final Approval Hearing	Deadline to file responses to objections and motion for final approval
At the court's convenience but no earlier than 120 days after entry of this order	Final Approval Hearing

IT IS HEREBY ORDERED.

DATED this _____ day of _____, 2017.

JUDGE, U.S. District Court for the Southern District of Indiana, Indianapolis Division

Distribution:

All ECF-registered counsel of record via email generated by the court's ECF system.

EXHIBIT D

SETTLEMENT WEBSITE

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 DATE	This is the only way to receive a payment.
EXCLUDE YOURSELF BY DATE	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 DATE	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING ON DATE	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. 2:15-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-XXX-XXX-XXXX or visit www.XXX.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 Month XX, XXXX. 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 Month XX, XXXX. You may also submit a Claim Form online by going to the Settlement Website at www.XXX.com and following directions. You also may download a paper Claim Form on the Settlement Website or call the Claims Administrator at 1-XXX-XXX-XXXX. Claim Forms sent by mail must be postmarked by Month XX, XXXX and mailed to:

Caliber Home Loans Settlement
Claims Administrator
P.O. Box. XXXX
City, State Zip Code

8. When will I get my payment?

The Court will hold a hearing on **Month XX, XXXX** 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.XXX.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 **Month XX, XXXX** to the following address:

Caliber Home Loans Settlement
Claims Administrator
P.O. Box XXXX
City, State Zip Code

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 **Month XX, XXXX**.

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) 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 **Month XX, XXXX**.

Ashack v. Caliber Home Loans, Inc.
Case No. 1:15-cv-01069-JMS-DML
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?

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 at **X:00 x.m.** on **Month XX, XXXX**, 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 272, 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 at the Settlement website, www.XXX.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 in your objection. 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 **Month XX, XXXX**. 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.XXX.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-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) toll free; write to Caliber Home Loans Settlement Claims Administrator, P.O. Box XXXX, City, State Zip Code; or visit the website at www.XXX.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.