



UNITED STATES DISTRICT COURT FOR  
THE CENTRAL DISTRICT OF CALIFORNIA

**A class action settlement may affect your rights if you paid M&T Bank a fee to make a residential loan payment by telephone or the internet on or after August 9, 2015.**

**THIS NOTICE COULD AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY**

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

The United States District Court for the Central District of California (the “Court”) authorized this Notice. This Notice is a summary of a proposed settlement of a class action lawsuit titled *Lisa Silveira v. M&T Bank*, Case No. 2:19-cv-06958-ODW-KS (the “Action”). Lisa Silveira (“Plaintiff”) sued M&T Bank (“M&T”), alleging that M&T charged borrowers Pay-to-Pay fees to make mortgage payments online or by phone. The Action asserts that M&T’s practice of charging such fees, among other things, violated the Fair Debt Collection Practices Act and the Rosenthal Fair Debt Practices Act, and breached the terms of the borrowers’ loan agreements. M&T denies the allegations asserted in the Action.

More information about the Action and a copy of the complete settlement agreement is available on the settlement website: [www.MortgageFeeSettlement.com](http://www.MortgageFeeSettlement.com).

The following is a summary of the Settlement and of your rights.

**1. Who is a Class Member?**

The Court has determined that every person who fits the following description is a Class Member:

All borrowers with a residential mortgage loan serviced by M&T from whom M&T collected a Pay-to-Pay Fee from the period of August 9, 2015 through May 6, 2021.

**M&T’s records reflect that you may be a Class Member.**

**2. What are the terms of the proposed Settlement?**

The complete terms of the proposed Settlement are set forth in a formal Settlement Agreement (the “Agreement”) which is on file with the Court, and which is also available on the settlement website at: [www.MortgageFeeSettlement.com](http://www.MortgageFeeSettlement.com). This Notice is only a summary of the Settlement, and in case of any conflict between this Notice and the Agreement, the terms of the Agreement will control.

In the proposed Settlement, M&T has agreed to create a \$3,325,000.00 Settlement Fund. Notice and Administrative Costs, any Court-awarded Attorneys’ Fees and Expenses to Class Counsel, and any Service Award to the Class Representative will be paid out of the Settlement Fund first. The remaining balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed among the

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Class Representative and all Class Members who are not excluded from the class, as set forth below (the “Settlement Class Members”).

Allocations of the Settlement Fund will be calculated on a loan-by-loan basis, not a borrower-by-borrower basis, such that the settlement payment on any loan with more than one Settlement Class Member borrower shall be made payable jointly to all Settlement Class Member borrowers on that loan. For each loan on which a Class Member is a borrower, the Settlement Administrator shall allocate the amount of the Net Settlement Fund that represents the proportional amount of Pay-to-Pay Fees charged by M&T within the Class Period on that loan. By way of illustration, if you are a borrower on a loan that paid one percent of the total Pay-to-Pay fees collected by M&T during the Class Period, you (and any co-borrower or joint borrower on the loan) will be allocated one percent of the Net Settlement Fund.

If there is any amount in the Settlement Fund that remains following the distribution of checks to Settlement Class Members as a result of checks being returned undeliverable or which are not cashed within 90 days, that amount will be distributed on a *pro rata* basis to Settlement Class Members who cashed their checks. If there is any amount in the Settlement Fund that remains following the secondary distribution, or there are not enough funds to make a secondary distribution economically feasible, then, with the Court’s approval, the remaining amount will be paid to a 501(c)(3) charitable organization that will be proposed by the parties in advance of final approval.

**Attorneys’ Fees and Expenses, and Service Award.** Class Counsel will ask the Court to award attorneys’ fees in an amount not to exceed one third of the Settlement Fund, plus litigation costs and expenses. Class Counsel will also request Court approval of a Service Award to the Class Representative in the amount of \$10,000. Class Counsel will file that request, along with all supporting documents, at least 28 days before the Fairness Hearing. At least 28 days before the Fairness Hearing, the request and all supporting papers will be available for your review on the settlement website at [www.MortgageFeeSettlement.com](http://www.MortgageFeeSettlement.com). The Court will determine the appropriate amount of the attorneys’ fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys’ fees, costs, or service award amounts.

**You are not required to make any payments to Class Counsel in this action.**

### 3. How Can I Get the Relief?

As long as you do not exclude yourself from the Settlement, you will automatically receive relief, and you do not need to take further action.

### 4. When Will I Get the Relief?

As described below, the Court will hold a Fairness Hearing on **September 27, 2021**, to decide whether to grant final approval of the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable, and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time. Payments to Settlement Class Members will only be made after the time for any appeals expires.

Payments to Settlement Class Members will be made in the form of a check, and all checks will expire and become void 90 days after they are issued. For good cause shown by the Settlement Class Member involved, however, the Settlement Administrator may reissue a check for up to an additional 90-day period following the original 90-day period.

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## 5. Who Represents Me?

The Court has appointed Bailey & Glasser LLP and Tycko & Zavareei LLP to represent you and other Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

## 6. What Happens Next?

The Court will hold a “Fairness Hearing” on **September 27, 2021, at 1:30 p.m.** at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Los Angeles, CA 90012 – Courtroom 5D, 5th Floor, to hear any objections and to consider whether to give final approval to the Settlement. The Court will hear objections at the hearing only from those who timely object to the Settlement, as described below. You may participate in the Fairness Hearing with or without an attorney, but if you choose to be represented by an attorney, you must do so at your own expense.

**YOU DO NOT HAVE TO APPEAR AT THE HEARING TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

## 7. What Are Your Options?

**Participate in the Settlement.** If you wish to remain a part of the Settlement, you do not have to do anything now. You automatically will be eligible for the settlement benefits if the Court approves the Settlement.

**Opt Out of the Settlement.** If you choose to exclude yourself, or “opt out,” of the Settlement, you must send a written statement to the Settlement Administrator that includes: (1) your full name and current address; (2) your M&T loan number; and (3) a specific statement that you desire to be excluded from the Settlement. You must personally sign your written “opt-out” statement and **mail it postmarked no later than August 3, 2021, to the following address:**

Settlement Administrator  
c/o Epiq  
P.O. Box 3719  
Portland, OR 97208-3719

If you are a co-borrower or joint borrower on a loan covered by the Settlement and you opt out of the Settlement, all co-borrowers and/or joint borrowers on the loan will also be excluded from the Settlement. Similarly, if you are a co-borrower or joint borrower on a loan covered by the Settlement and another borrower on that loan is a Class Member who opts out of the Settlement, you will also be excluded from the Settlement. If you do not opt out, and no co-borrower or joint borrower on your loan opts out, you (and your co-borrower(s) and/or joint borrower(s), if any) will be bound by this Settlement.

**Object to the Settlement.** You may remain a member of the class, but object to the terms of the Settlement. You may object to all or any portion of the Settlement at the Fairness Hearing, but you must first explain your objections in writing. All objections must include: (1) your full name, current address, and telephone number; (2) your M&T loan number; (3) a statement of the position you wish to assert, including the factual and legal grounds for the position; (4) the names and a summary of

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testimony of any witnesses that you intend to call in connection with the objection; (5) copies of all documents that you wish to submit in support of your position; (6) the name(s) of any attorney(s) representing you; (7) the name, court, and docket number of any class action litigation in which you or your attorney(s) have previously appeared as an objector or provided legal assistance with respect to an objection; and (8) state whether the objection applies only to you, to a specific subset of the class, or to the entire class.

To be considered, objections must be: (1) mailed to the Settlement Administrator by first class U.S. mail, postage paid, to the address below and **postmarked no later than August 3, 2021**; and (2) filed with the Court and mailed or otherwise delivered to Class Counsel and Counsel for M&T. If you are not represented by Counsel, you may file your objection with the Court by mailing it to the address below. If you are represented by Counsel, your Counsel must file an appearance and submit your objection through the Court's e-filing system.

The addresses are:

**Settlement Administrator**

Settlement Administrator  
c/o Epiq  
P.O. Box 3719  
Portland, OR 97208-3719

**Counsel for Class Representative**

James Kauffman  
Bailey & Glasser LLP  
1055 Thomas Jefferson Street NW  
Suite 540  
Washington, DC 20007

Hassan Zavareei  
Tycko & Zavareei LLP  
1828 L Street, NW – Suite 100  
Washington, DC 20036

**Counsel for M&T**

Michael J. Agoglia  
Alston & Bird LLP  
560 Mission Street, Suite 2100  
San Francisco, CA 94105

**The Court**

Clerk of Court, United States District Court for the Central District of California  
255 E. Temple Street, Suite TS-134  
Los Angeles, CA 90012-3332

You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

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## 8. What am I agreeing to by remaining in the class in this case?

If the Settlement receives final approval from the Court, the Settlement will be legally binding on all Settlement Class Members, including Settlement Class Members who object. If you, or someone acting on your behalf, are currently litigating claims against M&T or other released parties that are the same as or similar to those addressed here, you will be barred from pursuing the claims released by the Settlement unless you validly opt out, as described above.

The full terms of the release, which will bind all Settlement Class Members as to certain claims against M&T and certain affiliates and related entities (“Released Parties”), are set forth in the Settlement Agreement, which is on file with the Court, and which is available on the settlement website at: [www.MortgageFeeSettlement.com](http://www.MortgageFeeSettlement.com). Unless you exclude yourself, you will be a Settlement Class Member, and that means that any claims you have regarding fees Pay-to-Pay fees you paid to M&T will be fully and completely resolved, and that you cannot sue, continue to sue, or be part of any other lawsuit against M&T about M&T’s collection of Pay-to-Pay fees. It also means that the Court’s Orders approving the Settlement and the judgment in this case will apply to you and legally bind you.

If you want to keep the right to sue or continue to sue M&T, on your own, about M&T’s collection of Pay-to-Pay fees, you must exclude yourself from the Settlement in this case. If you exclude yourself, as set forth above, you will not receive any of the benefits of the Settlement, as described above.

## 9. More Information Is Available

This Notice is only a summary of the Settlement and the Agreement. If you have questions regarding the Settlement, you may contact Class Counsel at:

James Kauffman, Bailey & Glasser LLP, 1055 Thomas Jefferson Street NW, Suite 540, Washington, DC 20007, (202) 463-2105, [jkauffman@baileyglasser.com](mailto:jkauffman@baileyglasser.com).

Hassan Zavareei, Tycko & Zavareei LLP, 1828 L Street, NW – Suite 100, Washington, DC 20036, (202) 973-0900, [hzavareei@tzlegal.com](mailto:hzavareei@tzlegal.com).

You may also contact the Settlement Administrator at:

Settlement Administrator, c/o Epiq, P.O. Box 3719, Portland, OR 97208-3719, (855) 917-3514.

You may also review the Court’s file during regular court hours at:

U.S. District Court for the Central District of California  
255 E. Temple Street, Suite TS-134  
Los Angeles, CA 90012-3332

You may also view additional information, including the Settlement Agreement, and copies of other relevant documents and Court Orders, at the settlement website at [www.MortgageFeeSettlement.com](http://www.MortgageFeeSettlement.com).

**PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE CLERK OF THE COURT.**

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