

If you paid Gateway First Bank a fee to make a residential loan payment by telephone or the internet between June 8, 2016, and April 25, 2022, you may be able to get a payment from this class action Settlement.

The District Court for the Central District of California authorized this Class Notice. Please read it carefully. Your legal rights will be affected whether or not you act. This is **NOT** a solicitation from a lawyer.

- Subject to Court approval, the proposed class action settlement (the “Settlement”) will provide \$1,175,000 (less legal fees and costs) to pay claims to Settlement Class Members who do not opt out of this Settlement by **August 8, 2022**.
- The Settlement affects the rights of borrowers on a residential mortgage loan on properties in the United States whose loans were serviced by Gateway First Bank (“Gateway”) and who paid a fee to Gateway for making a loan payment by telephone or the internet on or after June 8, 2016 (the “Settlement Class” or “Settlement Class Members”). **Gateway’s records identify you as a Settlement Class Member.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you wish to receive money from the Settlement, you need not do anything.
Exclude Yourself From the Settlement	You may ask to be excluded from the Settlement. If you do so, you will receive no money from the Settlement, but you retain your rights to sue Gateway on your own. To do so, you must send a letter requesting exclusion postmarked no later than August 8, 2022 .
Object to the Settlement	You may object to the Settlement if you do not exclude yourself. If you do so, you must file a written objection postmarked no later than August 8, 2022 .
Participate in the Hearing	You may appear in Court and be heard at the time of the Final Approval Hearing. If you submit a timely objection to the Settlement, you must also indicate in the objection that you wish to appear in Court and be heard at the time of the Final Approval Hearing. If you do not submit a valid, timely objection to the Settlement, you will be deemed to have waived your right to object to the Settlement.

This Class Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available for viewing and downloading on the Settlement Website.

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

A settlement has been reached in a proposed class action lawsuit styled *Langston v. Gateway First Bank*, Case No. 5:20-cv-01902-VAP-KK, pending in the United States District Court for the Northern District of California (the “Class Action”).

What is this Class Action about? The Class Action alleges that Gateway charged borrowers fees to make residential loan payments online or over the phone, including through the telephonic automated “IVR” (interactive voice response) system, and that these fees (referred to as “Convenience Fees”) violated the Rosenthal Fair Debt Collection Practices Act (“Rosenthal Act”), Cal. Civ. Code § 1788, et seq., the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, and breached the borrowers’ Deed of Trust. Gateway denies the claims and further denies that it did anything wrong. The operative complaint in the Class Action is available on the Settlement Website.

Why is there a settlement? No trial has been held on the merits of any allegations against Gateway or as to Gateway’s defenses. Rather, Gateway has agreed to the Settlement without admitting liability. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Class Notice. The Settlement Class Representative and her attorneys believe the Settlement is best for everyone affected.

Questions? Call 1 (855) 604-1714 or go to the Settlement Website at PaytoPaySettlement.com.

Why did I get this Class Notice? Gateway's records show that during the time period of June 8, 2016, to April 25, 2022, you (1) were a borrower on a residential mortgage loan on property in the United States, whose loan was serviced by Gateway, and (2) paid a fee to Gateway for making a loan payment by telephone, IVR, or the internet. Because of this, you have been identified as a Settlement Class Member.

What does the Settlement provide? The Settlement provides that, in exchange for a dismissal of the Class Action and release of claims against Defendant and other released parties, as explained in the Settlement Agreement, Defendant will create a fund of \$1,175,000 (the "Gross Settlement Fund"). Each Settlement Class Member who does not opt out will receive a pro rata distribution under the Settlement, after the payment of certain expenses, including attorneys' fees, costs, settlement administration expenses, and any Service Award. If the Court awards all expenses requested by the Parties, the Net Settlement Fund will be approximately \$830,000. Settlement Class Members who receive a Settlement Payment are solely responsible for distributing or allocating their payment between or among all co-account holders.

Also, as part of the Settlement, Gateway has agreed that on or before January 1, 2022, Gateway will stop charging or collecting Convenience Fees from any Settlement Class Member and from any borrower and will refrain from the charging or collection of Convenience Fees from borrowers for a period of at least one year after entry of the Final Approval Order.

What do I need to do to receive a payment from the Settlement? To receive a payment, you do not have to do anything. However, if you have recently moved or you believe that the mailing address on file at Gateway is not current, contact the Settlement Administrator at **Langston v. Gateway First Bank Settlement Administrator, P.O. Box 6606, Portland, OR 97228-6606**, to ensure the check is mailed to your current address. Settlement Class Members who do not opt out of the Settlement Class will receive a check by mail in an amount equal to their pro rata distribution. Distribution will be made after the Settlement is approved, the settlement administration is complete, and any appeal is addressed. Payment can take time. Please be patient.

What am I giving up to get a payment or stay in the Settlement Class? Unless you opt out of the Settlement, you are in the Settlement Class, which means that upon final approval of the Settlement, you will be deemed to have fully released, forever discharged, and are permanently barred and enjoined from instituting, commencing, or prosecuting any claims, counterclaims, actions, causes of action, suits, setoffs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown, at law or in equity, by right of action or otherwise, arising out of, based upon, or related in any way to the charging, collection, or attempted collection of Convenience Fees accruing from June 8, 2016, through the date of preliminary approval.

How do I get out of the Settlement? To exclude yourself from this Settlement, you must send a letter by mail to the Settlement Administrator *postmarked* no later than **August 8, 2022**. To be effective, the request for exclusion must include (i) each Settlement Class Member's full name and mailing address; (ii) a clear and unequivocal statement that the Settlement Class Member[s] wish[es] to be excluded from the Settlement Class; (iii) the caption of the Class Action: "*Langston v. Gateway First Bank*, Case No. 5:20-cv-01902"; and (iv) the signature of each Settlement Class Member or an individual authorized to act on the Settlement Class Member's behalf. If there are co-borrowers on the loan, all co-borrowers must sign the request for exclusion. You must mail your exclusion request to the following address: **Langston v. Gateway First Bank Settlement Administrator, P.O. Box 6606, Portland, OR 97228-6606**, *postmarked* by **August 8, 2022**. If you send a timely and valid request to be excluded from the Settlement Class, you will not get any Settlement Payment, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit.

How do I tell the Court that I don't like the Settlement? If you do not exclude yourself, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement, the request for attorneys' fees and expenses, or the request for a Settlement Class Representative Service Award. Objections must be submitted in writing to the Settlement Administrator at **Langston v. Gateway First Bank Settlement Administrator, P.O. Box 6606, Portland, OR 97228-6606**, *postmarked* no later than **August 8, 2022**. Any objection should contain all of the following information: (i) the caption of the Class Action: "*Langston v. Gateway First Bank*, Case No. 5:20-cv-01902"; (ii) the objector's full name, address, and telephone number; (iii) if applicable, the name and address of any person claiming to be legally entitled to object on behalf of a Settlement Class Member and the basis of such legal entitlement; (iv) all specific legal and factual bases for the objection, including all evidence and legal argument; (v) whether the objector is represented by counsel and, if so, the identity of such counsel and a list of all cases in which such counsel has represented an objector in objecting to a class action settlement; (vi) a statement indicating whether you and/or your counsel's intend to appear at the Final

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Approval Hearing, and if so, a list of witnesses, if any, that you intend to call; and (vii) the objector's signature. If your objection does not contain all of this information, is mailed to an incorrect address, or is postmarked after the deadline specified above, your objection will be considered invalid and you will be deemed to have waived your objections.

Do I have a lawyer in this Class Action? The Court appointed the law firms of Carney Bates & Pulliam, PLLC and Bailey & Glasser LLP to represent you and other Settlement Class Members (referred to together as "Class Counsel"). Class Counsel will ask the Court for attorneys' fees of up to 25% of the Gross Settlement Fund, plus reimbursement of reasonable litigation expenses. Class Counsel will also request approval of a Service Award to the Settlement Class Representative in the amount of \$5,000. Class Counsel's motion for attorneys' fees, expenses, and a Service Award will be filed at least 21 days prior to the exclusion and objection deadline and subsequently made available on the Settlement Website. If you have any questions for Class Counsel, you may direct those to Randy Pulliam, Carney Bates & Pulliam, PLLC at 519 W. 7th St., Little Rock, AR 72201.

When and where will the Court decide whether to approve the Settlement? The Court will hold a Final Approval Hearing at **2:00 p.m.** on **August 29, 2022**, at the United States District Court for the Central District of California, First Street Courthouse, 6th Floor, 350 W. 1st Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide Class Counsel's application for attorneys' fees, expenses, and a Service Award. Further information about how to attend the hearing, including whether the hearing will be held in person at the courthouse or online via Zoom videoconferencing, will be available on the Settlement Website. The Court may change the date or time of the Final Approval Hearing without further notice, so please check the Settlement Website for any changes.

You do not have to appear at the Final Approval Hearing to receive the benefits of the Settlement.

How do I get more information? This Class Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at PaytoPaySettlement.com; by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, First Street Courthouse, 6th Floor, 350 W. 1st Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays; or by contacting Class Counsel at the address provided above. You can also call the Settlement Administrator toll free at 1 (855) 604-1714 with your questions.

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

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at PaytoPaySettlement.com.**