

THE UNITED STATES DISTRICT COURT
FOR NORTH CAROLINA, MIDDLE DISTRICT

Homeowners who received notices of default and potential acceleration on their mortgage loans from Seterus, Inc. relating to collateral property in North Carolina, Michigan, Kansas, Alabama, New York, Minnesota, California, Missouri, Georgia, Florida, New Jersey, and Pennsylvania are entitled to benefits from a class action Settlement.

A North Carolina Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice informs you of a proposed Settlement in a class action lawsuit filed by Kenneth Koeplinger and Rhoda Smith and others (the “Plaintiffs”) against Seterus, Inc., and Nationstar Mortgage LLC (“Nationstar”) (collectively “Seterus” or “Defendants”). Plaintiffs alleged that Seterus made unlawful representations regarding threats of foreclosure in notice of default letters sent out when debts on mortgage loans were 45 days in default (“Final Letter”). The Settlement resolves the lawsuit. Seterus denies it did anything wrong or unlawful, and denies any liability to Plaintiffs and to the members of the Settlement Classes.
- If you are included in the Settlement, you may qualify to receive compensation. You are included in one of the Settlement Classes if you meet one of the following criteria:

NC Class: All North Carolina residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit A** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from November 2, 2013 through February 28, 2019.

KS Class: All Kansas residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from August 24, 2017 through February 28, 2019.

MI Class: All Michigan residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from September 4, 2012 through February 28, 2019.

FL Class: All Florida residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from January 25, 2018 through February 28, 2019.

MN Class: All Minnesota residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit C** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from May 24, 2018 through February 28, 2019.

NJ Class: All New Jersey residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit D** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from September 12, 2017 through February 28, 2019.

NY Class: All New York residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from September 7, 2017 through February 28, 2019.

GA Class: All Georgia residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letters attached as **Exhibit B** and **Exhibit E** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from March 1, 2018 through February 28, 2019.

CA Class: All California residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from February 7, 2018 through February 28, 2019.

MO Class: All Missouri residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from November 13, 2017 through February 28, 2019.

PA Class: All Pennsylvania residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to letters attached collectively as **Exhibit F** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from December 18, 2017 through February 28, 2019.

AL Class: All Alabama residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from May 7, 2018 through February 28, 2019.

- See Question 5 for a detailed explanation of the Classes.
- Please see the chart below which provides a quick reference guide to the deadlines and obligations of Settlement Class Members.
- If you are a member of one of the Settlement Classes, your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

FINAL LETTER CLASS	
DO NOTHING	You will remain a member of the respective Final Letter Settlement Class and will automatically receive a Settlement Benefit. Members of this Class do not need to file a Claim.
EXCLUDE YOURSELF BY MARCH 19, 2021	You will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendants about the legal claims in this case.
OBJECT BY MARCH 19, 2021	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON APRIL 9, 2021 AT 10:00 A.M.	Ask to speak in Court about the fairness of the Settlement.
FILE A NOTICE OF INTENT TO APPEAR BY MARCH 19, 2021	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendants’ Counsel no later than this date.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a Notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for North Carolina, Middle District (the "Court"), and the case is called *Koeplinger, et al, v. Seterus, Inc.* Case No. 17-CV-995. The individuals who sued are called the Representative Plaintiffs, and the companies being sued are called the Defendants.

2. What is this lawsuit about?

The lawsuit alleges that the Defendants unlawfully threatened foreclosure in their notice of default letter ("Final Letter").

The lawsuit, as amended, brought four claims for relief: a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* on behalf of all Settlement Classes, violation of the Michigan Regulation of the Collection Practices Act, MCL § 445.252, *et seq.* on behalf of the Michigan Class, and a violation of the North Carolina Debt Collection Act, N.C.G.S. § 75-50, *et seq.* on behalf of the North Carolina Class and violation of the Rosenthal Act, Ca. Civ. Code § 1788, *et seq.* on behalf of the California Class.

Seterus denies these claims, contends that they have numerous defenses to the action, and denies that class certification is required or appropriate.

3. Why is this a classaction?

In a class action, one or more people, called the “Representative Plaintiff(s),” sue on behalf of people who have similar claims. All these people are in a “Class” or “Settlement Class Members,” except for those who exclude themselves from the Settlement Classes. The Honorable Catherine C. Eagles in the United States Court for North Carolina, Middle District, is in charge of this class action.

4. Why is there a Settlement?

Seterus denies that they did anything wrong. Both sides want to avoid the cost of further litigation. The Representative Plaintiffs and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

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

Final Letter Class Members: You are included in one of the respective state Settlement Classes if you meet one of the following criteria:

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A representative letter for any of the respective state Settlement Classes can be found here: www.seterusfinalletteraction.com.

Excluded from the Settlement Classes are (1) persons who are employees, directors, officers, and agents of Seterus; (2) persons who timely and properly exclude themselves from the Settlement Class as provided in this Agreement; (3) anyone who has previously executed a written release of all claims against Seterus related to the practices used collecting debts and would otherwise be a member of the Settlement Class; and (4) the Court, the Court’s immediate family, and Court staff.

6. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.seterusfinalletteraction.com or call the toll-free number at 1-866-658-6769.

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides for a Settlement Fund in the amount of \$7,000,000.00 which shall be used to pay all costs associated with the Settlement, including but not limited to (a) the costs of notice and administration of the Settlement, including for a Notice and Settlement Administrator to process notice, payments, objections, and opt-out requests; (b) the payments to the Settlement Class Members; (c) attorneys’ fee awards (if any); (d) attorneys’ costs (actually incurred litigation expenses and other hard costs apart from fees); (e) service awards (if any) to the Representative Plaintiffs; and (f) any other expenses.

8. What can I get from the Settlement?

You do **NOT** need to file a claim to obtain Final Letter Class benefits. Seterus’ records demonstrate that you were mailed letters that are contended to have misrepresented Seterus’s intent to accelerate your loan and foreclose during the Relevant Time Period. The net payments to each Settlement Class Member will vary depending upon whether the Settlement Class Member is a member of the NC Class, MI Class, GA Class, AL Class, FL Class, CA Class, KS Class, MO Class, NJ Class, NY Class, MN Class, or the PA Class. The GA Class, AL Class, FL Class, CA Class, KS Class, MO Class, NJ Class, NY Class, MN Class, and the PA Class are collectively referred to as the Fair Debt Collection Practices Act (FDCPA) Classes. The FDCPA Classes will receive amounts that differ from the NC Class and the MI Class.

FDCPA Classes – State subclasses relying solely on federal relief, under the FDCPA are inherently limited by the FDCPA’s cap on statutory damages of \$500,000.00 or 1% of the Defendants’ net worth, whichever is lower. *See* 15 U.S.C. 1692k *et seq.*¹ To be in the FDCPA Class Members must have been “in default” at the time Seterus began servicing their loan.

As part of this Settlement, the FDCPA Classes will receive approximately \$100 gross per each unique loan associated with any Settlement Class Members, prorated for states where \$100 for each Class Member would exceed the FDCPA’s statutory cap. By way of example, California has 5,923 Class Members. At \$100.00 per each unique loan associated with any Settlement Class Member, California would receive \$592,300.00 as a gross figure. This has been reduced to \$500,000.00 and prorated amongst the unique loans associated with California Settlement Class Members.

Michigan – Michigan has a state consumer protection statute, the Michigan Regulation of Collection Practices Act, MCL §§ 445.252 *et seq.* (the “MRCPA”) which provides victims of unfair debt collection with additional remedies under state law. Plaintiffs in Michigan

¹ The CA Class defined above will be treated as an FDCPA Class under Section 5.1.2 because the statutory remedies available under the Rosenthal Act are analogous to those available under the FDCPA.

can recover between \$50 for non-willful and \$200 for willful violations of the MRCPA. The Parties agree Michigan Class Members will receive approximately \$150, gross per unique loan associated with any Settlement Class Member, as part of the Settlement.

North Carolina – North Carolina has a state consumer protection statute, the North Carolina Debt Collection Act, N.C.G.S. §§75-50 *et seq.* (the “NCDCA”) which provides victims of unfair debt collection with additional remedies under state law. Plaintiffs in North Carolina can recover between \$500 - \$4000 per violation of the NCDCA. North Carolina Class Members will receive \$286.64, gross per unique loan associated with any Settlement Class Member, as part of the Settlement.

The gross amounts of compensation will be reduced after administrative expenses, service award, and attorneys’ fees and costs are deducted. as well as case expenses. The available Settlement Fund will be distributed once the Settlement becomes final.

9. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendants, continue to sue, or be part of any other lawsuit against the Defendants about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. The Released Claims and Defendants are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website: www.seterusfinalletteraction.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

Final Letter Class Members do not need to submit a claim to obtain a Settlement Benefit. Seterus’s records will be used to determine your eligibility to participate in the Settlement, and you will be paid via check. You will have one hundred eighty (180) days upon receipt of the check to cash it. You may view information on how to get a payment and other information on the Settlement Website, www.seterusfinalletteraction.com.

11. When will I get my payment?

Payments will be made after the Court grants “final approval” to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

12. How do I get out of the Settlement?

To exclude yourself, you must mail or email the Settlement Administrator, including the following:

- a. A caption or title that identifies it as “Request for Exclusion in *Koepplinger, et al. v. Seterus, Inc.*, Case No. 17-CV-995”;
- b. Your full name, address and telephone number;
- c. A statement that you wish to be excluded from the Settlement Class; and
- d. Your original signature.

Your request for exclusion must be emailed or postmarked and sent no later than March 19, 2021 to the Settlement Administrator at:

MAIL: *Koepplinger, et al. v. Seterus, Inc.*
Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

EMAIL: info@seterusfinalletteraction.com

No person or entity may opt out on behalf of another Class Member.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims in this lawsuit.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Seterus and Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

14. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement Federal Rules of Civil Procedure Rule 23. Each Class Member who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel, and counsel for Defendants.

The written objection must include: (i) the objector’s name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of Class Membership; and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class Members represented by objector’s counsel; (2) the number of such represented Settlement Class members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendants’ Counsel not later than fourteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney’s hourly rate.

Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Fairness Hearing, and the objection must include the dates when the objector is available for deposition.

Any Settlement Class Member who files and serves a written objection satisfying the requirements of this section, may appear at the Final Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member’s expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class Members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defendants’ Counsel and have file-marked by the Court, no later than March 19, 2021 or as the Court otherwise may direct, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class Member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class Member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class Member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel, Defendants’ Counsel and Settlement Administrator postmarked no later than March 19, 2021 at the following addresses:

CLASS COUNSEL	DEFENDANTS’ COUNSEL	COURT	SETTLEMENT ADMINISTRATOR
Scott C. Harris Patrick M. Wallace Whitfield Bryson LLP 900 W. Morgan Street Raleigh, NC 27603 Edward H. Maginnis Karl S. Gwaltney Asa C. Edwards Maginnis Howard Law, PLLC 4801 Glenwood Avenue Suite 310 Raleigh, NC 27612	Brian A. Kahn R. Locke Beatty McGuireWoods LLP 201 N. Tryon Street Suite 3000 Charlotte, NC 28202	United States District Court for North Carolina, Middle District 324 W. Market St. Greensboro, NC 27401	<i>Koeplinger, et al. v. Seterus, Inc.</i> Settlement Administrator P.O. Box 43502 Providence, RI 02940-3502

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed “Class Counsel” as designated in Question 15 of this Notice to represent the Settlement Classes.

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.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before March 30, 2021 seeking an award up to one-third (1/3) of the Settlement Fund in fees and approximately \$67,000.00 in out-of-pocket expenses, as well as service awards in an amount not to exceed \$55,500.00 for all of the Representative Plaintiffs, to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service awards.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **April 9, 2021 at 10:00 a.m.** at the United States District Court for North Carolina, Middle District, before the Honorable Catherine C. Eagles, in Courtroom No. 3, located at 324 W. Market St., Greensboro, NC 27401. Due to the pandemic, the Final Fairness Hearing will likely be held virtually. Additional details regarding virtual attendance will be placed on www.seterusfinalletteraction.com.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Representative Plaintiffs. If there are objections, the Court will consider them at this time. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the Hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the Hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel no later than **March 19, 2021**.

Any such request must state the name, address, and telephone number of the Class Member, the name of this Action and the case number as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will receive a payment as described above. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement, available at the Settlement Website www.seterusfinalletteraction.com. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

MAIL: *Koepplinger, et al. v. Seterus, Inc.*
Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

EMAIL: info@seterusfinalletteraction.com

TOLL-FREE: 1-866-658-6769

Updates will be posted at the Settlement Website www.seterusfinalletteraction.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.