

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Master File No. 0:16-cv-60165 (WPD)

IN RE HOME LOAN SERVICING  
SOLUTIONS, LTD. SECURITIES LITIGATION

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

**TO:** All persons or entities who or which purchased or otherwise acquired Home Loan Servicing Solutions, Ltd. ("HLSS") common stock during the period from February 28, 2012 through January 22, 2015, inclusive (the "Class Period").<sup>1</sup>

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

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the Southern District of Florida (the "Court").

**NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed Lead Plaintiffs, the West Palm Beach Police Pension Fund ("WPB Police"), the City of Fort Lauderdale Police and Firefighters' Retirement System ("FTL P&F"), and the Police Retirement System of St. Louis ("St. Louis Police," and together with WPB Police and FTL P&F, "Lead Plaintiffs," on behalf of themselves and the other members of the Settlement Class (as defined in ¶ 24 below), have reached a proposed settlement of the Action with Defendants HLSS, William C. Erbey ("Erbey"), John P. Van Vlack ("Van Vlack"), and James E. Lauter ("Lauter") (collectively, the "Individual Defendants," and together with HLSS, the "Defendants," and together with Lead Plaintiffs, the "Settling Parties") for \$6,000,000 in cash (the "Settlement"). If approved, the Settlement will resolve all claims asserted in the Action.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact HLSS, any other Defendant in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 79 below).**

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated June 9, 2017 (the "Stipulation"), which is available at [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that Defendants violated the federal securities laws by making false and misleading statements regarding HLSS during the Class Period. A more detailed description of the Action is set forth in ¶¶ 11-23 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 24 below.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the other members of the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$6,000,000 in cash (the "Settlement Amount"), which has been deposited into an escrow account controlled by Lead Counsel. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (i) any Taxes, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, and (iv) any attorneys' fees awarded by the Court) will be distributed to Settlement Class Members in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages 10-13 below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiffs' damages expert's estimate of the number of shares of HLSS common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.10 per affected share of HLSS common stock.<sup>2</sup> Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their shares and the total number of shares for which valid Claim Forms are submitted.

4. **Average Amount of Damages Per Share:** The Settling Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, the Defendants do not agree that they violated the federal securities laws or that damages were suffered at all by any members of the Settlement Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, who have been prosecuting this Action on a wholly contingent basis since its inception in 2015, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Court-appointed Lead Counsel, Saxena White P.A., will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33-1/3% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$650,000 which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid solely from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel's fee and expense application, the estimated average cost per affected share of HLSS common stock will be approximately \$0.05.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Settlement Class are represented by Joseph E. White, III of Saxena White P.A., 5200 Town Center Circle, Suite 601, Boca Raton, Florida 33486, (561) 394-3399.

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risks and delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or no recovery at all – might be achieved after further contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. The Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

<sup>2</sup> An affected share might have been traded more than once during the Class Period, and this average recovery would be the total for all purchasers of that share.

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:**

<p><b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN OCTOBER 31, 2017.</b></p>	<p>This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 31 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 32 below), so it is in your interest to submit a Claim Form.</p>
<p><b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 27, 2017.</b></p>	<p>If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.</p>
<p><b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 27, 2017.</b></p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p>
<p><b>GO TO A HEARING ON NOVEMBER 17, 2017 AT 1:15 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 27, 2017.</b></p>	<p>Any Settlement Class Member may attend the Settlement Hearing. Filing a written objection and notice of intention to appear by October 27, 2017 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, if you also file a notice of intention to appear, speak to the Court about your objection at the discretion of the Court.</p>
<p><b>DO NOTHING.</b></p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p>

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## WHY DID I GET THIS NOTICE?

8. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See ¶ 69 below for details about the Settlement Hearing, including the date and location of the hearing.

9. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired HLSS common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

## WHAT IS THIS CASE ABOUT?

11. This case is a securities class action and is known as *In re Home Loan Servicing Solutions, Ltd. Securities Litigation*, Case 0:16-cv-60165 (WPD). The Court in charge of the case is the United States District Court for the Southern District of Florida, and the presiding judge is the Honorable William P. Dimitrouleas.

12. This case began on January 29, 2015 with the filing of a securities class action complaint. The Action was originally filed in the United States District Court for the Southern District of New York, with Judge Victor Marrero presiding. In accordance with the Private Securities Litigation Reform Act of 1995 (“PSLRA”), notice to the public was issued stating the deadline by which class members could move the Court for appointment as lead plaintiff.

13. By Order dated April 28, 2015, the Court appointed Lead Plaintiffs for the Action and approved Lead Plaintiffs’ selection of Saxena White P.A. as Lead Counsel.

14. Thereafter, Lead Counsel conducted a thorough and far-reaching investigation to support the allegations in an amended complaint. That investigation included, among other things, a review and analysis of: (i) HLSS’s public filings with the SEC; (ii) research reports by securities and financial analysts; (iii) transcripts of HLSS’s earnings conference calls; (iv) economic analysis of the price movement in HLSS common stock; (v) thorough review of regulatory inquiries involving HLSS, Ocwen Financial Corporation (“Ocwen”) (HLSS’s main source for purchasing mortgage servicing assets), and other related companies; and (vi) other publicly available material and data.

15. On July 17, 2015, following this extensive investigation, Lead Plaintiffs filed and served their Consolidated Class Action Complaint (the “Consolidated Complaint”) asserting claims against HLSS and the Individual Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act. The Consolidated Complaint alleged, among other things, that Defendants made materially false and misleading statements and omitted material information regarding the nature of the relationship and business dealings between HLSS – a company created by Defendant Erbey – to acquire mortgage servicing assets – and Ocwen, the largest nonbank mortgage servicer in the country and HLSS’s main source for purchasing mortgage servicing assets. Specifically, the Consolidated Complaint alleged, among other things, that HLSS and Ocwen engaged in related-party transactions that were supposedly approved by Defendant Erbey – who was a founder, former Chairman, and had an ownership interest in both companies – in violation of Defendants’ representations that Erbey recused himself from negotiations and approvals of transactions between HLSS and Ocwen. The Consolidated Complaint also contained allegations concerning the (i) effectiveness of HLSS’s mortgage servicing technology platform, (ii) HLSS’s representations that no legal or contingent matter existed that would materially impact HLSS’s business or financials, and (iii) the Company’s compliance with United States Generally Accepted Accounting Practices (“GAAP”). The Amended Complaint further alleged that the price of HLSS common stock was artificially inflated as a result of Defendants’ allegedly false and misleading statements and omissions, and that the price declined when the truth was revealed. The Defendants have denied all of these allegations.

16. On October 5, 2015, the Securities and Exchange Commission (“SEC”) issued a Cease and Desist Order against HLSS (the “SEC Order”). The SEC Order was the culmination of an investigation that included multiple allegations regarding HLSS. On November 9, 2015, the Lead Plaintiffs filed an Amended Consolidated Class Action Complaint (the “Amended Complaint”) which added to Plaintiffs’ allegations with references to the SEC Order.

17. On January 27, 2016, this Action was transferred from the Southern District of New York to the Southern District of Florida.

18. On February 11, 2016, Erbey and the remaining Defendants each separately moved to dismiss the Amended Complaint. Following full briefing of these motions to dismiss, on June 6, 2016, the Court entered its Omnibus Order on Motions to Dismiss (the “Omnibus Order”), which granted in part and denied in part Defendants’ motions to dismiss. Specifically, the Court found that Plaintiffs had properly pled claims concerning related party transactions. However, the Court narrowed the scope of the case by dismissing all remaining claims, including allegations that Defendants misrepresented to investors that: (1) Ocwen had adequate mortgage servicing capabilities; (2) no legal or contingent matter existed that would materially impact HLSS’s business or financials; and (3) HLSS’s accounting practices and procedures complied with GAAP. On August 2, 2016, Defendants filed their answers to the Amended Complaint, denying the Lead Plaintiffs’ allegations.

19. Discovery in the Action commenced in September 2016 and involved extensive work by all parties. For example, Lead Plaintiffs served HLSS and the Individual Defendants with discovery requests on September 9, 2016. Thereafter, Lead Plaintiffs served subpoenas *duces tecum* or otherwise pursued discovery on numerous third parties including, but not limited to, Ocwen and Altisource Portfolio Solutions, S.A. (another Ocwen-related company formerly chaired by Defendant Erbey). The Defendants served document requests on Lead Plaintiffs and Lead Plaintiffs' investment managers, and Lead Plaintiffs and their investment managers produced documents in response to these requests. The parties also conducted several meet and confers related to the scope of the document requests, and Lead Counsel reviewed hundreds of thousands of documents produced by Defendants and third parties. Over 750,000 documents consisting of millions of pages were produced during discovery.

20. Following a good faith, arm's-length March 2017 mediation conducted under the auspices of the Hon. Layn Phillips (Ret.), as well as multiple follow up conversations, on May 10, 2017 the parties reached an agreement in principle to settle the Action for \$6,000,000 in cash.

21. On June 9, 2017, the parties entered into a Stipulation and Agreement of Settlement (the "Stipulation"), which sets forth the terms and conditions of the Settlement. The Stipulation can be viewed at [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com).

22. On June 15, 2017, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

23. The Defendants deny that they have violated the federal securities laws or any other laws. The Defendants also have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action.

## HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

24. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons or entities who or which purchased or otherwise acquired HLSS common stock during the period between February 28, 2012 and January 22, 2015, inclusive (the "Class Period").

Excluded from the Settlement Class are the Defendants; the affiliates and subsidiaries of HLSS, Ocwen, Altisource Portfolio Solutions, S.A., Altisource Residential Corporation, Altisource Asset Management Corporation, and New Residential Investment Corp.; members of the immediate family of each of the Individual Defendants; the Officers and directors of HLSS, Ocwen, Altisource Portfolio Solutions, S.A., Altisource Residential Corporation, Altisource Asset Management Corporation, and New Residential Investment Corp.; the heirs, successors, and assigns of any excluded person or entity; and any entity in which any excluded person has or had during the Class Period a controlling interest. Also excluded from the Settlement Class are any persons or entities that exclude themselves by submitting a request for exclusion in accordance with all of the requirements set forth in this Notice that is accepted by the Court as valid. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," on page 14 below.

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE MONEY FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN OCTOBER 31, 2017.**

## WHAT ARE THE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

25. Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. Lead Plaintiffs and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue the claims asserted in the Action through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages.

26. In light of these risks and the immediacy of the \$6,000,000 cash recovery, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is an excellent result, and is in the best interests of the Settlement Class.

27. The Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. The Defendants deny each and all of the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever.

## WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

28. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

## HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

29. As a Settlement Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel. Settlement Class Members may enter an appearance through an attorney if they so desire, but such counsel must file and serve a notice of appearance as provided in ¶ 74 below and will be retained at the individual Settlement Class Member's expense.

30. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the Action and will provide that, upon the Effective Date of the Settlement, Plaintiffs' Releasees (as defined in ¶ 36 below) shall have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim (as defined in ¶ 31 below) against the Defendants and the other Defendants' Releasees (as defined in ¶ 32 below), and shall forever be barred and enjoined from commencing, instituting, prosecuting or maintaining any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

31. "Released Plaintiffs' Claims" means any and all claims (including Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory, common, or administrative law, or any other law, rule, or regulation, whether foreign or domestic, that Lead Plaintiffs or any other member of the Settlement Class: (i) asserted in any of the complaints filed in the Action; or (ii) could have been, or in the future can or might have been, asserted in the Action or in any other action or in any other forum that have arisen, arise now or hereafter arise out of, are based upon, or relate, directly or indirectly, in any manner, or are in consequence of any of the facts, allegations, transactions, matters, events, practices, conduct, disclosures, nondisclosures, occurrences, representations, statements, acts or omissions or failures to act that were involved, set forth, or referred to in any of the complaints filed in the Action, and that relate to trading of HLSS common stock during the Class Period, including without limitation, any claims related to disclosures or omissions allegedly made or not made by Defendants or any other Defendants' Releasees, or that otherwise would have been barred by *res judicata* had the Action been litigated to a final judgment. Released Plaintiffs' Claims include all rights of appeal from any prior decision of the Court in the Action. Released Plaintiffs' Claims do not include: (i) the securities fraud claims asserted in (a) *Broadway Gate Master Fund, Ltd. v. Ocwen Financial Corporation*, No. 16-CV-80056-WPD (S.D. Fla.); (b) *In re Altisource Portfolio Solutions, S.A. Securities Litigation*, No. 14-81156-CIV-WPD; (c) *In re Ocwen Financial Corporation Securities Litigation*, No. 14-CV-81057-WPD

(S.D. Fla.); (d) *In re Ocwen Derivative Action Litigation*, No. 14-CV-81601-WPD (S.D. Fla.); (e) *City of Cambridge Retirement System v. Altisource Asset Management Corporation, et al.*, No. 15-CV-00004-WAL-GWC (D.V.I.); and (f) *Martin v. Altisource Residential Corporation, et al.*, No. 15-CV-00024-AET-GWC (D.V.I.), in each above action against the defendants in those actions as of the date of the Stipulation; (ii) any claims relating to the enforcement of the Settlement; (iii) any claims HLSS or any Individual Defendant may have against any party other than any of Plaintiffs' Releasees; (iv) any claims that HLSS or any other Defendant in the Action may have under or relating to any policy of liability, any other insurance policy, or any contractual or statutory right to indemnification; or (v) any claims of any person or entity that submits a request for exclusion from the Settlement Class that is accepted by the Court as valid (the "Excluded Claims").

32. "Defendants' Releasees" means the Individual Defendants, in their individual or official capacities, and HLSS, including its current and former parents, affiliates and subsidiaries, and each of the Defendants' respective current and former Officers, directors, agents, representatives, advisors, consultants, successors (including New Residential Investment Corp.), predecessors, assigns, assignees, partnerships, partners, trustees, trusts or holdings of personal or family assets, employees, immediate family members, insurers and reinsurers, and attorneys, in their capacities as such.

33. "Unknown Claims" means any Released Plaintiffs' Claims which any Lead Plaintiff or other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and the Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is or has an effect which is similar, comparable, or equivalent to California Civil Code §1542, 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.

Lead Plaintiffs, the other Settlement Class Members, and/or the Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which they or any of them now know or believe to be true with respect to the subject matter of the Released Plaintiffs' Claims and the Released Defendants' Claims, but Lead Plaintiffs and the Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date of the Settlement and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and whether or not the same were known to Lead Plaintiffs, the other Settlement Class Members, or the Defendants, as applicable, at any time. Lead Plaintiffs and the Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

34. The Judgment will also provide that, upon the Effective Date of the Settlement, the Defendants' Releasees will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim (as defined in ¶ 35 below) against Lead Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 36 below), and shall forever be barred and enjoined from commencing, instituting, prosecuting or maintaining any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

35. "Released Defendants' Claims" means any and all claims (including Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory, common or administrative law, or any other law, rule, or regulation, whether foreign or domestic, that arise out of, or are based upon, the institution, prosecution, or settlement of the claims against Defendants in the Action, except for claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion that is accepted by the Court as valid.

36. "Plaintiffs' Releasees" means Lead Plaintiffs and Lead Counsel, and all other Settlement Class Members, and their current and former parents, affiliates and subsidiaries, and each of their respective current and former Officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts or holdings of personal or family assets, employees, immediate family members, insurers and reinsurers, and attorneys, in their capacities as such.

37. Among other things, the Preliminary Approval Order entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class provides that all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation are stayed, and pending final determination of whether the Settlement should be finally approved, Lead Plaintiffs and all other Plaintiffs' Releasees are barred and enjoined from commencing, instituting, prosecuting or maintaining any and all of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees.

38. In addition, the Stipulation provides, among other things, that upon the Effective Date of the Settlement, Lead Plaintiffs shall covenant, and each of the other Plaintiffs' Releasees shall be deemed to have covenanted, and by operation of the Judgment shall have covenanted, not to commence, institute, maintain or prosecute any or all of the Released Plaintiffs' Claims against any or all of the Defendants or other Defendants' Releasees.

## HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

39. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than October 31, 2017**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-888-721-6290 or by emailing the Claims Administrator at [info@HLSSSecuritiesLitigation.com](mailto:info@HLSSSecuritiesLitigation.com). Please retain all records of your ownership of and transactions in HLSS common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

## HOW MUCH WILL MY PAYMENT BE?

40. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement. A Claimant's recovery will depend upon several factors, including when and at what prices he, she, or it purchased or sold HLSS shares, and the total number of shares for which valid Claim Forms are submitted.

41. Pursuant to the Stipulation, HLSS has deposited \$6,000,000 into an escrow account controlled by Lead Counsel. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve. The Net Settlement Fund is the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys' fees awarded by the Court.

42. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

43. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form **postmarked on or before October 31, 2017** shall be fully and forever barred from receiving any payment pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 31 above) against the Defendants' Releasees (as defined in ¶ 32 above) and will be enjoined and prohibited from commencing, instituting, prosecuting or maintaining any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

44. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

45. Only Settlement Class Members, *i.e.*, persons and entities who or which purchased or otherwise acquired HLSS common stock during the Class Period, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is HLSS common stock.

### **PROPOSED PLAN OF ALLOCATION**

46. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing, as opposed to losses caused by market or industry factors, or HLSS-specific factors unrelated to the alleged violations of law. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

47. The Plan of Allocation was developed based on Lead Plaintiffs' damages expert's analysis of those allegations in the Complaint that remained in the Action after the Order on the Motions to Dismiss was issued.<sup>3</sup> In this case, Defendants' allegedly false and misleading statements and omissions that remained after the Order on the Motions to Dismiss allegedly occurred on April 10, 2013; December 4, 2013; April 17, 2014; February 6, 2014; and August 18, 2014. The amount of alleged artificial inflation in the per share price of HLSS common stock that was allegedly proximately caused by Defendants' allegedly materially false and misleading statements and omissions on these dates was calculated. This calculation includes price changes in HLSS's common stock in reaction to public disclosures that allegedly corrected the respective alleged misrepresentations and omissions, and adjustments for factors that were attributable to market or industry forces, and for HLSS-specific information unrelated to the alleged violations of law.

48. The amounts of alleged artificial inflation per share reflected in Tables A-1 and A-2 below represent the maximum possible recoverable damages based on the analysis described above and are used in the Plan of Allocation for establishing the relative positions of Claimants. The amounts are based on the assumption that Lead Plaintiffs would prevail on all of their alleged claims that were not dismissed in all respects. As noted above, Defendants raised vigorous challenges to Lead Plaintiffs' positions and argued that there were no recoverable damages. As discussed above, Lead Plaintiffs recognize that there was a significant risk that Defendants could prevail on some or even all of their positions. Had Defendants prevailed, recoverable damages would have been significantly reduced and, potentially, could have been eliminated in their entirety.

49. In order for damages to be recoverable under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of HLSS common stock. Taking into account the effect of the Order on the Motions to Dismiss, allegedly corrective information released to the market that allegedly impacted the price of HLSS common stock (referred to as "corrective disclosures") occurred on December 22, 2014 and January 23, 2015. In order to have a "Recognized Loss Amount" under the Plan of Allocation, the shares of HLSS common stock must have been purchased during the Class Period, after an allegedly false or misleading statement or omission (taking into account the Order on the Motion to Dismiss), prior to a corrective disclosure, and held through at least one corrective disclosure.

50. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of HLSS common stock during the Class Period that is listed on the Proof of Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or to zero under the formula below, that Recognized Loss Amount will be zero.

51. Pursuant to the Court's Omnibus Order, the first allegedly false statement did not occur until April 10, 2013. Accordingly, for each share of HLSS common stock purchased or otherwise acquired during the period from February 28, 2012 up to and including April 10, 2013, the Recognized Loss Amount will be \$0.00.

52. For each share of HLSS common stock purchased or otherwise acquired during the period from April 11, 2013 to and including January 22, 2015, and:

- i. Sold prior to December 22, 2014, the Recognized Loss Amount will be \$0.00;

<sup>3</sup> As discussed in ¶18 above, in the Omnibus Order, the Court dismissed claims as to certain alleged misrepresentations and omissions.

- ii. Sold during the period from December 22, 2014 through and including January 22, 2015, the Recognized Loss Amount will be **the lesser of**: (i) the amount of alleged artificial inflation per share as stated in Table A-1 on the date of the purchase minus the amount of the alleged artificial inflation per share as stated in Table A-2 on the date of sale, or (ii) the purchase price minus the sale price;
- iii. Sold during the period from January 23, 2015 through and including the close of trading on April 22, 2015, the Recognized Loss Amount will be **the least of**: (i) the amount of alleged artificial inflation per share as stated in Table A-1 on the date of the purchase, (ii) the purchase price minus the sale price, or (iii) the purchase price minus the average closing price between January 23, 2015 and the date of sale as stated in Table B at the end of this Notice; and
- iv. Held as of the close of trading on April 22, 2015, the Recognized Loss will be **the lesser of**: (i) the amount of alleged artificial inflation per share as stated in Table A-1 on the date of purchase, or (ii) the purchase price minus \$16.73, the average closing price for HLSS common stock between January 23, 2014 and April 22, 2015 (the last entry on Table B).

53. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount is \$10.00 or greater.

54. If a Settlement Class Member has more than one purchase or sale of HLSS common stock, purchases and sales will be matched on a First In, First Out basis (“FIFO”). Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

55. A Claimant’s “Recognized Claim” under the Plan of Allocation will be the sum of his, her, or its Recognized Loss Amounts.

56. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

57. Purchases, acquisitions, and sales of HLSS common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of HLSS common stock during the Class Period will not be deemed a purchase, acquisition, or sale of HLSS common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of HLSS common stock unless: (i) the donor or decedent purchased or otherwise acquired the shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

58. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the HLSS common stock. The date of a “short sale” is deemed to be the date of sale of HLSS common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has an opening short position in HLSS common stock, his, her, or its earliest Class Period purchases or acquisitions of HLSS common stock will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

59. Option contracts are not securities eligible to participate in the Settlement. With respect to shares of HLSS common stock purchased or sold through the exercise of an option, the purchase/sale date of the HLSS common stock is the exercise date of the option and the purchase/sale price of the HLSS common stock is the exercise price of the option.

60. If a Claimant had a market gain with respect to his, her, or its overall transactions in HLSS common stock during the Class Period, the value of the Claimant’s Recognized Claim will be zero. If a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in HLSS common stock during the Class Period but that market loss was less than the Claimant’s total Recognized Claim calculated above, then the Claimant’s Recognized Claim will be limited to the amount of the actual market loss.

61. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in HLSS common stock during the Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount<sup>4</sup> and (ii) the sum of the Total Sales Proceeds<sup>5</sup> and Holding Value.<sup>6</sup> This difference will be deemed a Claimant’s market gain or loss with respect to his, her, or its overall transactions in HLSS common stock during the Class Period.

62. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such redistribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to a secular, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

63. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs’ Counsel, Lead Plaintiffs’ damages expert, Defendants, Defendants’ Counsel, any of the other Plaintiffs’ Releasees or Defendants’ Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiffs, Defendants and their respective counsel, and all other Defendants’ Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

64. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiffs after consultation with Lead Counsel and Lead Plaintiffs’ damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com).

**Table A-1  
Estimated Alleged Artificial Inflation from February 28, 2012  
through and including January 22, 2015  
With Respect to Purchases of HLSS Common Stock**

<b>Purchase Transaction Date</b>	<b>Inflation Per Share</b>
February 28, 2012 to April 10, 2013	\$0.00
April 11, 2013 to December 19, 2014	\$0.42
December 22, 2014 to January 22, 2015	\$0.16

<sup>4</sup> The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for HLSS common stock purchased or acquired during the Class Period.

<sup>5</sup> The Claims Administrator will match any sales of HLSS common stock during the Class Period first against the Claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of HLSS common stock sold during the Class Period will be the “Total Sales Proceeds.”

<sup>6</sup> The Claims Administrator will ascribe a value of \$13.76 per share for HLSS common stock purchased or acquired during the Class Period and still held as of the end of the day on January 23, 2015 (the “Holding Value”).

**Table A-2**  
**Estimated Alleged Artificial Inflation from February 28, 2012**  
**through and including January 22, 2015**  
**With Respect to Sales of HLSS Common Stock**

<b>Sale Transaction Date</b>	<b>Inflation Per Share</b>
February 28, 2012 to April 10, 2013	\$0.00
April 11, 2013 to December 19, 2014	\$0.42
December 22, 2014 to January 22, 2015	\$0.16

**Table B**  
**HLSS Closing Price and Average Closing Price**  
**January 23, 2015 to April 22, 2015**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between January 23, 2015 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between January 23, 2015 and Date Shown</b>
01/23/15	\$13.76	\$13.76	03/10/15	\$18.56	\$16.07
01/26/15	\$13.07	\$13.42	03/11/15	\$18.83	\$16.15
01/27/15	\$12.85	\$13.23	03/12/15	\$18.85	\$16.23
01/28/15	\$12.46	\$13.04	03/13/15	\$18.66	\$16.30
01/29/15	\$12.29	\$12.89	03/16/15	\$18.48	\$16.36
01/30/15	\$12.06	\$12.75	03/17/15	\$18.55	\$16.42
02/02/15	\$12.75	\$12.75	03/18/15	\$17.93	\$16.46
02/03/15	\$13.67	\$12.86	03/19/15	\$17.41	\$16.49
02/04/15	\$13.85	\$12.97	03/20/15	\$17.54	\$16.51
02/05/15	\$14.55	\$13.13	03/23/15	\$17.74	\$16.54
02/06/15	\$15.11	\$13.31	03/24/15	\$17.33	\$16.56
02/09/15	\$15.46	\$13.49	03/25/15	\$17.19	\$16.58
02/10/15	\$15.61	\$13.65	03/26/15	\$17.12	\$16.59
02/11/15	\$15.67	\$13.80	03/27/15	\$16.37	\$16.58
02/12/15	\$16.29	\$13.96	03/30/15	\$16.70	\$16.59
02/13/15	\$16.15	\$14.10	03/31/15	\$16.54	\$16.58
02/17/15	\$16.55	\$14.24	04/01/15	\$17.01	\$16.59
02/18/15	\$16.27	\$14.36	04/02/15	\$17.32	\$16.61
02/19/15	\$17.22	\$14.51	04/06/15	\$17.36	\$16.62
02/20/15	\$16.76	\$14.62	04/07/15	\$17.04	\$16.63
02/23/15	\$18.35	\$14.80	04/08/15	\$17.14	\$16.64
02/24/15	\$18.46	\$14.96	04/09/15	\$17.17	\$16.65
02/25/15	\$18.70	\$15.13	04/10/15	\$17.18	\$16.66
02/26/15	\$18.56	\$15.27	04/13/15	\$17.15	\$16.67
02/27/15	\$18.41	\$15.40	04/14/15	\$17.18	\$16.68
03/02/15	\$18.57	\$15.52	04/15/15	\$17.17	\$16.69
03/03/15	\$18.41	\$15.62	04/16/15	\$17.18	\$16.70
03/04/15	\$18.43	\$15.72	04/17/15	\$17.16	\$16.70
03/05/15	\$18.45	\$15.82	04/20/15	\$17.19	\$16.71
03/06/15	\$18.42	\$15.91	04/21/15	\$17.18	\$16.72
03/09/15	\$18.53	\$15.99	04/22/15	\$17.20	\$16.73

## WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

65. Plaintiffs' Counsel have not received any payment for their services in pursuing claims asserted in the Action on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33-1/3% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$650,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid solely from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

## WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

66. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class (a "Request for Exclusion"), addressed to Home Loan Servicing Solutions Securities Litigation, Exclusions, P.O. Box 3170, Portland, OR 97208-3170. The exclusion request must be **received no later than October 27, 2017**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) be signed by the person or entity requesting exclusion or an authorized representative; (c) state that such person or entity "requests exclusion from the Settlement Class in *In re Home Loan Servicing Solutions, Ltd. Securities Litigation*, Case No. 0:16-cv-60165 (WPD)"; and (d) provide all of the following information with respect to shares of HLSS common stock held, purchased/acquired, and/or sold by the person or entity requesting exclusion: (i) the total number of shares of HLSS common stock owned as of the opening of trading on February 28, 2012; (ii) the total number of shares of HLSS common stock purchased/acquired, or sold during the period from February 28, 2012 through and including April 22, 2015, and for each purchase/acquisition or sale during this time period, the purchase/acquisition or sale date, number of shares purchased/acquired or sold, and purchase/acquisition or sale price per share; (iii) the total number of shares of HLSS common stock owned as of the close of trading on April 22, 2015. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above. Lead Counsel may, at their discretion, request from any person or entity requesting exclusion documentation sufficient to prove his, her or its holdings, purchases/acquisitions, and/or sales of HLSS common stock.

67. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

68. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment from the Net Settlement Fund.

## WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

69. The Settlement Hearing will be held on November 17, 2017 at 1:15 p.m., before the Honorable William P. Dimitrouleas at the United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, Courtroom 205B, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

70. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. Participation in the Settlement is not conditioned on attendance at the Settlement Hearing.**

71. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of Florida at the address set forth below **on or before October 27, 2017**. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are *received on or before October 27, 2017*.

**Clerk's Office**

United States District Court  
Southern District of Florida  
Clerk of the Court  
U.S. Federal Building and Courthouse  
299 East Broward Boulevard  
Fort Lauderdale, FL 33301

**Lead Counsel**

**Saxena White P.A.**  
Joseph E. White, III, Esq.  
5200 Town Center Circle  
Suite 601  
Boca Raton, FL 33486

**Defendants' Counsel**

**Weil, Gotshal & Manges LLP**  
Richard Slack, Esq.  
767 Fifth Ave.  
New York, NY 10153  
**Sullivan & Cromwell LLP**  
Darrell S. Cafasso, Esq.  
125 Broad Street  
New York, NY 10004

72. Any objection: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of HLSS common stock that the objecting Settlement Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, from February 28, 2012 through January 22, 2015, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. Documents sufficient to prove membership in the Settlement Class include brokerage statements, confirmation slips, or authorized statements from a broker containing the transaction and holding information found in a confirmation slip or account statement. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

73. You may file a written objection without appearing at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

74. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 71 above so that it is *received on or before October 27, 2017*. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

75. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 71 above so that the notice is *received on or before October 27, 2017*.

76. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**77. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

## WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

78. If you purchased or otherwise acquired HLSS common stock from February 28, 2012 through January 22, 2015, inclusive, for the beneficial interest of persons or entities other than yourself, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to Home Loan Servicing Solutions Securities Litigation, Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com), by calling the Claims Administrator toll-free at 1-888-721-6290, or by emailing the Claims Administrator at [info@HLSSSecuritiesLitigation.com](mailto:info@HLSSSecuritiesLitigation.com).

## CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

79. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, [www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com).

All inquiries concerning this Notice and the Claim Form should be directed to:

HLSS Securities Litigation  
Claims Administrator  
P.O. Box 3170  
Portland, OR 97208-3170  
1-888-721-6290  
[info@HLSSSecuritiesLitigation.com](mailto:info@HLSSSecuritiesLitigation.com)  
[www.HLSSSecuritiesLitigation.com](http://www.HLSSSecuritiesLitigation.com)

and/or

Joseph E. White, III, Esq.  
SAXENA WHITE P.A.  
5200 Town Center Circle, Suite 601  
Boca Raton, FL 33486  
(561) 394-3399

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: June 15, 2017

By Order of the Court  
United States District Court  
Southern District of Florida