

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

DAWN TARDIBUONO-QUIGLEY, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

HSBC MORTGAGE CORPORATION
(USA) and HSBC BANK USA, N.A.,

Defendants.

Case No. 7:15-cv-06940-KMK-JCM

STIPULATION AND AGREEMENT OF SETTLEMENT

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STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Settlement Agreement” or “Agreement”) is entered into as of April 24, 2019 in the above-captioned action between, on the one hand, plaintiff Dawn Tardibuono-Quigley, individually and on behalf of the other Class Members and, on the other hand, defendants HSBC Mortgage Corporation (USA) (“HSBC Mortgage”) and HSBC Bank USA, N.A. (“HSBC Bank”) (together, “HSBC” or “Defendants”), on behalf of themselves and for the benefit of the other Released Parties, as more fully set forth below (all capitalized terms used herein and not otherwise defined in the text shall have the meanings ascribed to them in Section 2), subject to approval of the United States District Court for the Southern District of New York pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

SECTION 1. RECITALS

1.1 On September 2, 2015, Plaintiff filed a putative class action complaint, docketed as 15-cv-06940, against HSBC, PHH Corporation, and PHH Mortgage Corporation (“PHH Mortgage”) in the United States District Court for the Southern District of New York.

1.2 On December 9, 2015, Plaintiff voluntarily dismissed without prejudice PHH Corporation pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i).

1.3 On January 29, 2016, Plaintiff amended the Complaint against HSBC and PHH Mortgage (“First Amended Complaint”).

1.4 The Complaint and First Amended Complaint alleged that HSBC and PHH illegally charged Plaintiff and class members who defaulted on their mortgage obligations fees for property inspections and broker price opinions that were unnecessary, in breach of mortgage agreements precluding the assessment of fees for unnecessary services, and in violation of New York’s General Business Law (“GBL”) § 349, among other claims.

1.5 On March 4, 2016, HSBC and PHH Mortgage separately moved to dismiss the First Amended Complaint. The motions were fully briefed by Plaintiff and HSBC (the “Settling Parties”) and PHH. Plaintiff opposed the motion on April 15, 2016, and, on May 13, 2016, HSBC and PHH Mortgage filed their respective replies in support of the motion. PHH Mortgage also filed Notices of Supplemental Authority on May 24, 2016, September 9, 2016, October 7, 2016, and March 13, 2017, to which Plaintiff responded on June 27, 2016, November 9, 2016, and March 23, 2017. PHH Mortgage replied to Plaintiff’s responses on November 14, 2016 and March 28, 2017.

1.6 On March 30, 2017, the Court granted PHH Mortgage’s motion, and granted in part and denied in part HSBC’s motion by dismissing HSBC Bank from the case, and dismissing all claims against HSBC Mortgage except for the breach of contract and GBL § 349 claims.

1.7 On May 1, 2017, HSBC Mortgage filed its Answer to the First Amended Complaint.

1.8 On October 16, 2018, Plaintiff amended the First Amended Complaint to add HSBC Bank as a defendant (“Second Amended Complaint”), and to add a claim for violation of New York Banking Law § 598(3).

1.9 Class Counsel has conducted an extensive investigation and thorough discovery relating to the claims and the underlying events and transactions alleged in the Complaint and the Amended Complaints, including the following items that were completed as of the date the agreement in principle to settle was reached: Plaintiff served interrogatories and document requests on HSBC, to which and in compliance with court orders, HSBC provided and supplemented responses, and produced thousands of documents. Plaintiff also obtained via subpoena data from third parties, the Federal National Mortgage Association, PHH Mortgage,

and Black Knight Financial Services, LLC, deposed PHH Mortgage and HSBC Mortgage, and retained two experts, a mortgage servicing expert, Mr. Christopher Wyatt, to explain whether and under what circumstances property inspections and broker price opinions are needed to protect a lender's interest in a property, and a damages expert, Dr. Marc Vellrath, to investigate how to measure and quantify damages to the Class and whether this can be done without an individualized inquiry into the circumstances of particular class members.

1.10 Numerous disputes among the parties were zealously litigated. Numerous letters were exchanged and filed concerning HSBC's motion to dismiss, various discovery disputes, and proposed and actual amendments to the complaint.

1.11 On February 26, 2018, the Settling Parties moved to stay the Action pending mediation then scheduled for May 2, 2018, without, however, adjourning the March 5, 2018 deadline for Plaintiff's motion for class certification. The Court granted the stay.

1.12 On March 5, 2018, Plaintiff moved for class certification.

1.13 In an effort to resolve this dispute, the Settling Parties engaged in a day-long mediation session before JAMS mediator Hon. Diane M. Welsh on May 2, 2018. It was only after extended arm's length negotiations under the auspices of Judge Welsh, review of additional data produced by HSBC, and further settlement negotiations, that the Settling Parties reached an agreement in principle to compromise and settle the claims raised in the Action. The Settling Parties then separately negotiated and reached an agreement with the help of Judge Welsh concerning attorneys' fees, litigation expenses, and service award.

1.14 HSBC denies any wrongdoing whatsoever and this Agreement shall in no event be construed or deemed to be evidence of an admission or concession on its part or any other Released Party with respect to any claim or of any fault or liability or wrongdoing or damage

whatsoever, or any infirmity in the defenses asserted. The Settling Parties recognize, however, that the Action has been filed by Plaintiff and defended by HSBC in good faith and in compliance with Federal Rule of Civil Procedure 11, that the Action is being voluntarily settled upon advice of counsel, and that the terms of the Settlement are fair, reasonable and adequate. This Agreement shall not be construed or deemed to be a concession by Plaintiff of any infirmity in the claims asserted in the Action.

1.15 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Settling Parties to this Agreement, through their respective undersigned attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits provided by the Settlement, that all Released Claims against the Released Parties, including HSBC, shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions.

SECTION 2. DEFINED TERMS

As used in this Agreement, the following terms shall have the meanings set forth below:

2.1 “Agreement” or “Settlement Agreement” means this Stipulation and each and every exhibit attached hereto.

2.2 “Approved Claimant” means a Class Member who submitted a Proof of Claim that the Claims Administrator determines to be timely, complete, and valid pursuant to the requirements and procedures set forth in this Agreement, or whose claim the Parties decide to approve for payment notwithstanding deficiencies in the Proof of Claim.

2.3 “Claims Administrator” means Angeion Group or such other entity as the Settling Parties agree upon and propose to the Court for approval.

2.4 “Claim Payment” means the payment an Approved Claimant will receive from HSBC, the amount of which will depend on the Claim Payment Group into which the Approved Claimant's Property is classified, as more fully set forth in Section 3.1 of this Agreement.

2.5 “Claim Period” means the period of time in which a Settlement Class Member may submit a Proof of Claim form, which must be properly completed so that a Settlement Class Member is eligible to receive a Settlement Award. The Claim Period shall be the time period between issuance of Class Notice and the Claim Period Close Date.

2.6 “Claim Period Close Date” means the date, as set by the Court in the Preliminary Approval Order, by which a Settlement Class Member must have submitted, whether by mail or through the Settlement Website, a Proof of Claim to the Claims Administrator in order to be considered eligible to receive a Claim Payment.

2.7 “Class” and “Class Member” mean, for the purposes of this Settlement only, the following:

(a) Any person who, between July 31, 1992 and December 31, 2000, entered into a mortgage agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a residential property in New York that is not part of a cooperative, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions (“New York Non-Co-Op. Class”);

(b) Any person who entered into a security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a unit in a New York cooperative, and who, at any time between September 2, 2012 and December 31, 2017,

was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions (“New York Co-Op. Class”);

(c) Any person who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections (“Non-New York P.I. Class”); and

(d) Any person who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for Broker Price Opinions that satisfies the Specified Criteria set forth herein (“Non-New York B.P.O. Class”).

Excluded from the Classes are Defendants, their parents, subsidiaries, affiliates, officers and directors, any entity in which Defendants have controlling interest, all Class Members who make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation as well as their immediate family members.

2.8 “Class Counsel” or “Plaintiff’s Counsel” means Finkelstein, Blankinship, Frei-Pearson & Garber, LLP.

2.9 “Class Notice” means all types of notices that will be provided to the Settlement Class pursuant to this Agreement, including Postcard Notice, Reminder Notice, Website Notice, and any additional notice that might be ordered by the Court.

2.10 “Class Period” means from September 2, 2012 to December 31, 2017.

2.11 “Class Representative” means Plaintiff.

2.12 “Court” means the United States District Court for the Southern District of New York.

2.13 “Defendants’ Counsel” means Stroock & Stroock & Lavan LLP.

2.14 “Effective Date” means the first business day after which all of the following events have occurred:

(a) the Court has entered the Preliminary Approval Order;

(b) the Court has approved the Settlement, following notice to the Class and conducting the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

(c) the time to exercise all termination rights or options provided in this Agreement have expired or otherwise been waived; and

(d) the Court has entered the Judgment which has become Final (defined below).

2.15 “Final” when referring to an order or judgment means: (i) that the time for appeal or appellate review of the order or judgment has expired without any appeal having been filed; or (ii) if there has been an appeal, that the appeal has been decided without causing a material change in the order or judgment and is no longer subject to appellate review by further appeal or writ of certiorari.

2.16 “Final Approval” means the date that the Court enters, without material modification, the Final Approval Order.

2.17 “IRS Form 1099” means the version of Form 1099 applicable to Distribution Checks to be issued by the Claims Administrator that is approved by the Internal Revenue Service for use during the period when Distribution Checks (as defined below in Section 5) will be issued under this Agreement.

2.18 “Judgment” means the proposed order and judgment, substantially in the form attached to this Agreement as Exhibit C, to be entered in this Action pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, approving, among other things, the Settlement after the Court has conducted the Settlement Hearing.

2.19 “Last Known Mailing Address” means the last known mailing address for a Mortgagor Party reflected in HSBC’s reasonably accessible electronic files related to the servicing of residential mortgages.

2.20 “Mortgagor Party” means such person who was a mortgagor on a Property. The term “Mortgagor Party” is equal in scope and synonymous in meaning to the term “Class Member.”

2.21 “Postcard Notice” means the notice, substantially in the form attached hereto as Exhibit E, which is to be sent to Class Members in the manner and at such time as set forth in the Preliminary Approval Order. The Postcard Notice shall include an identification number unique to each Class Member, which will permit certain information to automatically populate the on-Line Proof of Claim (defined below) as well as a tear off option for return mailing.

2.22 “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached as Exhibit B.

2.23 “Proof of Claim” means the form, substantially in the form attached hereto as Exhibit G, that a Claimant must complete, consistent with the requirements and procedures set forth in this Agreement, to be entitled to a Claim Payment. A Proof of Claim may be submitted in paper form or on-line through the Settlement Website (an “On-Line Proof of Claim”).

2.24 “Property” means the residential property that is the subject of a mortgage agreement or security agreement between a Class Member and HSBC.

2.25 “Released Claims” means all actions, claims, debts, demands, damages, costs, attorneys’ fees, losses, remedies, causes of action, and rights and liabilities at law or in equity, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, whether class or individual in nature, against the Released Parties, belonging to Plaintiff and/or any or all Class Members and/or their respective heirs, assigns, beneficiaries, and successors, and any other Person claiming through or on behalf of them (collectively, the “Releasing Parties”), arising under federal, state, local, statutory, or common law, or any other law, rule or regulation, based upon, arising out of, or relating to, the assessment of fees for broker price opinions or property inspections by HSBC or its agents, the practices of HSBC or its agents in ordering or charging borrowers for fees pertaining to property inspections and broker price opinions during the Class Period, or that relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action. “Released Claims” include “Unknown Claims” as defined below, but do not include claims to enforce any of the terms of this Stipulation.

2.26 “Released Parties” means any and all of Defendants and each of their respective past and present subsidiaries, parents, successors, predecessors, divisions, legal representatives, administrators, trustees, beneficiaries, assigns, principles, partners, members, managers, officers,

directors, agents, employees, shareholders, attorneys, independent auditors, independent contractors, affiliates, controlled persons, controlling persons, insurers, advisors, consultants, and investment advisors.

2.27 “Reminder Notice” means the notice, substantially in the form attached hereto as Exhibit F, which is to be sent to Class Members in the manner and at such time as set forth in the Preliminary Approval Order. The Reminder Notice shall include an identification number unique to each Class Member which will permit certain information to automatically populate the On-Line Proof of Claim.

2.28 “Service Award” means incentive awards for Plaintiff, as set forth in Section 8(B) of this Agreement.

2.29 “Settlement Class” means all Class Members who have not timely and properly requested exclusion from the Class pursuant to the procedures set forth in the Preliminary Approval Order.

2.30 “Settlement Amount” means the amount HSBC will make available to pay the claims of Approved Claimants up to \$2,350,000.00. In no event shall HSBC be required to pay more than this amount under this Settlement.

2.31 “Settlement Hearing” means the hearing by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider, among other things, approval of the Settlement as set forth in the Preliminary Approval Order.

2.32 “Settlement Website” means that certain website to be created by the Claims Administrator which will contain various relevant information and documents concerning the Action and this Agreement, as more fully described in Section 4(B) to this Agreement. The Class Notice shall inform Class Members of the Settlement Website.

2.33 “Specified Criteria” refers to the following factors that a mortgage servicing expert engaged for this Settlement will apply to determine whether fees assessed by or on behalf of HSBC for Broker Price Opinions are deemed unnecessary for the limited purpose of this Settlement:

- (a) Was assessed during the relevant Class Period; and
- (b) Was between \$50 and \$150; and
- (c) Was either (i) charged to an account more than 91 days before the account’s foreclosure date, or (ii) charged to an account after the account’s foreclosure date, or (iii) charged to an account with no foreclosure date.

2.34 “Unknown Claims” means any and all Released Claims which Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff shall for herself and all persons claiming by, through, or on her behalf, expressly waive, and each other Class Member 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, that is similar, comparable, or equivalent to Cal. Civ. 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.

Plaintiff acknowledges, and all other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released

Claims is separately bargained for and is a material element of the Settlement and this Agreement.

2.35 “Website Notice” means the website notice provided pursuant to Section 4.B of this Agreement, subject to approval by the Court, in the form attached hereto as Exhibit D without material change. The Website Notice will be posted on the Settlement Website (as discussed below), which shall be established and administered by the Claims Administrator.

2.36 As used herein, the plural of any of the above defined terms includes the singular thereof and the singular of any defined term includes the plural thereof as the case may be.

SECTION 3. THE SETTLEMENT CONSIDERATION

3.1 HSBC, through the Claims Administrator, shall pay the claims of Approved Claimants up to \$2,350,000.00, as follows:

(a) Each Approved Claimant from the New York Non-Co-Op. Class shall be paid 230% of the total amount of fees assessed for property inspections and/or broker price opinions (“Claim Payment Group A”);

(b) Each Approved Claimant from the New York Co-Op. Class shall be paid 230% of the total amount of fees assessed for property inspections and/or broker price opinions (“Claim Payment Group B”)

(c) Each Approved Claimant from the Non-New York P.I. Class shall be paid 100% of the total amount of fees assessed for property inspections (“Claim Payment Group C”); and

(d) Each Approved Claimant from the Non-New York B.P.O. Class shall be paid 100% of the total amount of fees assessed for Broker Price Opinions that meet the Specified Criteria (“Claim Payment Group D”).

3.2 Each Class Member will be entitled to the amounts set forth above regardless of whether the Class Member paid any fees assessed for property inspections and/or broker price opinions.

3.3 To the extent that there is more than one Approved Claimant for the same Property, then all such Approved Claimants shall be (a) entitled to only one payment for that Property, the amount of which shall be determined based on the criteria set forth in Section 3.1; (b) solely responsible for the allocation, if any, of the payment between and among themselves; and (c) solely responsible for taking all steps necessary to negotiate any Distribution Check made payable to more than one Mortgagor Party, including but not limited to all costs associated with taking such steps. Delivery of a Distribution Check to one of several Approved Claimants for the same Property shall be deemed final and conclusive of HSBC's obligations under this Agreement.

3.4 Apart from HSBC, none of the Released Parties shall have any obligation to make any payments to any Approved Claimant under the terms of this Agreement. HSBC shall have no obligation to make any other or further payments to any Approved Claimant beyond those set forth in Section 3.1, hereof, except to the extent specifically set forth in Section 8(B), hereof.

SECTION 4. ADMINISTRATION OF THE SETTLEMENT

4.1 The Claims Administrator shall be retained by HSBC, subject to approval of Class Counsel who shall not unreasonably withhold such approval. The Claims Administrator shall discharge its duties under joint direction and supervision of HSBC and Class Counsel, and subject to the jurisdiction of the Court.

A. Identification Of Class Members

4.2 Class Members shall be identified based on the records maintained by HSBC and that have been provided to Class counsel provided that, if the Claims Administrator determines, pursuant to the procedures set forth herein, that a Class Member's current mailing address is different from the Last Known Mailing Address, then such current mailing address shall be employed for all communications with the Class Member.

4.3 No later than ten (10) days after the Court enters the Preliminary Approval Order, HSBC shall deliver to the Claims Administrator an electronic file, in a format to be agreed upon by HSBC and the Claims Administrator, containing the following related data with respect to each Class Member (the "Class Members E-File"):

- (a) The name(s) of the Mortgagor Party for each Property;
- (b) The address of the Property;
- (c) The Last Known Mailing Address of the Mortgagor Party; and
- (d) The total Claim Payment associated with each Property.

4.4 Upon receipt of the Class Members E-File, the Claims Administrator will conduct a search on the National Change of Address Database of the names of all Mortgagor Parties to determine if the Last Known Mailing Address appears to remain valid. The Claims Administrator will, if appropriate, revise the Last Known Mailing Address based on the results of its search and the Last Known Mailing Address or the revised address, as appropriate, shall be deemed the "Current Address" of the Mortgagor Party for purposes of the Claims Administrator mailing the Postcard Notice and Reminder Notice.

4.5 In the event that a Postcard Notice for a Mortgagor Party is returned to the Claims Administrator as undeliverable, the Claims Administrator shall conduct, to the extent the Class

Members E-File data permits, a one-time skip trace search of the Mortgagor Party to determine if an address other than the Current Address is appropriate. Based on the results of its search, the Claims Administrator will, if appropriate, revise the Current Address of the Mortgagor Party (the “Revised Current Address”) and re-send, by mail, first class postage pre-paid, the Postcard Notice to the Mortgagor Party at the Revised Current Address. The Claims Administrator shall employ the Revised Current Address for purposes of mailing the Reminder Notice.

4.6 Notwithstanding the identification of the Last Known Mailing Address, Current Address and Revised Current Address, the mailing address set forth on a Proof of Claim submitted by a Claimant who is determined, pursuant to the procedures set forth herein, to be a Class Member shall be used by the Claims Administrator in preparing the Distribution Schedule and distributing the Distribution Checks (as these terms are defined herein).

B. Creation Of A Settlement Website

4.7 Pursuant to the schedule set forth in the Preliminary Approval Order, the Claims Administrator shall establish the Settlement Website (the name of which shall be mutually agreed upon by HSBC and Class Counsel), which shall contain the following information and possess the following functionality:

(a) Contain a search function through which Class Members can enter a property address and confirm whether that property is associated with the Settlement Class and, if so, their respective award;

(b) Permit Class Members to view and print documents relevant to the Settlement, including this Agreement, the Class Notice, the Proof of Claim and the Preliminary Approval Order;

(c) Permit Class Members to complete and submit an On-Line Proof of Claim;

(d) Permit Class Members to automatically populate the On-Line Proof of Claim using the unique identification number contained on the Postcard Notice and Reminder Notice, and to update their mailing address. In addition, entry of the unique identification number into the On-Line Proof of Claim should permit Class Members to view the amount of the Claim Payment associated with the Property assigned to the unique identification number; and

(e) Contain a “frequently asked questions” section setting forth, among other things, procedures for completing and submitting a Proof of Claim on-line or by mail; procedures for requesting exclusion from the Class pursuant to the terms of the Preliminary Approval Order; procedures for objecting to the Settlement pursuant to the terms of the Preliminary Approval Order; the scheduled date for the Settlement Hearing; and deadlines relevant to the Settlement as established in the Preliminary Approval Order, including the dates for seeking exclusion from the Class, objecting to the Settlement, and filing a Proof of Claim.

4.8 The Settlement Website shall not include any advertising and shall not bear or include HSBC’s logos, trademarks, service marks or any other symbols associated with its businesses.

4.9 The Claims Administrator shall maintain the Settlement Website and ensure that it remains accessible to Class Members until the Action is administratively closed by the Court, at which time the Claims Administrator shall cease operation of the Settlement Website and promptly transfer ownership of the Settlement Website’s uniform resource locator to HSBC.

C. Additional Obligations Of The Claims Administrator

4.10 The Claims Administrator shall be responsible for the following additional duties:

(a) maintaining a toll-free automated telephone “help line” to assist Class Members (i) without access to the Settlement Website or who prefer not to use the Settlement Website, to obtain, by first class mail, postage pre-paid, or electronic mail, copies of relevant documents posted on the Settlement Website, including this Agreement, the Class Notice, the Preliminary Approval Order and Proof of Claim; (ii) by addressing questions regarding the content and operation of the Settlement Website; and (iii) to the extent the Class Member requires assistance beyond the scope of services offered by the Claims Administrator, by referring the Class Member to Class Counsel;

(b) preparing the Postcard Notice and the Reminder Notice, which shall both contain, as to each Class Member, a unique identifying number associated with one Property that will permit the Class Member to employ the automatic population feature of the On-Line Proof of Claim (in the event a Property is associated with more than one Mortgagor Party, the same unique identifying number for that Property shall be employed on all Postcard Notices and Reminder Notices sent to Class Members associated with that Property);

(c) printing and timely disseminating to Class Members the Postcard Notice pursuant to the schedule set forth in the Preliminary Approval Order;

(d) printing and timely disseminating to Class Members the Reminder Notice pursuant to the schedule set forth in the Preliminary Approval Order, provided that, consistent with the Preliminary Approval Order, no Reminder Notice shall be sent to any Class Member (i) who submits a Proof of Claim prior to the date when the Reminder

Notice is scheduled to be sent or (ii) whose Postcard Notice was returned as undeliverable despite the Claims Administrator's use of a Revised Current Address pursuant to the procedures set forth in Section 4.5;

(e) establishing a post office box for receipt of Proof of Claims and requests for exclusions from the Class submitted by Claimants and Class Members, respectively, through the mail;

(f) training its employees and agents to fully, accurately and without bias (i) apply the requirements set forth herein for approving or rejecting a Proof of Claim, (ii) communicate with Class Members, Class Counsel and Defendants' Counsel concerning all matters relevant to the administration of the Settlement, and (iii) perform all other functions required of the Claims Administrator under this Agreement;

(g) determining the timeliness, completeness and validity of Proof of Claims and Revised Proofs of Claim submitted by Settlement Class Members pursuant to the procedures set forth herein and resolving any disputes regarding the foregoing;

(h) recording and retaining all requests for exclusion from the Class submitted by Class Members, including maintaining the original mailing envelope in which such exclusion requests were mailed;

(i) promptly furnishing to Class Counsel and Defendants' Counsel copies of any requests for exclusion from the Class submitted by Class Members and any other written or electronic communications from Settlement Class Members requested by Class Counsel or Defendants' Counsel;

(j) recording and retaining all objections to the proposed Settlement that Class Members may erroneously send to the Claims Administrator, including

maintaining the original mailing envelope in which such objections were mailed, and promptly furnishing to Class Counsel and Defendants' Counsel copies of any such objections;

(k) performing any tax reporting or other duties required by federal, state, or local law, including but not limited to with respect to Distribution Checks, collecting necessary IRS W-9 forms, and issuing an IRS Form 1099 to the Approved Claimants;

(l) maintaining adequate records of all its activities, including the dates of each mailing of the Postcard Notice and Reminder Notice; the date when the Settlement Website became publicly accessible; returned mail from Class Members or Settlement Class Members; and other communications and attempted written or electronic communications with Settlement Class Members;

(m) retaining in an accessible manner all written communications with Settlement Class Members;

(n) preparing reports, schedules and declarations as requested by Class Counsel or Defendants' Counsel and/or are described herein as the responsibility of the Claims Administrator;

(o) preparing and mailing Distribution Checks to Approved Claimants pursuant to the procedures set forth herein;

(p) referring to Class Counsel all inquiries by Settlement Class Members regarding matters not specified herein as within the scope of the Claims Administrator's responsibilities;

(q) performing such other tasks as Class Counsel and Defendants' Counsel mutually request; and

(r) confirming in writing its completion of the administration of the Settlement.

SECTION 5. PROOF OF CLAIM SUBMISSION, EVALUATION AND CLAIM PAYMENT DISTRIBUTION PROCESS

A. Proof Of Claim Submission

5.1 Subject to the other provisions of this Agreement, a Claimant, to be eligible to receive a Claim Payment, must timely submit a fully completed and valid Proof of Claim executed under penalty of perjury. A Proof of Claim may be submitted either (a) electronically through the Settlement Website or (b) by mailing, by first class mail, postage pre-paid, a paper copy of the Proof of Claim to the Claims Administrator at the address set forth in the instructions on the Proof of Claim. To be deemed timely, the Proof of Claim (a) if submitted electronically through the Settlement Website, must be submitted no later than the Claim Period Close Date or (b) if submitted by mail, postmarked no later than the Claim Period Close Date.

5.2 A Claimant shall certify that he, she or it is a member of the Class and that no prior claim has been submitted or paid for the same Property. Moreover, if a Claimant believes he or she has been assigned to the wrong Claim Payment Group, he or she shall so indicate and provide information to support assignment to a different Claim Payment Group. The Claims Administrator shall give any such Claimant an opportunity to do so online and by mail.

5.3 In the event that a Proof of Claim form is submitted by someone authorized by law to submit the Proof of Claim on a Claimant's behalf, such as a trustee, guardian, or person acting under a power of attorney, the Proof of Claim must be accompanied by documentary evidence of that person's authority to act on the Claimant's behalf.

5.4 If an Approved Claimant consists of more than one Mortgagor Party for a Property, all Mortgagor Parties must jointly submit a single Proof of Claim. If joint submission is not possible (e.g., due to death or legal incapacity of one of the Mortgagor Parties), the submitting Mortgagor Party shall certify under penalty of perjury that joint submission is not possible due to legal incapacity of a co-Mortgagor Party or that he or she is authorized to submit a Proof of Claim on behalf of all Mortgagor Parties.

5.5 No Class Member may assign or delegate to any individual or entity the right to receive a Claim Payment or to submit a Proof of Claim on behalf of the Class Member. Nothing herein shall preclude a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member from receiving the Claim Payment or submitting a Proof of Claim on behalf of a Class Member.

5.6 Any Settlement Class Member who fails to timely submit a fully completed, valid Proof of Claim executed under penalty of perjury will not be deemed an Approved Claimant and will not be entitled to receive a Claim Payment but will otherwise be bound by all of the terms of this Agreement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

B. Proof Of Claim Evaluation Process

5.7 The Claims Administrator shall administer the process of receiving, reviewing and approving or rejecting Proof of Claims submitted by Claimants and subject to the jurisdiction of the Court. All Claimants who submit a Proof of Claim shall be deemed to have submitted to the jurisdiction of the Court with respect to all issues concerning the Claimant's

Proof of Claim, including whether the Claimant is a Settlement Class Member and is entitled to a Claim Payment under the terms of this Agreement.

5.8 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator who shall determine, in accordance with the standards and procedures set forth herein, whether the Proof of Claim shall be approved or rejected. All final determinations by the Claims Administrator to approve or reject a Claimant's Proof of Claim shall be final and binding on the Claimant, who shall have no right to challenge or appeal the final determination of the Claims Administrator.

5.9 A Proof of Claim must be rejected by the Claims Administrator if (a) the claimant is not a Class Member; (b) the Proof of Claim is not timely submitted pursuant to the deadlines set forth in Section 5.1; (c) the Proof of Claim is not substantially completed consistent with the Proof of Claim instructions; (d) the Proof of Claim is not executed under penalty of perjury as provided on the Proof of Claim; (e) the Proof of Claim is determined by the Claims Administrator, based on the Proof of Claim and other relevant information, to be untrue, false or fraudulent; (e) the Proof of Claim is not submitted with a completed and signed IRS Form W-9.

5.10 The Claims Administrator shall promptly review each Proof of Claim submitted to it for purposes of determining whether the Proof of Claim should be (a) approved or (b) rejected for any of the reasons set forth in Section 5.9. The Claims Administrator shall provide to Class Counsel and Defendants' Counsel a list of Claimants that do not meet the definition of Approved Claimant and, separately, a list of Claimants that do meet the definition of Approved Claimant.

5.11 If the Settlement Administrator receives a Proof of Claim that is timely, but incomplete, invalid, or otherwise unapprovable for the reasons set forth above, and the defect is

curable, the Settlement Administrator shall send a Notice of Deficiency to the party submitting such a Proof of Claim in writing sent by first-class mail of the nature of the defect and notify that party that a cured Proof of Claim may be submitted within fifteen (15) business days of the date of the mailing of the Notice of Deficiency. All Claimants who submit a cured Proof of Claim within this fifteen (15) business day period shall be deemed Approved Claimants.

5.12 Within fifteen (15) business days after Defendants' Counsel receipt of the list of Claimants that meet the definition of Approved Claimant (or within such additional time as the Parties may agree or the Court may permit), Defendants may, themselves or through Defendants' Counsel, challenge any claims as not meeting the definition of valid Proof of Claim, by any form of written notice to Class Counsel ("Disputed Claims"). Defendants shall be entitled to review any Proof of Claim, at any time, and may rely on any mortgage servicing information relating to members of the Class. Such notice of Disputed Claims shall void any Disputed Claim unless Class Counsel disputes the challenge, in good faith, and in writing to Defendants' Counsel within fifteen (15) business days after the receipt of notice of Disputed Claims (or within such additional time as the Parties may agree or the Court may permit).

5.13 Within fifteen (15) business days after Class Counsel's receipt of the list of Claimants that do not meet the definition of Approved Claimant (or within such additional time as the Parties may agree or the Court may permit), Plaintiff, either directly or through Class Counsel, may challenge any rejected claims in a written notice to the Claims Administrator and Defendants' Counsel ("Disputed Invalid Claims"). Such notice of Disputed Invalid Claims shall void a determination of an invalid claim unless Defendants' Counsel disputes the challenge in good faith, and in writing, to the Claims Administrator and Class Counsel within fifteen (15)

business days of receipt of the Disputed Invalid Claim (or within such additional time as the Parties may agree or the Court may permit).

5.14 The Court shall retain jurisdiction to resolve Disputed Claims and Disputed Invalid Claims. The Parties agree that any decision by HSBC not to dispute a Proof of Claim shall not be a waiver, determination, or preclusive finding against HSBC in any proceeding.

5.15 All Claimants whose Proof of Claims are rejected shall be barred from receiving any Claim Payment but otherwise shall be bound by all of the terms of this Agreement and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action against any and all Released Parties concerning any and all of the Released Claims.

5.16 As soon as practicable after the Claims Administrator has reviewed all Proof of Claims timely submitted and reached a final determination with respect to those Proof of Claims that are approved and rejected, the Claims Administrator shall prepare a distribution schedule (the "Distribution Schedule"). The Distribution Schedule shall identify the number of all Claimants whose Proof of Claims have been approved by listing the number of Approved Claimants by Claim Payment group. The Distribution Schedule shall also identify the number of rejected claims, the number of Class Members who have excluded themselves and the number of Class Members who have objected to the Settlement.

5.17 The Claims Administrator shall provide Class Counsel and Defendants' Counsel with copies of the Distribution Schedule in an electronic file, in a format acceptable to Class Counsel and Defendants' Counsel, respectively.

5.18 Claim Payments shall be made according to the Distribution Schedule and the procedures set forth in Section 5.C.

C. Claim Payment Distribution Process

5.19 No Claim Payments shall be made to any Approved Claimants until after the Effective Date has occurred. Once the Effective Date occurs, the Claims Administrator, after creating the Distribution Schedule, shall promptly deliver the schedule to Defendants' Counsel.

5.20 Within fourteen (14) days after the Effective Date, the Claims Administrator shall establish a non-interest bearing checking account at a federally insured depository institution (the "Distribution Account"). The Distribution Account will be treated at all times as a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. Class Counsel and, as required by law, HSBC, will jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Distribution Account will be the Settlement Administrator. The Settlement Administrator will timely and properly prepare, deliver to all necessary parties for signature and file all necessary documentation for any elections required under Treas. Reg. § 1.468B-1. The Settlement Administrator will timely and properly prepare and file any information and other tax returns necessary or advisable with respect to the Distribution Account and the distributions and payments therefrom including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k) and, to the extent applicable, Treas. Reg. § 1.468B-2(1).

5.21 Within thirty (30) days after the Effective Date, HSBC shall deliver to the Claims Administrator the aggregate amount of funds to be deposited in the Distribution Account and to be distributed to Approved Claimants under the Distribution Schedule. HSBC's obligation under this Agreement and the Settlement to make Claim Payments to Approved Claimants shall be deemed fully satisfied immediately upon its delivery of funds to the Claims Administrator in

such amounts as are equal to the aggregate of all Claim Payments to be made to Approved Claimants as set forth on the Distribution Schedule.

5.22 The Distribution Account shall be established in such a manner as to permit the Claims Administrator to draw upon it solely for purposes of making the Claim Payments to Approved Claimants as provided in the Distribution Schedule. The Claims Administrator shall provide to HSBC all information required for any of HSBC's tax reporting requirements.

5.23 Within fourteen (14) days after the funding of the Distribution Account, the Claims Administrator shall draw checks upon the Distribution Account made payable to such Approved Claimants and in such amounts as are set forth in the Distribution Schedule, as applicable (the "Distribution Checks"). The Distribution Checks shall be marked "For Deposit Only." The Claims Administrator shall send the checks, by first class mail, postage pre-paid, to the appropriate Approved Claimant. HSBC shall not have any (a) responsibility for, or participation in, the drafting of Distribution Checks in the proper amounts to the appropriate Approved Claimant or the distribution of the Distribution Checks to Approved Claimants at the appropriate addresses; or (b) liability for any act, omission, mistake, negligence, fault or misconduct of the Claims Administrator or Class Counsel in the drafting or distribution of the Distribution Checks.

5.24 For Approved Claimants whose Distribution Checks are returned by the United States Postal Service as undeliverable, the Claims Administrator shall seek an address correction, and checks will be resent if the Claims Administrator, in consultation with Class Counsel and Defendants' Counsel, determines that a valid current address is then available (including by means of a one-time skip trace). If the Claims Administrator determines that a valid current address is not available, then the Claims Administrator shall make no further attempt to

distribute the returned Distribution Check and it shall be treated as an Uncleared Distribution Check.

5.25 Approved Claimants whose Distribution Checks are not deposited within ninety (90) days after the date on the check (an "Uncleared Distribution Check") shall be ineligible to receive a Claim Payment, and neither HSBC nor any other Released Persons shall have any further obligation to make any payment pursuant to this Agreement or otherwise to such Approved Claimants. All unpaid funds in the Distribution Account associated with Uncleared Distribution Checks shall revert to HSBC.

5.26 One hundred (100) days after all Distribution Checks have been mailed, the Claims Administrator shall prepare a report (the "Distribution Checks Report") identifying (a) the number of the Distribution Checks issued; (b) the Claim Payment Group of the Distribution Check mailed; and (c) the number of Distribution Checks negotiated and the number of Uncleared Distribution Checks. The Claims Administrator shall promptly provide the Distribution Checks Report to Class Counsel and Defendants' Counsel.

5.27 The Claims Administrator shall maintain an address to receive (a) Proof of Claim forms that are returned, whether valid or not, and (b) other inquiries with respect to the Settlement for a period of one hundred and twenty (120) days after the Effective Date, or upon termination of this Agreement. The Claims Administrator also shall maintain the Settlement Website for the same period. Within fourteen (14) days of delivering the Distribution Checks Report, the Claims Administrator will take such steps as are required to ensure that all unpaid funds in the Distribution Account associated with Uncleared Distribution Checks revert to HSBC. Upon its receipt of all such unpaid funds, HSBC will, with the assistance of the Claims Administrator, if needed, close the Distribution Account. Class Counsel and Defendants'

Counsel shall mutually agree upon the closure of the settlement; if such agreement cannot be reached, the Parties can seek an order from the Court to administratively close the Action.

5.28 All monies that might be paid or payable to any Class Member under this Settlement are not vested, and are not otherwise monies in which the Class Member has an enforceable legal, tangible or intangible interest, but instead such monies shall remain the sole and exclusive property of Defendants unless and until all conditions precedent to payment under this Agreement are met and the monies are paid. In order to give effect to the Parties' intention, no person, entity, or governmental body shall have any rights to the monies paid hereunder or the Distribution Checks or any portion of such, whether claimed or unclaimed, or in any amounts of Uncleared Distribution Checks, or in any sums which might have been paid to Class Members had more Class Members filed valid Proof of Claim. Defendants shall be entitled to any interest on the funds available to pay the Distribution Checks until any such amounts are paid to a Class Member. The Parties further acknowledge and agree that the Distribution Account and/or funds deposited therein are for administrative or legal convenience or requirements only and do not create any vested or ownership interest on the part of the Settlement Class or any Class Member. Such accounts or funds set up by the Defendants, the Claims Administrator and/or Defendants' Counsel shall be treated as property of Defendants.

5.29 The Distribution Checks available to Class Members, as well as HSBC's payment of (a) the Class Counsel Fees, if any, (b) Service Awards, if any, and (c) the settlement administration costs, shall be the sole benefits in exchange for the Release and consideration for this Settlement. Notwithstanding any judgment, principle or statute, there shall be no interest accrued, owing or paid on the consideration, or on the Settlement Amount, or on any other benefit.

5.30 The Claims Administrator shall provide, upon request, copies of any and all cancelled and/or cashed Distribution Checks to Class Counsel and Defendants' Counsel. In the event of such a demand, however, the Claims Administrator's actual costs and expenses of response shall be paid by the party seeking copies of Distribution Checks, whether it be Class Counsel or Defendants' Counsel.

SECTION 6. CLASS CERTIFICATION

6.1 The Settling Parties stipulate and agree to (a) certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Class solely for purposes of the Settlement and for no other purposes; (b) the appointment of Plaintiff as Class Representative; and (c) the appointment of Plaintiff's Counsel as Class Counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

SECTION 7. CLASS SETTLEMENT PROVISIONS

A. Preliminary Approval Order

7.1 As soon as practical after execution of this Agreement, the Class Representative shall move for the entry of the Preliminary Approval Order. Class Counsel shall provide a draft of all papers supporting said motion, including any supporting brief, to Defendants' Counsel for review at least three (3) business days before the motion is filed.

B. Notice To The Class

7.2 The Claims Administrator, at the direction and under the supervision of Class Counsel, shall provide the Class Notice consistent with the terms of the Preliminary Approval Order, including (a) sending to each Class Member, by mail, first class postage pre-paid, at their Current Address, a Postcard Notice; (b) posting the Class Notice on the Settlement Website; and (c) sending to each Class Member, by mail, first class postage pre-paid, at their Current Address or Revised Current Address, as applicable, a Reminder Notice.

C. Exclusions From The Class

7.3 Any Class Member may request to be excluded from the Class and not be a member of the Settlement Class pursuant to the terms and subject to the conditions set forth in the Preliminary Approval Order. The Class Representative stipulates and agrees that she shall not request to exclude herself from the Class.

D. Objections To The Settlement

7.4 Any Settlement Class Member may object to the Settlement and any provisions of this Agreement, including but not limited to the award of Class Counsel Fees and the Service Awards, pursuant to the terms and subject to the conditions set forth in the Preliminary Approval Order. The Class Representative stipulates and agrees that she shall not object to the Settlement or any provision of this Agreement.

E. Settlement Hearing

7.5 Pursuant to the schedule set forth in the Preliminary Approval Order for the holding of the Settlement Hearing, the Class Representative shall submit all moving and reply papers and any other documents, including any declarations of the Claims Administrator, in support of the Court's approval of the Settlement on the terms set forth in this Agreement and for the Court's entry of the Judgment. Drafts of the foregoing papers and other documents shall be provided by Class Counsel to Defendants' Counsel seven (7) days prior to their submission. HSBC may join in the Class Representative's submissions, make separate submissions, or decline to make any submission, but HSBC may not oppose the Court's approval of the Settlement or entry of the Judgment, except to the extent necessary to protect its termination rights under the terms of this Agreement.

7.6 The Settling Parties agree that they shall not seek entry by the Court of the Judgment until ninety (90) days following the later of the dates on which the appropriate Federal official and the appropriate State official are served with the notice required under the Class Action Fairness Act, 28 U.S.C. §1715(b), which notice shall be served by HSBC within the time period provided by said statute.

SECTION 8. SETTLEMENT FEES, COSTS AND EXPENSES

8.1 The Settling Parties shall bear their own costs and expenses incurred in connection with the Action except as specifically provided in this Section 8.

A. Class Counsel Fees

8.2 HSBC acknowledges that Class Counsel in the Action may seek Court approval for attorneys' fees of no more than \$817,500.00, and reimbursement of costs and expenses of no more than \$135,000.00 (collectively, "Class Counsel Fees"). HSBC agrees not to contest Class Counsel Fees up to the amounts indicated. HSBC further agrees to pay Class Counsel Fees approved by the Court, up to the amounts indicated, separate and apart from any amounts to which the Settlement Class Members are entitled under the terms of this Agreement.

8.3 Class Counsel agrees that the amounts that may be awarded by the Court for Class Counsel Fees shall compensate Class Counsel, Plaintiff and all Settlement Class Members for all attorneys' fees, costs and expenses of any kind (including but not limited to travel, court reporter and videographer expenses, expert fees and costs, document review and production costs, and costs, and expenses associated with the administration of the Settlement) that (a) were or may be incurred in connection with the Action up to and including the date the Judgment becomes Final and (b) that may be incurred in the Action after the date the Judgment becomes Final through the

distribution of all Distribution Checks to Approved Claimants and the closure of the Distribution Account.

8.4 An award of Class Counsel Fees is not a necessary term of this Agreement nor is it a condition of this Agreement. The Court's decision not to approve, in whole or in part, the Class Counsel Fees sought by Class Counsel shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement. Class Counsel and the Class Representative may not challenge the Settlement or this Agreement based on the Court's or any appellate court's ruling with respect to Class Counsel Fees. In the event that the Court declines to approve, in whole or in part, any award of Class Counsel Fees sought by or on behalf of Class Counsel, Plaintiff and the Class, and such decision is upheld, in whole or part upon any appeal, the remaining provisions of this Agreement shall remain in full force and effect.

8.5 Any Class Counsel Fees awarded to Class Counsel shall be paid by HSBC by the later of (a) fifteen (15) business days after the later of the Effective Date or the date on which any order of the Court awarding Class Counsel Fees becomes Final; and (b) receipt by HSBC of an IRS Form W-9 from Class Counsel.

B. Service Awards

8.6 HSBC acknowledges that Class Counsel will seek an award by the Court to the Class Representative in an amount up to, but no more than, \$5,000.00 (a "Service Award") and that HSBC agrees not to contest Class Counsel's request for such an award. HSBC agrees to pay such Service Award approved by the Court, up to, but not in excess of, \$5,000.00 to the Class Representative and further agrees that any such payment shall be separate and apart from any

amounts to which the Class Representative and all other Settlement Class Members may be entitled under the terms of this Agreement.

8.7 The Court's decision to award, in whole or part, a Service Award to the Class Representative is not a necessary term of this Agreement nor is it a condition of this Agreement. The Court's decision not to approve, in whole or in part, the Service Awards sought by Class Counsel on behalf of the Class Representative shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement. Class Counsel and the Class Representative may not challenge the Settlement or this Agreement based on the Court's or any appellate court's ruling with respect to the Service Awards. In the event that the Court declines to approve, in whole or in part, the Service Award sought on behalf of the Class Representative, and such decision is upheld, in whole or part, upon any appeal, the remaining provisions of this Agreement shall remain in full force and effect.

8.8 Any Service Award the Court awards to the Class Representative shall be paid by HSBC by the later of (a) fifteen (15) business days after the later of the Effective Date or the date on which any order of the Court awarding a Settlement Award becomes Final; and (b) receipt by HSBC of an IRS Form W-9 from the payee.

C. Fees and Costs of Claims Administrator

8.9 HSBC agrees to pay all reasonable fees, costs and expenses of the Claims Administrator incurred in connection with performing its obligations and responsibilities under this Agreement (collectively, the "Settlement Administration Costs").

8.10 The obligation of HSBC to pay the Settlement Administration Costs as set forth herein shall not be affected, abridged or otherwise modified in the event that the Effective Date does not occur or this Agreement is terminated according to its terms, provided that any payment

obligation shall apply only to such Settlement Administration Costs that were reasonably incurred prior to the happening of such events.

SECTION 9. **RELEASES**

9.1 The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Action as against HSBC, and shall fully and finally release any and all Released Claims as against all Released Parties. The Judgment shall, among other things, provide for the dismissal with prejudice of the Action against HSBC without costs to any party, as such costs are identified in 28 U.S.C. § 1920, except as specifically set forth in this Agreement.

9.2 Pursuant to the Judgment, upon the Effective Date, the Class Representative and Settlement Class Member, on behalf of themselves, and each of their heirs, executors, trustees, administrators, beneficiaries, predecessors, successors and assigns, and any other person claiming by, through or on behalf of them, shall be deemed by operation of law (a) to have released, waived, discharged and dismissed each and every of the Released Claims against the Released Parties; (b) shall forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Settled Claim.

9.3 Pursuant to the Judgment, upon the Effective Date, Plaintiff, individually and on behalf of her respective heirs, executors, trustees, administrators, beneficiaries, and assigns, and any other person claiming by, through or on her behalf, shall be deemed by operation of law (a)

to have released, waived, discharged and dismissed each and every of the Plaintiff's Released Claims against HSBC; (b) shall forever be enjoined from commencing, instituting or prosecuting any or all of the Plaintiff's Released Claims against HSBC; and (c) shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from HSBC in respect of any Plaintiff's Settled Claim.

9.4 Notwithstanding anything contained herein, none of the provisions of this Section 9 are intended to, nor shall they be construed to, amend, modify, excuse or terminate any rights, duties or obligations of any Settling Party, Class Counsel or Defendants' Counsel under the terms of this Agreement.

9.5 In addition to any other defenses HSBC may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or which is within the Releases contained herein.

SECTION 10. EXCLUSION TERMINATION OPTION

10.1 Within five (5) business days after the date set in the Preliminary Approval Order for Class Members to exclude themselves from the Class, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with (a) a schedule (the "Exclusion Schedule") identifying (i) the total number of requests for exclusion the Claims Administrator received; and (ii) the aggregate amount of Claim Payments that such Class Members would have been entitled to receive had they been deemed Approved Claimants; and (b) copies of all the exclusion

requests received by the Claims Administrator. To the extent that multiple Class Members requesting exclusion from the Class are associated with one Property, they shall, for purposes of calculating the total number of requests for exclusion the Claims Administrator received, be counted as a single request for exclusion. In the event that the Exclusion Schedule shows that the Claims Administrator has received requests for exclusion from a percentage of Class Members equal to or greater than the percentage amount set forth in the concurrently-executed confidential agreement (the “Termination Percentage Agreement”), HSBC shall have the right to terminate the Settlement and this Agreement (the “Exclusion Termination Option”).

10.2 Plaintiff and HSBC shall jointly seek leave to file the Termination Percentage Agreement under seal and the Termination Percentage Agreement shall thereafter be filed as part of a motion for preliminary approval of this Settlement. Plaintiff and HSBC believe that filing the Termination Percentage Agreement under seal is necessary in order to prevent improper or collusive efforts by Class Members or their counsel to hinder settlement of the above-captioned action.

10.3 HSBC shall have five (5) business days after receipt of the Exclusion Schedule to exercise the Exclusion Termination Option by notifying Class Counsel in writing of their decision to exercise the Exclusion Termination Option or else the Exclusion Termination Option shall expire and may not be invoked to terminate the Settlement or this Agreement. In the event HSBC exercises the Exclusion Termination Option, this Agreement shall become null and void and of no further force and effect, consistent with the termination provisions set forth in Section 11.2.

SECTION 11. **TERMINATION**

11.1 Within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in any material respect; (b) the Court's declining to approve this Agreement and Settlement or any material part of it; (c) the Court's declining to enter the Judgment in any material respect; or (d) the date upon which the Judgment is modified or reversed in any material respect by the Second Circuit Court of Appeals or the U.S. Supreme Court, HSBC and the Class Representative shall have the right to terminate the Settlement and this Agreement by providing written notice to the other of an election to do so. However, any decision with respect to an application for Class Counsel Fees or Service Awards shall not be considered material to the Settlement or the Agreement and shall not be grounds for termination. The termination options set forth in this Section are in addition to the Exclusion Termination Option set forth in Section 10.

11.2 Except as otherwise provided herein, in the event this Agreement and the Settlement embodied in it are terminated, this Agreement shall be without prejudice, and none of its terms shall be effective or enforceable and the fact of the Agreement and the Settlement embodied in it shall not be admissible in any trial of this Action, and the Settling Parties shall be deemed to have reverted to their respective status in this Action immediately prior to February 27, 2018 and, except as otherwise expressly provided, such parties shall proceed in all respects as if this Agreement and any related orders had not been entered. Notwithstanding the foregoing, in the event this Agreement is terminated, the obligation of HSBC to pay all Settlement Administration Costs reasonably incurred through the date of termination shall remain in full force and effect, as set forth in Section 8.C of this Agreement.

SECTION 12. **NO ADMISSION OF WRONGDOING**

12.1 This Agreement, whether or not consummated, and any proceedings taken pursuant to it:

(a) shall not be offered or received against any of the Defendants or any other Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or Released Parties with respect to the truth of any fact alleged by the Class Representative or the validity of any claim that was or could have been asserted against any of the Defendants or Released Parties in this Action or in any litigation, or of any liability, fault, misconduct or wrongdoing of any kind of any of the Defendants or Released Parties;

(b) shall not be offered or received against any of the Defendants or Released Parties as evidence of a presumption, concession or admission of any liability, fault, misconduct or wrongdoing by any of the Defendants or the Released Parties or against the Class Representative or any Settlement Class Members as evidence of any infirmity in the claims of the Class Representative or the other Settlement Class Members;

(c) shall not be offered or received against any of the Defendants or Released Parties, or against the Class Representative or any other Settlement Class Members, as evidence of a presumption, concession or admission with respect to any liability, fault, misconduct or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Defendants or Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this

Agreement is approved by the Court, the Defendants or any other Released Party may refer to it to effectuate the protection from liability granted them hereunder;

(d) shall not be construed against any of the Defendants or Released Parties, or against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) shall not be construed against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that any of their claims are without merit or that damages recoverable under the Complaints or Amended Complaints in this Action would not have exceeded the aggregate of the Claim Payments to which Settlement Class Members are entitled under the terms of this Agreement.

SECTION 13. MISCELLANEOUS

13.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein and are a material part of this Agreement.

13.2 The Settling Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by (a) the Class Representative, any other Settlement Class Members and their attorneys against all Released Parties with respect to all Released Claims; and (b) the Class Representative and their attorneys against HSBC with respect to Plaintiff's Released Claims. Accordingly, the Class Representative and the HSBC agree not to assert in any forum that this Action was brought by the Class Representative or defended by HSBC in bad faith or without a reasonable basis. The Settling Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of this Action. The Settling Parties agree that the amount

paid and the other terms of this Settlement were negotiated at arm's length in good faith by the Settling Parties, including under the auspices of a professional mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

13.3 This Agreement may not be modified or amended, nor may any of its provisions be waived except by a writing signed by, or on behalf of, all Settling Parties, their successors-in-interest, or their assigns.

13.4 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

13.5 All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. Computations of any period of time prescribed or allowed by this Agreement shall be made in the same manner as directed by Rules 6(a)(1), (3), (4) (5) and (6) of the Federal Rules of Civil Procedure, as currently in effect.

13.6 The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders enforcing the terms of this Agreement and the administration of the Settlement.

13.7 The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

13.8 This Agreement and all the exhibits attached hereto collectively constitute the entire agreement among the Settling Parties concerning this Settlement, and no representations, warranties, or inducements have been made by any party hereto concerning this Agreement and its exhibits other than those contained and memorialized in such documents. The Settling Parties

further represent and warrant that they have not executed this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

13.9 This Agreement may be executed in one or more manually signed counterparts delivered by hand, mail, fax or through e-mail of an Adobe PDF. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the signatories of this Agreement shall exchange among themselves original, manually signed counterparts.

13.10 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

13.11 The construction, interpretation, operation, effect and validity of this Agreement, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

13.12 No opinion or advice concerning the tax consequences of the Settlement to individual Class Members, Settlement Class Members or any of the Settling Parties or any of the Released Parties is being given or will be given by Class Counsel and/or Defendants' Counsel; nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members and Settlement Class Members will be directed to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they might have with respect to it. Each Class Member's and Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member and Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member and Settlement Class Member.

13.13 This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arms-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement.

13.14 All counsel and any other person executing this Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so; that they have the power, by executing such documents, to bind the principal upon whose behalf they are acting; and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

13.15 Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order, this Agreement and the Settlement embodied therein, and to use their best efforts to promptly agree upon and execute all such other documentation as may be reasonably required, and to take such other actions as may be reasonably necessary, to obtain approval by the Court of the Settlement, and entry of the Judgment and to enable the Judgment to become Final.

13.16 If any Settling Party or its counsel is required to give notice to the other Settling Party or to the Claims Administrator under this Agreement, such notice shall be in writing and shall, except to the extent the method of notice is otherwise explicitly set forth in a separate Section of this Agreement, be deemed to have been duly given upon (a) receipt of hand delivery; (b) sending by overnight courier, next business day delivery; or (c) sending of electronic mail, provided that no rejection notice occurs and that identical notice is sent by first class mail,

postage pre-paid. Notice shall, consistent with the method for giving such notice, be provided as follows:

If to the Class Representative or
Class Counsel:

Finkelstein, Blankinship, Frei-Pearson &
Garber, LLP
445 Hamilton Avenue, Suite 605
White Plains, NY 10601
Tel: (914) 298-3281
Fax: (914) 824-1561
Attn: D. Gregory Blankinship
gblankinship@fbflaw.com

If to Defendants' Counsel:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Tel: (212) 806-5400
Fax: (212) 806-6006
Attn: James Lawrence Bernard
jbernard@stroock.com

Notwithstanding anything to the contrary herein, any Settling Party may, upon notice to all other Settling Parties and their counsel, unilaterally change the name and/or address to which notice under this Section 13.16 should be sent for such Settling Party and/or its counsel. Notice of any such changes shall be given pursuant to the notice provisions set forth in this Section 13.16.

13.17 The engagement agreement with the Claims Administrator shall provide that all notices, schedules and any other written information that the Claims Administrator is required under this Agreement to provide to Class Counsel and/or Defendants' Counsel shall be delivered, in the manner specified in this Agreement, to the addresses set forth in Section 3.16.

13.18 Any and all drafts of this Agreement and other documents relating to the settlement negotiations between the Parties will remain confidential. It is agreed that, within thirty (30) days after the Effective Date, the originals and all copies of all confidential documents

and/or information subject to the protective order in the Action must be destroyed or returned to the designating Parties.

13.19 Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases above, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

13.20 All Released Parties who are not the Defendants are intended third-party beneficiaries who are entitled as of the Effective Date to enforce the terms of the releases set forth in this Agreement.

STIPULATED AND AGREED TO as of the date first written above:

**FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP**

**STROOCK & STROOCK & LAVAN
LLP**

By: 

D. Gregory Blankinship
445 Hamilton Avenue, Suite 605
White Plains, NY 10601
Tel: (914) 298-3281
Fax: (914) 824-1561
gblankinship@FBFGLaw.com

Counsel for Plaintiff & Proposed Class

By: 

James L. Bernard
180 Maiden Lane
New York, NY 10038
Tel: (212) 806-5400
Fax: (212) 806-6006
jbernard@stroock.com

Counsel for Defendants

Exhibit A

Fannie Mae Single Family Home Forms					
State	Fannie Mae Form Number	"Necessary" Form Effective Date	Current Form First Revision Date	Class Start Date	Class End Date
Alabama	3001	Sep-90	Jan-01	6/30/1991	12/31/2000
Alaska	3002	Sep-90	Jan-01	6/30/1991	12/31/2000
Arizona	3003	Dec-83	Jan-01	9/30/1984	12/31/2000
Arkansas	3004	Sep-90	Jan-01	6/30/1991	12/31/2000
California	3005	Sep-90	Jan-01	6/30/1991	12/31/2000
Colorado	3006	Jan-91	Jan-01	10/31/1991	12/31/2000
Connecticut	3007	Sep-90	Jan-01	6/30/1991	12/31/2000
Delaware	3008	Sep-90	Jan-01	6/30/1991	12/31/2000
District of Columbia	3009	Sep-90	Jan-01	6/30/1991	12/31/2000
Florida	3010	Sep-90	Jan-01	6/30/1991	12/31/2000
Georgia	3011	Sep-90	Jan-01	6/30/1991	12/31/2000
Hawaii	3012	Sep-90	Jan-01	6/30/1991	12/31/2000
Idaho	3013	Sep-90	Jan-01	6/30/1991	12/31/2000
Illinois	3014	Sep-90	Jan-01	6/30/1991	12/31/2000
Indiana	3015	Sep-90	Jan-01	6/30/1991	12/31/2000
Iowa	3016	Sep-90	Jan-01	6/30/1991	12/31/2000
Kansas	3017	Sep-90	Jan-01	6/30/1991	12/31/2000
Kentucky	3018	Sep-90	Jan-01	6/30/1991	12/31/2000
Louisiana	3019	Jan-91	Jan-01	10/31/1991	12/31/2000
Maine	3020	Oct-91	Jan-01	7/31/1992	12/31/2000
Maryland	3021	Sep-90	Jan-01	6/30/1991	12/31/2000
Massachusetts	3022	Sep-90	Jan-01	6/30/1991	12/31/2000
Michigan	3023	Sep-90	Jan-01	6/30/1991	12/31/2000
Minnesota	3024	Sep-90	Jan-01	6/30/1991	12/31/2000
Mississippi	3025	Sep-90	Jan-01	6/30/1991	12/31/2000
Missouri	3026	Sep-90	Jan-01	6/30/1991	12/31/2000
Montana	3027	Sep-90	Jan-01	6/30/1991	12/31/2000
Nebraska	3028	Sep-90	Jan-01	6/30/1991	12/31/2000
Nevada	3029	Sep-90	Jan-01	6/30/1991	12/31/2000
New Hampshire	3030	Sep-90	Jan-01	6/30/1991	12/31/2000
New Jersey	3031	Sep-90	Jan-01	6/30/1991	12/31/2000
New Mexico	3032	Sep-90	Jan-01	6/30/1991	12/31/2000
New York	3033	Oct-91	Jan-01	7/31/1992	12/31/2000
North Carolina	3034	Sep-90	Jan-01	6/30/1991	12/31/2000
North Dakota	3035	Sep-90	Jan-01	6/30/1991	12/31/2000
Ohio	3036	Sep-90	Jan-01	6/30/1991	12/31/2000
Oklahoma	3037	Sep-90	Jan-01	6/30/1991	12/31/2000
Oregon	3038	Sep-90	Jan-01	6/30/1991	12/31/2000
Pennsylvania	3039	Sep-90	Jan-01	6/30/1991	12/31/2000
Rhode Island	3040	Sep-90	Jan-01	6/30/1991	12/31/2000
South Carolina	3041	Sep-90	Jan-01	6/30/1991	12/31/2000
South Dakota	3042	Sep-90	Jan-01	6/30/1991	12/31/2000

Fannie Mae Single Family Home Forms					
State	Fannie Mae Form Number	"Necessary" Form Effective Date	Current Form First Revision Date	Class Start Date	Class End Date
Tennessee	3043	Sep-90	Jan-01	6/30/1991	12/31/2000
Texas	3044	Sep-90	Jan-01	6/30/1991	12/31/2000
Utah	3045	Sep-90	Jan-01	6/30/1991	12/31/2000
Vermont	3046	Sep-90	Jan-01	6/30/1991	12/31/2000
Virginia	3047	Sep-90	Jan-01	6/30/1991	12/31/2000
Washington	3048	Sep-90	Jan-01	6/30/1991	12/31/2000
West Virginia	3049	Sep-90	Jan-01	6/30/1991	12/31/2000
Wisconsin	3050	Sep-90	Jan-01	6/30/1991	12/31/2000
Wyoming	3051	Sep-90	Jan-01	6/30/1991	12/31/2000

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAWN TARDIBUONO-QUIGLEY, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

HSBC MORTGAGE CORPORATION
(USA) and HSBC BANK USA, N.A.,

Defendants.

Case No. 7:15-cv-06940-KMK-JCM

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, on April __, 2019, all parties to the above-captioned Action (the “Action”) entered into a Stipulation and Agreement of Settlement (the “Settlement Agreement”) which is subject to review and approval by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the claims alleged in the Action and dismissal of the Action with prejudice;

WHEREAS, Plaintiff in the Action has moved, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an Order that, among other things, preliminarily approves the Settlement Agreement and the Settlement embodied therein, certifies a Class solely for the purposes of settlement, and provides for notice to potential members of the Class; and

WHEREAS, the Court has read and considered the Settlement Agreement and the exhibits thereto; all parties to the Settlement Agreement have consented to the entry of this Order; and the Court has found that substantial and sufficient grounds exist for entering this Order:

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, _____
that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement. Any inconsistencies in terminology between the Settlement Agreement and the Class Notice or this Order will be controlled by the language of the Settlement Agreement.

2. The Court hereby preliminarily certifies the following class for the purposes of settlement only (the “Class”), pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure:

(a) All persons who, between July 31, 1992 and December 31, 2000, entered into a mortgage agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a residential property in New York that is not part of a cooperative, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions;

(b) All persons who entered into a security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a unit in a New York cooperative, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions;

- (c) All persons who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections; and
- (d) All persons who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for Broker Price Opinions that satisfies the Specified Criteria set forth in Section 2.33 of the Settlement Agreement.

Excluded from the Classes are Defendants, their parents, subsidiaries, affiliates, officers, and directors, any entity in which Defendants have controlling interest, all Class Members who make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation as well as their immediate family members.

3. Solely for purposes of effectuating the Settlement, the Court preliminarily finds that the prerequisites to class action certification under Fed. R. Civ. P. 23(a) and 23(b)(3) have been satisfied for the Class defined herein, in that:

(a) the number of Class Members is so numerous that joinder of all Class Members is impracticable;

(b) there are questions of law and fact common to the Class Members;

(c) Plaintiff's claims are typical of the Class's claims;

(d) Plaintiff and Class Counsel (as appointed herein) have and will fairly and adequately represent and protect the interests of the Class;

(e) the questions of law and fact common to the Class Members predominate over any individual questions; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court finds that Plaintiff Dawn Tardibuono-Quigley is an adequate representative of the Class and certifies her as the Class Representative for the Class.

5. The Court finds that counsel for the Class Representative, D. Gregory Blankinship, Todd S. Garber, and Bradley F. Silverman of Finkelstein, Blankinship, Frei-Pearson & Garber LLP, 445 Hamilton Avenue, Suite 605, White Plains, NY 10601, have adequately represented the Class and appoints them to be Class Counsel for the Class.

6. The Court preliminarily finds that:

(a) the proposed Settlement resulted from informed, extensive arm's-length negotiations between the Settling Parties, including mediation under the direction of an experienced, neutral mediator;

(b) Class Counsel has concluded that the proposed Settlement as embodied in the Settlement Agreement is fair, reasonable and adequate;

(c) the proposed Settlement and the terms set forth in the Settlement Agreement are sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class, taking into account the costs, risks, and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, and the terms of the proposed award of attorney's fees and expenses, including timing of payment; and

(d) the proposed Settlement treats class members equitably relative to each other

7. A hearing (the "Settlement Hearing") is hereby scheduled to be held before the Court on [DATE], at [TIME] at the United States District Court, Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150, for the following purposes:

(a) to determine whether the proposed Settlement, as embodied in the Settlement Agreement (including, but not limited to, the terms governing the Claim Payments to be paid to Approved Claimants and the procedures for submission of Proof of Claims, review and determination of the validity of such Proof of Claims and the distribution of Claim Payments to Approved Claimants), is fair, reasonable, and adequate, and should be approved by the Court;

(b) to determine whether the Judgment, substantially in the form attached as Exhibit C to the Settlement Agreement, should be entered herein;

(c) to determine whether the Action should be finally certified, for settlement purposes, as a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure:

(d) to consider Class Counsel's application for an award of Class Counsel Fees;

(e) to consider the Class Representative's request for a Service Award for the time and effort expended in prosecuting the Action on behalf of the Class; and

(f) to rule upon such other matters as the Court may deem appropriate.

8. The Court approves the appointment of Angeion Group as the Settlement Administrator.

9. The Court approves the form, substance and requirements of the Website Notice, the Postcard Notice, and the Reminder Notice (collectively, the "Class Notice"), and of the Proof of Claim, each substantially in the form annexed as Exhibits D, E, F, and G, respectively, to the Settlement Agreement. The Court finds that the procedures established for mailing and distribution of the Class Notice and Proof of Claim substantially in the manner and form set forth in paragraphs 10 and 11 of this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and shall constitute due and sufficient notice to all persons entitled to notice.

10. The procedures for mailing and distribution of the Class Notice shall be as follows:

(a) Within ten (10) calendar days following the entry of this Order, Defendants shall provide the Settlement Administrator with the Class Members E-File;

(b) The Settlement Administrator shall cause the Postcard Notice to be mailed, by first class mail, postage pre-paid, within thirty (30) calendar days following the entry of this Order, to all Class Members identified in the Class Members E-File at the addresses set forth therein or at such other addresses as the Settlement Administrator identifies pursuant to the procedures set forth in Sections 4.4 and 4.5 of the Settlement Agreement;

(c) The Settlement Administrator shall cause the Reminder Notice to be mailed, by first class mail, postage pre-paid, within sixty (60) calendar days following the entry of this Order, to all Class Members identified in the Class Members E-File at the addresses set forth therein or at such other addresses as the Settlement Administrator identifies pursuant to the procedures set forth in Sections 4.4 and 4.5 of the Settlement Agreement, provided that no Reminder Notice shall be sent to any Class Member (i) who submits a Proof of Claim prior to the date when the Reminder Notice is to be sent or (ii) whose Postcard Notice was returned as undeliverable despite the Settlement Administrator's use of a Revised Current Address pursuant to the procedures set forth in Section 4.5 of the Settlement Agreement;

(d) The Settlement Administrator shall, within thirty (30) calendar days following the entry of this Order, create the Settlement Website, which shall contain the documents (including, but not limited to, the Website Notice, the Settlement Agreement, the Proof of Claim, and this Preliminary Approval Order), information and functionality set forth in Section 4.7 of the Settlement Agreement; and

(e) Class Counsel shall, at or before the Settlement Hearing, file with the Court proof of (i) mailing of the Postcard Notice and the Reminder Notice and (ii) establishment of the Settlement Website containing the requisite documents, information and functionality as provided for herein.

11. The Settlement Administrator shall, within thirty (30) calendar days following the entry of this Order, post on the Settlement Website the Proof of Claim. The Settlement Administrator shall ensure, as provided in Sections 4.7 and 4.10 of the Settlement Agreement, that the Proof of Claim (i) can be printed from the Settlement Website; (ii) can be completed and submitted electronically through the Settlement Website; and (iii) will be mailed, either by first

class mail, postage pre-paid, or electronically, to those Class Members who request the Settlement Administrator to make such a mailing.

12. To be entitled to receive a Claim Payment, in the event the Effective Date occurs, each Settlement Class Member must take the following Action and shall be subject to the following conditions:

(a) Fully complete and timely submit a valid Proof of Claim in accordance with the instructions contained therein. All Proof of Claims must be submitted no later than ninety (90) calendar days following the entry of this Order. Each Proof of Claim shall be deemed to have been submitted on the date submitted on-line through the Settlement Website or when postmarked (if properly addressed and mailed by first class mail, postage pre-paid); and

(b) The determination of whether a Proof of Claim was fully completed, valid and timely submitted and should be approved or rejected shall be made pursuant to the criteria and procedures set forth in Sections 5.1 through 5.17 of the Settlement Agreement.

13. Any Settlement Class Member who does not timely submit a fully completed and valid Proof of Claim shall be barred from receiving any Claim Payment, unless otherwise ordered by the Court, but shall nevertheless be bound by any Judgment entered by the Court. Every Settlement Class Member who submits a Proof of Claim shall be deemed to have voluntarily submitted to the jurisdiction of the Court with respect to the Proof of Claim submitted.

14. Class Members shall be bound by the Settlement Agreement and all determinations and judgments in this Action concerning the Settlement, including, but not limited to the releases provided for therein, whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class

Member wishing to make a request for exclusion must submit a written request, by first class mail, postage pre-paid, to the address designated in the Class Notice that is postmarked no later than , 2019. Such a written request for exclusion must clearly provide all of the following information: (a) the name and current mailing address of the person and/or entity seeking exclusion; (b) the unique identification number provided on the Postcard Notice and/or Reminder Notice sent to the Class Member or the address of the Property for which the Class Member was the Mortgagor Party; and (c) a signed statement that the person and/or entity wishes to be excluded from the Class and the Settlement in *Tardibuono-Quigley v. HSBC Mortgage Corporation (USA) et. al*, No. 7:15-cv-06940-KMK-JCM (S.D.N.Y.). If the exclusion request is made by someone other than the Class Member directly, the person or entity submitting the exclusion request must provide documentation evidencing authority to submit the exclusion request on behalf of the Class Member. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

15. Putative Class Members who are excluded from the Class shall not be entitled to receive any Claim Payment, as described in the Settlement Agreement and Class Notice, and shall not be bound by the Judgment, if entered in this Action, nor subject to terms of the Settlement Agreement, if approved by the Court.

16. Class Counsel shall submit papers in support of final approval of the Settlement, as embodied in the Settlement Agreement, its application for an award of Class Counsel Fees and the Class Representative's requests for a Service Award by no later than twenty-one (21) calendar days prior to the Settlement Hearing. Any reply papers, if necessary, shall be submitted one week prior to the Settlement Hearing.

17. The Court will consider objections by any Class Member to the Settlement Agreement (and the Settlement embodied therein) and with respect to any other matter identified in this Order to be addressed at the Settlement Hearing only if the Class Member has not requested exclusion from the Class and only if such objections and any supporting papers (accompanied by due proof of service upon Class Counsel and Defendants' Counsel in the time and manner provided below), are filed in writing with the Clerk of Court, United States District Court, Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150, no later than , 2019 and copies of all such papers and briefs are served by hand, mail or overnight delivery, such that they are received no later than , 2019, by each of the following: (i) Todd S. Garber, D. Gregory Blankinship, and Bradley F. Silverman, Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, 445 Hamilton Avenue, Suite 605, White Plains, NY 10601, on behalf of the Class Representative and the Class; and (ii) James L. Bernard, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, on behalf of Defendants. Class Counsel and Defendants' Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

18. Any Class Members who intend to object must include in their filing all the following information: (a) the Class Member's name and current mailing address; (b) the unique identification number provided on the Postcard Notice and/or Reminder Notice sent to the Class Member or the address of the Property for which the Class Member was the Mortgagor Party; and (c) a signed statement that the Class Member objects to the Settlement in *Tardibuono-Quigley v. HSBC Mortgage Corporation (USA) et. al*, No. 7:15-cv-06940-KMK-JCM (S.D.N.Y.); (d) a statement of whether the objection applies only to the objector, to a specific

subset of the class, or to the entire class; (e) a statement of the Class Member's specific objections as well as the specific grounds for those objections (including any documents you would like the Court to consider); and (f) a list of all other class action cases in which the Class Member's or their counsel have filed objections to settlements. Attendance at the Settlement Hearing is not necessary for Class Members to object to any matters to be presented at the Settlement Hearing. Class Members wishing to appear, however, to be heard orally to oppose any matters to be presented at the Settlement Hearing (including the approval of the Settlement) and/or present evidence at the Settlement Hearing, must submit with their written filing a notice of their intention to appear at the Settlement Hearing and the identity of any witnesses they may seek to call to testify and exhibits they may seek to introduce into evidence at the Settlement Hearing. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval of any matters to be presented at the Settlement Hearing (including the approval of the Settlement).

19. Unless the Court orders otherwise, no member of the Class or other person shall be entitled to object to any matters to be presented at the Settlement Hearing, or otherwise be heard at the Settlement Hearing, except by serving and filing written objections as described above. Any person who does not object in the manner prescribed above shall be deemed to have waived such objection and shall be bound by all the terms and provisions of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

20. All proceedings in the Action are hereby stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Class Representative, all Class Members, and each of them, and anyone who acts

or purports to act on their behalf, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Settled Claims against any Released Party.

21. If the Effective Date fails to occur for any reason whatsoever, the Settlement Agreement and the Settlement embodied therein shall be null and void, and without prejudice to any party, and none of their terms shall be effective or enforceable and the fact of the Settlement Agreement and the Settlement embodied therein shall not be admissible in any trial of this Action for any purpose, and all parties to this Action shall be deemed to have reverted to their respective status in this Action immediately prior to May 15, 2018, and, except as otherwise expressly provided in the Settlement Agreement, the parties shall proceed in all respects as if the Settlement Agreement, this Preliminary Approval Order, and any related orders had not been entered.

22. The Court shall consider any application for an award of Class Counsel Fees to Class Counsel or the award of a Service Award to the Class Representative separately from the fairness, reasonableness, and adequacy of the Settlement Agreement and the Settlement embodied therein, the approval of the Settlement and the final certification of the Class as a class action. The approval and entry of the Judgment is not dependent upon, and may proceed separately from, the award, if any, of Class Counsel Fees to Class Counsel and of a Service Award to the Class Representative.

23. The Court expressly reserves the right to do the following without further notice to members of the Class: (a) reschedule the Settlement Hearing; (b) approve the Settlement Agreement with modifications(s) approved by the Settling Parties; (c) award such Class Counsel Fees as the Court finds fair and reasonable, subject to such limitations set forth in the Settlement

Agreement; and (d) award a Service Award to the Class Representative, subject to such limitations as are set forth in the Settlement Agreement.

24. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement Agreement and the Settlement embodied therein.

Dated: _____, 2019

HONORABLE KENNETH M. KARAS, U.S.D.J.

Exhibit C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

DAWN TARDIBUONO-QUIGLEY, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

HSBC MORTGAGE CORPORATION
(USA) and HSBC BANK USA, N.A.,

Defendants.

Case No. 7:15-cv-06940-KMK-JCM

[PROPOSED] ORDER AND JUDGMENT

WHEREAS, this matter came before the Court for hearing on _____ (the “Settlement Hearing”), on motion of the Plaintiff in the above-captioned action (the “Action”) to, among other things, determine (i) whether the terms and conditions set forth in the Stipulation and Agreement of Settlement dated as of April __, 2019 (the “Settlement Agreement”) and the settlement (the “Settlement”) embodied therein, are fair, reasonable, and adequate and should be approved by the Court; (ii) whether a Judgment providing, among other things for the dismissal with prejudice of the Action against all defendants as provided for in the Settlement Agreement, should be entered; and

WHEREAS, the Court, in its Order entered _____ (the “Preliminary Approval Order”) directed that (i) the Postcard Notice and Reminder Notice, substantially in the form attached as Exhibits 2 and 3, respectively, to the Preliminary Approval Order, be mailed by first class mail, postage pre-paid, within thirty (30) and sixty (60) calendar days, respectively, following entry of the Preliminary Approval Order (the “Entry Date”) to all putative Class Members at the address of each such Class Member as set forth in the Class

Members E-File provided by Defendants or whose address could otherwise be identified through such reasonable efforts of the Settlement Administrator as specified in the Settlement Agreement, provided that no Reminder Notice was required to be mailed to certain putative Class Members if the conditions specified in the Preliminary Approval Order had been met; and (ii) a Website Notice and Proof of Claim, substantially in the form attached as Exhibits 1 and 4, respectively, to the Preliminary Approval Order, be posted within thirty (30) calendar days following the Entry Date on the Settlement Website, which Settlement Website the Settlement Administrator was directed to create within thirty (30) calendar days following the Entry Date; and

WHEREAS, each of the Postcard Notice, Reminder Notice, and Website Notice (collectively, the “Class Notice”) advised putative Class Members of (a) the dates for filing (i) a request to exclude themselves from the proposed Class; (ii) any objections to the Settlement, Class Counsel’s application for an award of Class Counsel Fees or the Class Representative’s request for a Service Award; and (iii) a Proof of Claim; and (b) the manner and method of making each such filing or identified where such information could be obtained; and

WHEREAS, the provisions of the Preliminary Approval Order as to notice were complied with; and

WHEREAS, on _____, the Class Representative moved for final approval of the Settlement and for the award of a Service Award, as set forth in the Preliminary Approval Order; and

WHEREAS, on _____, Class Counsel moved for an award of Class Counsel Fees, as set forth in the Preliminary Approval Order; and

WHEREAS, the Settlement Hearing was duly held before this Court on _____, at which time all interested persons and entities were afforded the opportunity to be heard; and

WHEREAS, this Court has considered all matters submitted to it at the Settlement Hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is incorporated by reference in this Judgment as though fully set forth herein. All capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members and the Settlement Administrator.

3. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Action is hereby finally certified as a class action on behalf of the following:

- (a) All persons who, between July 31, 1992 and December 31, 2000, entered into a mortgage agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a residential property in New York that is not part of a cooperative, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions;

- (b) All persons who entered into a security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a unit in a New York cooperative, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions;
- (c) All persons who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections; and
- (d) All persons who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, were assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for Broker Price Opinions that satisfies the Specified Criteria set forth in Section 2.33 of the Settlement Agreement.

Excluded from the Classes are Defendants, their parents, subsidiaries, affiliates, officers and directors, any entity in which Defendants have controlling interest, all Class Members who

make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation as well as their immediate family members.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representative are typical of the claims of the Class she seeks to represent; (d) the Class Representative and Class Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, plaintiff Dawn Tardibuono-Quigley is certified as the Class Representative and D. Gregory Blankinship, Todd S. Garber, and Bradley F. Silverman of the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber LLP are certified as Class Counsel.

6. Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Class Notice, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States.

Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

7. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to all persons and entities who are Class Members, advising them of the Settlement and of their right to exclude themselves from the Class, to submit a Proof of Claim for a Claim Payment and to object to the Settlement, and a full and fair opportunity was accorded to all persons and entities who are Class Members to be heard with respect to the foregoing matters. Thus, it is hereby determined that all Class Members who did not timely and properly elect to exclude themselves by written communication postmarked or otherwise delivered on or before the date set forth in the Preliminary Approval Order and the Class Notice are bound by this Order and Judgment.

8. This Court finds that the persons and entities identified on Exhibit A hereto timely filed a properly completed written request to exclude themselves from the Class, pursuant to the procedures set forth in the Preliminary Approval Order. Accordingly, all such persons and entities are hereby excluded from the Class, shall not be bound by the terms of this Order and Judgment and shall not be entitled to the receipt of any Claim Payment.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement as set forth in the Settlement Agreement, and finds that Settlement, including but not limited to the terms of the Settlement Agreement governing the Claim Payments to be paid to Approved Claimants and the procedures for submission of Proof of Claims, the review and determination of the validity of such Proof of Claims, and the distribution of Claim Payments to Approved Claimants, is, in all respects, fair, reasonable, and adequate, and

in the best interests of the Class Members, including the Class Representative, taking into account the costs, risks, and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, and the terms of the proposed award of attorney's fees and expenses, including timing of payment; and the Settlement treats class members equitably relative to each other. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's length negotiations between experienced counsel representing the interests of the Settling Parties; it was negotiated with the assistance of an experienced, independent mediator; and that Class Counsel has concluded that the proposed Settlement is fair, reasonable, and adequate.

10. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

11. The Action and all claims asserted therein are dismissed with prejudice and without costs, as such costs are identified in 28 U.S.C. § 1920.

12. Upon the Effective Date, the Plaintiff, Class Representative, and each Settlement Class Member, on behalf of themselves, and each of their heirs, executors, trustees, administrators, beneficiaries, predecessors, successors and assigns, and any other person claiming by, through or on behalf of them, shall be deemed by operation of law (a) to have released, waived, discharged and dismissed each and every of the Settled Claims against the Released Parties; (b) shall forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit,

cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Released Claim.

13. Class Counsel are hereby awarded attorneys' fees of \$817,500.00 and expense reimbursement in the amount of \$135,000.00 (collectively, "Class Counsel Fees"), which sums the Court finds to be fair and reasonable. In making this award, the Court has considered and found that:

(a) The Class Notice advised that Class Counsel would move for an award of attorneys' fees of no more than \$817,500.00 and reimbursement of expenses of no more than \$135,000.00, which Defendants would not challenge, and no objections were filed against the terms of the proposed Settlement or the ceiling on the award of attorneys' fees and expenses disclosed in the Class Notice;

(b) The Action involves complex factual and legal issues, were actively prosecuted and, in the absence of the Settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(c) D. Greg Blankinship, Todd S. Garber, Bradley F. Silverman, and their firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP skillfully and zealously pursued the Action on behalf of the Class Representative and the Class;

(d) The hourly rates charged by Class Counsel are reasonable;

(e) Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Class Representative and the Class would recover less or nothing from the Defendants; and

(f) The amount of attorneys' fees awarded herein are consistent with awards in similar cases.

14. The Class Counsel Fees awarded herein shall be paid by Defendants pursuant to Section 8.5 of the Settlement Agreement.

15. The Court finds that an award to the Class Representative for her time and effort in representing the Class in the prosecution of the Action is fair and reasonable, and thus awards her a Service Award in the amount of \$5,000.00. The Service Award shall be paid by Defendants pursuant to Section 8.8 of the Settlement Agreement.

16. Defendants shall pay to the Settlement Administrator, consistent with the terms of the engagement agreement to be entered with the Settlement Administrator pursuant to Section 8.9 of the Settlement Agreement, all Settlement Administration Costs.

17. This Order and Judgment, the Settlement Agreement, any of its terms and provisions, any of the negotiations or proceedings connected with it, and any of the documents or statements referred to therein:

a. shall not be offered or received against any of the Defendants or any other Released Party as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or Released Parties with respect to the truth of any fact alleged by the Class Representative or the validity of any claim that was or could have been asserted against any of the Defendants or Released Parties in this Action or in any litigation, or of any liability, fault, misconduct or wrongdoing of any kind of any of the Defendants or Released Parties;

b. shall not be offered or received against any of the Defendants or Released Parties as evidence of a presumption, concession or admission of any liability, fault, misconduct or wrongdoing by any of the Defendants or the Released Parties or against the Class

Representative or any Settlement Class Members as evidence of any infirmity in the claims of the Class Representative or the other Settlement Class Members;

c. shall not be offered or received against any of the Defendants or Released Parties, or against the Class Representative or any other Settlement Class Members, as evidence of a presumption, concession or admission with respect to any liability, fault, misconduct or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Defendants or Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement and this Order and Judgment; provided, however, that Defendants or any of the other Released Parties may refer to this Order and Judgment and the Settlement Agreement to effectuate the protection from liability granted them thereunder;

d. shall not be construed against any of the Defendants or Released Parties, or against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

e. shall not be construed against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that any of their claims are without merit or that damages recoverable under the Complaints or Amended Complaints in this Action would not have exceeded the aggregate of the Claim Payments to which Settlement Class Members are entitled under the terms of this Agreement.

18. No Settlement Class Member shall have any claim against the Class Representative, Class Counsel, the Defendants, the Released Parties, the Defendants' Counsel or the Settlement Administrator based on, arising out of, or related to the amount of the Claim

Payment to be paid to Approved Claimants, the procedures for submission of Proof of Claims, the review and determination of the validity of such Proof of Claims and the distribution of Claim Payments to Approved Claimants that are set forth, made or effected substantially in accordance with the Settlement Agreement and the Settlement embodied therein or further order of the Court.

19. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Judgment, over (a) the implementation and enforcement of this Settlement; (b) the allowance, disallowance, or adjustment of any Approved Claimant's claim; (c) enforcing and administering this Order and Judgment; (d) enforcing and administering the Settlement Agreement, including any releases executed in connection therewith; and (e) other matters related or ancillary to the foregoing.

20. In the event that this Order and Judgment does not become Final or the Settlement is terminated pursuant to the terms of the Settlement Agreement, then this Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and shall be vacated to the extent provided by the Settlement Agreement and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (b) the fact of the Settlement shall not be admissible in any trial of the Action and the Settling Parties shall be deemed to have reverted to their respective status in the Action immediately prior to May 15, 2018.

21. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

22. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: _____, 2019

HONORABLE KENNETH M. KARAS, U.S.D.J.

Exhibit D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAWN TARDIBUONO-QUIGLEY, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

HSBC MORTGAGE CORPORATION
(USA) and HSBC BANK USA, N.A.,

Defendants.

Case No. 7:15-cv-06940-KMK-JCM

**NOTICE OF PENDENCY OF CLASS ACTION AND
PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND
MOTIONS BY CLASS COUNSEL FOR AWARD OF CLASS COUNSEL
FEES AND BY CLASS REPRESENTATIVE FOR AWARD OF SERVICE AWARD**

TO: The proposed class (the “Class”) consisting of the following:

(a) Any person who, between July 31, 1992 and December 31, 2000, entered into a mortgage agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a residential property in New York that is not part of a cooperative, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions. (“New York Non-Co-Op. Class”);

(b) Any person who entered into a security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of a unit in a New York cooperative, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections and/or broker price opinions. (“New York Co-Op. Class”);

(c) Any person who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for property inspections (“Non-New York P.I. Class”); and

(d) Any person who, during the relevant period as set forth in the attached Exhibit A, entered into a mortgage agreement or security agreement with HSBC Mortgage Corporation (USA) and/or HSBC Bank USA, N.A., concerning the purchase of residential property in a state other than New York, and who, at any time between September 2, 2012 and December 31, 2017, was assessed fees by HSBC Mortgage Corporation (USA), HSBC Bank USA, N.A., and/or any of their agents, for Broker Price Opinions that satisfies the Specified Criteria set forth herein (“Non-New York B.P.O. Class”)

Please visit www.██████████.com (the “Settlement Website”) for additional important information concerning the matters discussed herein.

The proposed settlement described herein and on the Settlement Website may affect your legal rights and may entitle you to a monetary benefit.

This Notice of Pendency of Class Action and Proposed Settlement, Settlement Hearing, and Motions by Class Counsel for Award of Class Counsel Fees and by Class Representative for Award of Service Award was approved by the United States District Court for the Southern District of New York (the “Court”). It is not a lawyer’s solicitation.

This Notice advises you of the pendency and proposed settlement of the above-captioned action (the “Action”) brought by plaintiff Dawn Tardibuono-Quigley (“Plaintiff”), individually and on behalf of the Class (as defined above), against defendants HSBC Mortgage Corporation (USA) (“HSBC Mortgage”) and HSBC Bank USA, N.A. (“HSBC Bank”) (together, “HSBC” or “Defendants”). This Action alleges that Defendants unlawfully charged Plaintiff and Class members fees for property inspections and broker price opinions that were unnecessary, in breach of mortgage agreements and security agreements that preclude the assessment of fees for unnecessary services, and in violation of New York General Business Law § 349, among other claims. Defendants deny all the claims in the Action and deny that they have done anything wrong.

Plaintiff, individually and on behalf of the Class, has negotiated with Defendants a proposed settlement of the Action (the “Settlement”) on the terms set forth in the Stipulation and Agreement of Settlement dated [██████████](the “Settlement Agreement”). The Court has, for settlement purposes only, preliminarily certified the Class (as defined above), appointed Plaintiff

as the Class Representative, and appointed Plaintiff’s counsel as Class Counsel. The Court has also approved the appointment of Angeion Group to serve as the settlement administrator (the “Settlement Administrator”). The Court has scheduled a hearing (the “Settlement Hearing”) for [REDACTED] to determine, among other things, whether to approve the Settlement and to grant Class Counsel’s request for Class Counsel Fees and the Class Representative’s request for a Service Award. All capitalized terms used, but not defined, herein have the same meaning as the terms defined in the Settlement Agreement, which is posted on the Settlement Website at the section entitled “Settlement Filings” and available from the Settlement Administrator, as described herein (see Question 3).

A Summary of Your Rights and Options:

If you are a Class Member, your legal rights are affected whether or not you act. Please read this Notice carefully. It explains your rights and options – and the deadlines to exercise them.

You May:	Brief Explanation:	Due Date:
1. File a Proof of Claim	This is the only way to receive any payment from the Settlement, if the Settlement is approved by the Court. By remaining in the Class, you are consenting to the jurisdiction of the Court. See Question 7	You must submit a Proof of Claim by [REDACTED], either through the Settlement Website or by mail to the Settlement Administrator.
2. Request to be Excluded from the Class	You may exclude yourself from the Class and keep your right, if any, to sue Defendants for the claims asserted in the Action at your own expense. If you exclude yourself, you will not receive any settlement payment, but will not be bound by the terms of the Settlement Agreement, if approved by the Court. See Question 16	You must submit a written request for exclusion by mail to the Settlement Administrator postmarked no later than [REDACTED].

<p>3. Object to the Settlement, Class Counsel’s Request for Class Counsel Fees or the Class Representative’s Request for a Service Award</p>	<p>If you do not exclude yourself from the Class, you may object to the Settlement or to Class Counsel’s or the Class Representative’s requests for Class Counsel Fees or a Service Award, respectively. You may also appear at the Settlement Hearing to present your objections.</p> <p>See Question 18</p>	<p>Objections and requests to present arguments at the Settlement Hearing must be made in writing and filed with the Court and served on Class Counsel and Defendants’ Counsel no later than [REDACTED].</p>
<p>4. Do Nothing</p>	<p>If you are a Class Member and neither submit a Proof of Claim nor exclude yourself from the Class, you will not receive any settlement payment and you will be bound by the Settlement Agreement (including the release of Defendants), if the Settlement is approved.</p> <p>By remaining in the Class, you are consenting to the jurisdiction of the Court.</p> <p>See Question 23</p>	<p>Not Applicable</p>

The Court has not yet decided whether to approve the Settlement or to grant Class Counsel’s request for Class Counsel Fees or the Class Representative’s request for a Service Award. These issues, among others, will be addressed at the Settlement Hearing. If the Court does not approve the Settlement, the Action will proceed as if the Settlement had never been proposed and Plaintiff will, among other things, have to obtain certification of the proposed Class and prove her claims against the Defendants at trial.

1. WHY SHOULD I READ THIS NOTICE?

This Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Settlement Hearing to be held by the Court to consider, among other things, whether (a) the Settlement is fair, reasonable and adequate and should be approved; and (b) to grant Class Counsel’s request for Class Counsel Fees and the Class Representative’s request for a Service Award. This Notice explains the Action, the proposed Settlement, the requests by Class Counsel and the Class Representative, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

2. WHAT IS THE ACTION ABOUT?

A. The Allegations

The Action alleges that Defendants unlawfully charged Plaintiff and Class members fees for property inspections and broker price opinions that were unnecessary, in breach of mortgage agreements and security agreements that preclude the assessment of fees for unnecessary services, and in violation of New York General Business Law (“GBL”) § 349, among other claims. Defendants deny all the claims in the Action and deny that they have done anything wrong.

B. Status of the Action

Plaintiff commenced the Action by filing a putative class action complaint on September 2, 2015 against HSBC Bank, HSBC Mortgage, PHH Corporation, and PHH Mortgage Corporation (“PHH Mortgage”). On December 9, 2015, Plaintiff voluntarily dismissed without prejudice PHH Corporation pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i). On January 29, 2016, Plaintiff amended the complaint. On March 30, 2017, the Court dismissed all claims against PHH Mortgage and HSBC Bank, and dismissed all claims against HSBC Mortgage except for the breach of contract and GBL § 349 claims. After HSBC Mortgage filed its Answer to the amended complaint, on October 16, 2018, Plaintiff further amended the complaint to add HSBC Bank back as a defendant, and to add a claim for violation of New York Banking Law § 598(3).

Plaintiff has aggressively pursued her claims in the Action. Plaintiff and Defendants (collectively, the “Settling Parties”) engaged in substantial discovery, including the production of documents, the taking of depositions, and the exchange of other written information requests, as described in more detail in Section 1 of the Settlement Agreement. Numerous disputes among the parties were also zealously litigated. Numerous letters were exchanged and filed concerning HSBC’s motion to dismiss, various discovery disputes, and proposed and actual amendments to the complaint.

On March 5, 2018, Plaintiff moved for class certification.

To explore the possibility of settlement, the Settling Parties retained JAMS mediator Hon. Diane M. Welsh, an experienced, independent mediator, to assist them in determining whether a resolution of the Action was possible. Following mediation on May 2, 2018, the Settling Parties agreed to settle the Action on the terms set forth in the Settlement Agreement, subject to approval by the Court.

On [REDACTED], the Court entered an Order (the “Preliminary Approval Order”) which, among other things, (a) preliminarily approved the Settlement Agreement subject to further consideration of the Settlement, and any objections thereto, at the Settlement Hearing; (b) preliminarily certified, for settlement purposes only, the Class as defined above; (c) preliminarily appointed Plaintiff as the Class Representative and Plaintiff’s counsel as Class Counsel; (d) authorized this Notice to be posted to the Settlement Website and for notices to be sent directly to Class Members; and (e) scheduled a Settlement Hearing to consider, among other things,

whether the Settlement is fair, reasonable and adequate and should be approved. Copies of the Preliminary Approval Order and the exhibits thereto can be obtained by visiting the Settlement Website at the section entitled “Settlement Filings” or by requesting a copy from the Settlement Administrator in the manner and method set forth below.

The Action is stayed pending final approval of the Settlement Agreement.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED HERE?

A class action is similar to any lawsuit, except that it is prosecuted by the plaintiff, referred to as the “class representative,” individually and on behalf of a class of similarly situated persons. Counsel for the plaintiff typically serves as counsel for the class and is referred to as “class counsel.” The court in a class action actively supervises the conduct of the proceedings to ensure that the interests of the class are fairly represented. Among other things, the court must approve the appointment of plaintiff as the class representative and plaintiff’s counsel as class counsel and the class action may not be settled unless the court determines that the settlement is fair, reasonable, and adequate and should be approved. Moreover, in a class action, determinations by the court, whether or not favorable to the plaintiff, will also bind the members of the class that the plaintiff represents, unless a class member has requested to be excluded from the class.

The Court, in the Preliminary Approval Order, preliminarily appointed Plaintiff to be the Class Representative and Plaintiff’s counsel, D. Gregory Blankinship, Todd S. Garber, and Bradley F. Silverman of the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber LLP, to be Class Counsel. Class Counsel can be contacted, if necessary, as follows:

Finkelstein, Blankinship, Frei-Pearson & Garber LLP
445 Hamilton Avenue, Suite 605
White Plains, NY 10601
(914) 298-3281

In addition, in its Preliminary Approval Order, the Court appointed Angeion Group to act as the Settlement Administrator, whose responsibilities, among other things, include creating and maintaining the Settlement Website, responding to inquiries from, and communicating with, Class Members, and reviewing submitted Proof of Claims to determine if they were timely submitted, complete and valid and should be approved for issuance of a Distribution Check in the amount of a Claim Payment. The Settlement Administrator can be contacted by mail, e-mail and phone as follows:

[REDACTED]

If you choose to contact the Settlement Administrator for any purpose other than to submit a Proof of Claim or to request to be excluded from the Class, please refer to this Action and provide your full name and e-mail or mailing address. **Submissions to the Settlement Administrator of Proof of Claims and requests to be excluded from the Class must be done in the manner and method described below (see Questions 7 & 16).**

4. HOW DO I DETERMINE IF I AM A CLASS MEMBER?

You are a Class Member if you meet the definition of the Class set forth at the beginning of this Notice.

If you received a notice sent directly to you concerning the proposed Settlement, then you are likely a member of the Class, unless the notice was sent in error. Alternatively, you may have learned about the proposed Settlement in some other manner.

In any of these events, you can determine if you are a member of the Class in three ways. First, you can visit the Settlement Website and go to the section entitled “Submit a Proof of Claim,” which permits you to complete an on-line Proof of Claim. Enter into Item 1 on the on-line Proof of Claim the unique identification number included with the notice of the proposed Settlement mailed to you directly. If your name and the address of the residential property that is subject of the mortgage or security agreement with Defendants automatically appear in Items 2 and 3 of the Proof of Claim, then you are a Class Member. In the event you believe you are a Class Member but did not receive a notice containing a unique identification number or misplaced it or you cannot find your residential property listed on the Settlement Website, please call Class Counsel at the number listed above (see Question 3) and Class Counsel will attempt to assist you.

Second, you can visit the Settlement Website and go to the section entitled “Are You a Class Member.” Use the search feature of the Settlement Website to find if the address of the residential property that is the subject of your mortgage or security agreement with HSBC is among the properties of Class Members entitled to an award. If so, then you are a Class Member.

Third, you can contact Class Counsel by email or telephone (see Question 3) and ask whether you are a Class Member. Class Counsel will perform the same queries of the Settlement Website described above to determine whether the residential property subject of your mortgage or security agreement with HSBC is listed and will inform you of the result.

Please do not contact the Settlement Administrator for purposes of performing queries of the Settlement Website to determine whether you are Class Member.

5. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

The Court has not reached any final decisions in connection with the Class Representative’s claims against Defendants. Instead, the Class Representative and Defendants have agreed to the proposed Settlement. In reaching the Settlement, they have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, the Class Representative and the proposed Class would face an uncertain outcome if they did not agree to the proposed Settlement. The Settling Parties expected that the Action could continue for a long time and that, if the Class Representative succeeded, Defendants would file appeals that would substantially postpone final resolution of the Action. Continuation of the Action against Defendants could result in a judgment greater

than the proposed Settlement. Conversely, continuing the Action could result in no recovery at all, or a recovery that is less than the amount of the proposed Settlement.

The Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court. They have reached this conclusion for several reasons. If the Settlement is approved, the Class Members who timely submit complete and valid Proof of Claims will receive a monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the proposed Settlement are an excellent result for the Class – especially given the risks and uncertainties of continued litigation.

Defendants deny any wrongdoing and their agreement to settle the Action shall in no event be construed or deemed to be evidence or an admission or concession with respect to any claim asserted in the Action or of any fault, liability, wrongdoing, or damages.

6. HOW MUCH MONEY WILL MEMBERS OF THE CLASS RECEIVE?

A Class Member who submitted a Proof of Claim that the Settlement Administrator determines to be timely, complete, and valid pursuant to the requirements and procedures set forth in this Agreement, or whose claim the Parties decide to approve for payment notwithstanding deficiencies in the Proof of Claim shall receive a Claim Payment as follows:

- a. Each Approved Claimant from the New York Non-Co-Op. Class shall be paid 230% of the total amount of fees assessed for property inspections and/or broker price opinions;
- b. Each Approved Claimant from the New York Co-Op. Class shall be paid 230% of the total amount of fees assessed for property inspections and/or broker price opinions;
- c. Each Approved Claimant from the Non-New York P.I. Class shall be paid 100% of the total amount of fees assessed for property inspections; and
- d. Each Approved Claimant from the Non-New York B.P.O. Class shall be paid 100% of the total amount of fees assessed for Broker Price Opinions that meet the Specified Criteria.

Checks issued to Approved Claimants (referred to as “Distribution Checks” in the Settlement Agreement) will remain valid for a period of 180 calendar days after issuance but, if not cashed or otherwise negotiated by the end of such period, will be cancelled as stale and will not be reissued.

To the extent that there is more than one Approved Claimant for the same property (e.g., if a husband and wife were both mortgagors on the same residential mortgage), then all such Approved Claimants shall be (a) entitled to only one payment for that Property, the amount of which shall be determined based on the criteria set forth above; (b) solely responsible for the allocation, if any, of the payment between and among themselves; and (c) solely responsible for taking all steps necessary to negotiate any Distribution Check made payable to more than one

Mortgagor Party, including but not limited to all costs associated with taking such steps. Delivery of a Distribution Check to one of several Approved Claimants for same property shall be deemed final and conclusive of HSBC's obligations under the Settlement Agreement.

Class Members who fail to timely submit a complete and valid Proof of Claim will not be entitled to receive any Claim Payment but will be bound by any judgment entered in the Action and by terms of the Settlement Agreement if approved by the Court, unless the Class Member has timely and properly requested to be excluded from the Class.

Class Members can determine the amount of the Claim Payment they may be eligible to receive under the proposed Settlement in three ways. First, you can visit the Settlement Website and go to the section entitled "Submit a Proof of Claim," which permits you to complete an on-line Proof of Claim. Enter into Item 1 on the on-line Proof of Claim the unique identification number included with the notice of the proposed Settlement mailed to you directly and the Claim Payment associated with the residential property that is the subject of your mortgage or security agreement with Defendants will appear next to the property's address. In the event you believe you are a Class Member but did not receive a notice containing a unique identification number or misplaced it or you confirm whether you are a member of the Settlement Class, please call Class Counsel at the number listed above (see Question 3) and Class Counsel will attempt to assist you.

Second, you can visit the Settlement Website and go to the section entitled "Are You a Class Member." Use the search feature of the Settlement Website to find the address of your residential property. The amount of the Claim Payment associated with the property will appear next to the property's address.

Third, you can contact Class Counsel by email or telephone (see Question 3 for contact information) and ask about the amount of the Claim Payment you may be entitled to receive. Class Counsel will perform the same queries of the Settlement Website described above to determine the amount of the Claim Payment associated with your residential mortgage and will inform you of the results.

Please do not contact the Settlement Administrator for purposes of performing queries of the Settlement Website to determine the amount of the Claim Payment you may be entitled to receive.

7. HOW CAN I GET A CLAIM PAYMENT?

In order to qualify for a Claim Payment, you must timely submit a complete and valid Proof of Claim and IRS Form W-9. This can be done in the following two ways.

First, you may submit a Proof of Claim and IRS Form W-9 on-line through the Settlement Website. To do so, visit the Settlement Website and go to the section entitled "Submit A Proof Of Claim." Read the instructions carefully, fill out the form, and submit the Proof of Claim. You must also print, complete, and sign an IRS Form W-9 (available on the settlement website), which must be uploaded and submitted with your Proof of Claim. If notice

of the proposed Settlement was mailed to you directly, the notice included a unique identification number which can be used, as explained in the Proof of Claim instructions, to automatically complete Items 2 and 3 of the Proof of Claim. If you did not receive a notice containing a unique identification number or misplaced it, please contact Class Counsel (see Question 3 for contact information) and Class Counsel will seek to assist you.

Second, you may also submit a Proof of Claim and IRS Form W-9 in paper form. You may obtain paper copies of the Proof of Claim and IRS Form W-9 by printing them from the Settlement Website (available at the section entitled “Submit a Proof of Claim”) or by requesting them from the Settlement Administrator by mail, e-mail or phone at the contact information for the Settlement Administrator set forth above (see Question 3). Read the instructions on the Proof of Claim carefully, fill out the form, and submit it by **mail**, first class postage pre-paid, to the Settlement Administrator at:

[REDACTED]

To be considered timely, Proof of Claims and IRS Form W-9s submitted through the Settlement Website **must be submitted** by no later than [REDACTED]. Proof of Claims and IRS Form W-9s submitted by mail **must be postmarked** by no later than [REDACTED].

If you do not timely submit a completed and valid Proof of Claim and executed IRS Form W-9, you will not receive a Claim Payment; however, unless you timely and properly exclude yourself from the Class as described below (see Question 16), you will still be bound in all other respects by any judgment entered in the Action and by the terms of the Settlement Agreement (including the release of Defendants) if approved by the Court. By remaining in the Class, you are consenting to the jurisdiction of the Court.

8. WHAT IS THE PROCESS FOR DETERMINING WHETHER A PROOF OF CLAIM WILL BE APPROVED OR REJECTED?

The Settlement Administrator will review each Proof of Claim to determine if it was timely submitted, complete and valid and should be approved. A Proof of Claim must be rejected by the Claims Administrator if (a) the claimant is not a Class Member; (b) the Proof of Claim is not timely submitted pursuant to the deadlines set forth in Section 5.1; (c) the Proof of Claim is not substantially completed consistent with the Proof of Claim instructions; (d) the Proof of Claim is not executed under penalty of perjury as provided on the Proof of Claim; (e) the Proof of Claim is determined by the Claims Administrator, based on the Proof of Claim and other relevant information, to be untrue, false or fraudulent; (e) the Proof of Claim is not submitted with a completed and signed IRS Form W-9.

If the Settlement Administrator receives a Proof of Claim that is timely, but incomplete, invalid, or otherwise unapprovable for the reasons set forth above, and the defect is curable, the Settlement Administrator shall send a Notice of Deficiency to the party submitting such a Proof of Claim in writing sent by first-class mail of the nature of the defect and notify that party that a cured Proof of Claim may be submitted within fifteen (15) business days of the date of the mailing of the Notice of Deficiency. All Claimants who submit a cured Proof of Claim within this fifteen (15) business day period shall be deemed Approved Claimants.

Subject to the foregoing, the Settlement Administrator's determination to reject a Proof of Claim on the grounds that it was not timely submitted, complete or valid shall be binding on the Claimant and not subject to further review or appeal. Any Claimant who submits a Proof of Claim that has been rejected by the Settlement Administrator shall be barred from receiving any Claim Payment but otherwise shall be bound by any judgment that may be entered in the Action and the terms of the Settlement Agreement (including the release of Defendants), if approved by the Court.

All Proof of Claims that the Settlement Administrator has determined to approve may be challenged by Defendants ("Disputed Claims"). If the Settlement Administrator, Class Counsel and Defendants' Counsel are unable to resolve Defendants' challenge, Defendants may apply to the Court, on notice to Class Counsel and to the Claimants who submit Proof of Claims the Settlement Administrator has approved, for an Order determining that the Claimant's Proof of Claim should be rejected. Similarly, all Proof of Claims that the Settlement Administrator has determined to reject may be challenged by Class Counsel ("Disputed Invalid Claims"). If the Settlement Administrator, Class Counsel and Defendants' Counsel are unable to resolve Class Counsel's challenge, Class Counsel may apply to the Court, on notice to Defendants' Counsel and to the Claimants who submit Proof of Claims the Settlement Administrator has rejected, for an Order determining that the Claimant's Proof of Claim should be approved.

Defendants and Class Counsel will bear the burden of persuasion and proof in connection with their respective challenges in Court. Resolution of Disputed Valid Claims and Disputed Invalid Claims will proceed according to the schedule to be set by the Court, and Claimants who submit Proof of Claims that are subject of the challenge will be subject to discovery, limited to the Claimant's status as a Settlement Class Member and the Claimant's entitlement to a Claim Payment under the terms of the Settlement Agreement.

The above description of the review process for approving or rejecting Proof of Claims is only a summary. The complete terms of the review process, including the definition of capitalized terms not defined in this Notice, are set forth in the Settlement Agreement, which you may obtain from the Settlement Website by visiting the section entitled "Settlement Filings" or by contacting the Settlement Administrator at the contact information listed above (see Question 3).

9. WHEN WOULD I GET MY DISTRIBUTION CHECK?

The Court will hold a Settlement Hearing on [REDACTED], at [REDACTED] a.m., to decide whether to approve the proposed Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Proof of Claims to be evaluated to determine if they were timely submitted, complete, and valid. If there are no appeals and depending on the number of Proof of Claims submitted, the Settlement Administrator could issue Distribution Checks as early as forty-five days after the Court's approval of the Settlement becomes Final. Please be patient.

10. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves the proposed Settlement, it will enter a Judgment containing, among other things, a release which provides that, upon the Effective Date, the Class Representative and each Settlement Class Member, on behalf of themselves, and each of their heirs, executors, trustees, administrators, beneficiaries, predecessors, successors and assigns, and any other person claiming by, through or on behalf of them, shall be deemed by operation of law (a) to have released, waived, discharged and dismissed each and every of the Released Claims against the Released Parties; (b) shall forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Released Claim.

The above description of the release applicable to the Class Representative and Settlement Class Members set forth in the Settlement Agreement is only a summary. The complete terms, including the definitions of capitalized terms not defined in this Notice, are set forth in the Settlement Agreement, which you may obtain from the Settlement Website by visiting the section entitled "Settlement Filings" or by contacting the Settlement Administrator at the contact information listed above (see Question 3).

11. DO I NEED TO CONTACT CLASS COUNSEL TO RECEIVE A DISTRIBUTION CHECK?

No. If you timely submit a completed and valid Proof of Claim, you need not contact Class Counsel. If, however, you require any information about the proposed Settlement that is not otherwise available on the Settlement Website or you prefer not to review the Settlement Website to obtain information about the proposed Settlement, you may contact, as appropriate, either the Settlement Administrator or Class Counsel at the contact information listed above (see Question 3).

12. WILL THERE BE ANY PAYMENTS IF THE SETTLEMENT AGREEMENT IS TERMINATED?

No. The Settlement Agreement may be terminated under several circumstances outlined in it. If the Settlement Agreement is terminated, the Action will proceed as if the Settlement Agreement had not been entered into.

13. MAY I CONTACT CLASS COUNSEL?

Yes. Class Counsel has been preliminarily appointed by the Court to represent the Class Representative and Class Members. You will not be charged any fees nor incur any costs by contacting Class Counsel concerning any questions you may have regarding the Action or the proposed Settlement. Class Counsel may be contacted at the contact information listed above (see Question 3).

14. HOW WILL CLASS COUNSEL BE PAID FOR FEES AND EXPENSES?

Class Counsel will file a motion for an award of attorneys' fees of no more than \$817,500, and reimbursement of expenses of no more than \$135,000 (collectively, "Class Counsel Fees"). That motion will be considered by the Court at the Settlement Hearing. Any Class Counsel Fees approved by the Court will be paid by Defendants. Class Members are not personally liable for any Class Counsel Fees that may be awarded by the Court nor for any attorneys' fees, costs, or expenses incurred by Class Counsel in prosecuting the Action.

The Class Counsel Fees requested will be the only payment to Class Counsel for their efforts in achieving the proposed Settlement and for their risk in undertaking this representation on a wholly contingent basis. Class Counsel has committed significant time and expense in litigating the Action for the benefit of the Class. To date, Class Counsel has not been paid for their services in prosecuting the Action on behalf of the Class Representative and the Class or reimbursed for their costs and expenses. The Class Counsel Fees requested will compensate Class Counsel for their work in achieving the proposed Settlement. The Court will decide what a reasonable Class Counsel Fee award is and may award less than the amount requested by Class Counsel.

15. WILL THE CLASS REPRESENTATIVE SEEK AN AWARD IN ADDITION TO THE CLAIM PAYMENTS THAT OTHER CLASS MEMBERS MAY RECEIVE?

Yes. The Class Representative will request that the Court award her a Service Award of no more than \$5,000 for the time and effort expended in representing the Class in the Action. The Court will consider the Class Representative' request at the Settlement Hearing. Such sums as may be approved by the Court will be paid by Defendants. Class Members are not personally liable for any Service Award that the Court may award.

16. CAN I EXCLUDE MYSELF FROM THE CLASS?

Yes. If you do not want to receive a Claim Payment from the proposed Settlement and you want to keep your right, if any, to sue Defendants, at your own expense, concerning the claims raised in the Action, then you must take steps to exclude yourself from the Class.

To exclude yourself from the Class, you must submit a written request, by first class mail, postage pre-paid, to the Settlement Administration at:

[REDACTED]

To be effective, your written request for exclusion **must be postmarked** no later than [REDACTED]. In addition, your written request for exclusion must clearly provide all of the following information: (a) the name and current mailing address of the person and/or entity seeking exclusion; (b) the unique identification number provided on the notice mailed directly to you or the address of the residential property for which you were the Mortgagor Party; and (c) a signed statement that you wish to be excluded from the Class and the Settlement in *Tardibuono-Quigley v. HSBC Mortgage Corporation (USA) et. al*, No. 7:15-cv-06940-KMK-JCM (S.D.N.Y.). If the exclusion request is made by someone other than you on your behalf, the person or entity submitting the exclusion request must provide documentation evidencing authority to submit the exclusion request on your behalf. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

You **cannot** make a proper request to exclude yourself from the Class by phone, by e-mail, or by contacting anyone but the Settlement Administrator in the manner and by the deadline set forth above. If you make a proper request for exclusion, you will not receive a Claim Payment from the Settlement; you cannot object to the proposed Settlement; and you will not be legally bound by any judgments that may be entered in the Action, or by the terms of the proposed Settlement, if approved by the Court.

17. IF I EXCLUDE MYSELF FROM THE CLASS, CAN I STILL GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself from the Class, do not submit a Proof of Claim to ask for any recovery from the Settlement because you will no longer be a member of the Class and, as such, will not be eligible for any recovery from the proposed Settlement, if approved.

18. CAN I OBJECT TO THE PROPOSED SETTLEMENT, CLASS COUNSEL'S REQUEST FOR CLASS COUNSEL FEES, OR THE CLASS REPRESENTATIVE'S REQUEST FOR A SERVICE AWARD?

Yes. If you are a Class Member and have not requested to exclude yourself from the Class, you can object to the Settlement, or any part of it, as well as to Class Counsel's request for Class Counsel Fees and the Class Representative's request for a Service Award.

To object, you **must**, by no later than [REDACTED], have filed in writing your objection and any supporting papers with the Court (accompanied by due proof of service upon counsel for the Settling Parties) and have served, by hand, mail or overnight delivery, copies of all such written filings on counsel for the Settling Parties at the following addresses:

To the Court:

Clerk of Court
United States District Court, Southern District of New York
The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse
300 Quarropas Street

White Plains, NY 10601-4150

To Class Counsel:

Todd S. Garber
D. Gregory Blankinship
Bradley F. Silverman
FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER LLP
445 Hamilton Avenue, Suite 605
White Plains, NY 10601

To Defendants' Counsel:

James L. Bernard
STROOCK & STROOCK & LAVAN LLP
180 Maiden Lane
New York, NY 10038

In addition, your written objection **must** include all of the following information: (a) your name and current mailing address; (b) the unique identification number provided on the notice mailed directly to you or the address of the residential property for which you were the Mortgagor Party; (c) a signed statement that you object to the Settlement in *Tardibuono-Quigley v. HSBC Mortgage Corporation (USA) et. al*, No. 7:15-cv-06940-KMK-JCM (S.D.N.Y.); (d) a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) a statement of your specific objections as well as the specific grounds for those objections (including any documents you would like the Court to consider); and (f) a list of all other class action cases in which you or your counsel have filed objections to settlements.

Attendance at the Settlement Hearing is not necessary for you to object to any matters to be presented at the Settlement Hearing. If you or your representative wish to appear, however, to be heard orally to oppose any matters to be presented at the Settlement Hearing (including the approval of the Settlement) and/or present evidence at the Settlement Hearing, you must include with the filing and service of your written objection, a notice of your intent to appear at the Settlement Hearing and the identity of any witnesses you may seek to call to testify and exhibits you may seek to introduce into evidence at the Settlement Hearing.

Unless the Court orders otherwise, no Class Member or other person shall be entitled to object to any matters to be presented at the Settlement Hearing, or otherwise be heard at the Settlement Hearing, except by serving and filing written objections as described above. Any Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall be bound by any judgments entered in the Action and all the terms of the Settlement Agreement, if approved by the Court, unless the Class Member has properly requested to be excluded from the Class.

19. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE PROPOSED SETTLEMENT AND EXCLUDING YOURSELF FROM THE CLASS?

Objecting is simply telling the Court that you do not like the Settlement or some part of it. You can only object if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Action and the proposed Settlement no longer affect you.

20. WHEN WILL THE SETTLEMENT HEARING TAKE PLACE AND WHAT WILL BE ADDRESSED?

The Settlement Hearing will be held on [REDACTED], at [REDACTED] a.m., before the Honorable Kenneth M. Karas, at the United States District Court, Southern District of New York, The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150, for the purpose of determining whether (a) the proposed Settlement, as embodied in the Settlement Agreement, is fair, reasonable, and adequate, and should be approved; (b) to enter the Judgment, substantially in the form attached as Exhibit C to the Settlement Agreement, which, among other things, provides for the dismissal of the Action with prejudice and the release by the Class Representative and Settlement Class Members of the Settled Claims as against the Released Parties; (c) the Action should be finally certified, for settlement purposes, as a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure; (d) to grant Class Counsel's application for an award of Class Counsel Fees; (e) to grant the Class Representative's request for a Service Award; and (f) to rule upon such other matters as the Court may deem appropriate.

21. MAY I SPEAK AT THE SETTLEMENT HEARING?

Yes. If you or your representative, however, wish to raise an objection at the Settlement Hearing to any matter to be addressed at the Settlement Hearing, then you must first inform the Court and counsel for the Settling Parties of your intention to speak according to the instructions set forth in Question 18. You cannot speak at the Settlement Hearing if you properly requested to exclude yourself from the Class.

22. DO I HAVE TO COME TO THE SETTLEMENT HEARING?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you file and serve an objection to the proposed Settlement (or any part of it) according to the instructions set forth in Question 18, you need not appear at the Settlement Hearing to talk about it. So long as you complied with the requirements for filing and serving an objection as set forth in Question 18, the Court will consider it. You may also retain your own lawyer to attend the Settlement Hearing, but it is not necessary.

23. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will not receive any money from the Settlement. But, unless you properly request to exclude yourself from the Class, you will be bound by any judgment, whether or not favorable to you, that the Court may enter in the Action and by all the terms of the Settlement Agreement (including the release of Defendants), if approved by the Court. By remaining in the Class, you are consenting to the jurisdiction of the Court.

24. WILL I HAVE TO PAY TAX ON A CLAIM PAYMENT I AM ELIGIBLE TO RECEIVE FROM THE SETTLEMENT?

The Settlement Administrator shall report to the United States Internal Revenue Service on IRS Form 1099-MISC any Claim Payment made to an Authorized Claimant in the amount of \$600 or more. The tax treatment of any Claim Payment you may be eligible to receive is your responsibility, including whether you are subject to tax withholding and, if so, what steps, if any, you may or must take to accept a distribution that does not withhold any funds for tax purposes. Neither the Settlement Administrator nor the Settling Parties and their counsel (including Class Counsel and Defendants' counsel) can provide you with individual tax advice. Accordingly, you should consult your tax advisor if you are not certain about the tax treatment of a Claim Payment you may be eligible to receive from the Settlement.

25. HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in the Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the office of the Clerk of Court, United States District Court, Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. In addition, settlement-related documents, including the Proof of Claim, IRS Form W-9, Settlement Agreement and Preliminary Approval Order, may be obtained by visiting the Settlement Website or by contacting the Settlement Administrator in the manner and at the contact details set forth above (see Question 3).

PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR HSBC FOR INFORMATION.

Dated: _____, 2019

By Order of the Court
United States District Court
For the Southern District of New York

Exhibit E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

YOU MAY BE ELIGIBLE TO OBTAIN AN AWARD WITH A MEDIAN VALUE OF APPROXIMATELY \$385.00, THOUGH YOUR ACTUAL AWARD MAY BE HIGHER OR LOWER THAN THE MEDIAN VALUE, AS A MEMBER OF A CLASS ACTION IN FEDERAL COURT COMPRISED OF PERSONS WHO ENTERED INTO RESIDENTIAL MORTGAGES OR SECURITY AGREEMENTS WITH HSBC MORTGAGE CORPORATION (USA) OR HSBC BANK USA, N.A. (TOGETHER, “HSBC”), AND WHO WERE ASSESSED FEES BY HSBC FOR PROPERTY INSPECTIONS AND/OR BROKER PRICE OPINIONS. A CLASS ACTION SETTLEMENT HAS BEEN PROPOSED THAT IS SUBJECT TO COURT APPROVAL AND MAY AFFECT YOUR LEGAL RIGHTS.

You can obtain full notice of the class action and the proposed settlement, determine if you are a class member and the settlement amount you may be eligible for, and file a claim for that amount (using the unique ID number on the back of this notice) by visiting www._____.com (the “Settlement Website”) or by requesting this information from the Settlement Administrator by mail, e-mail, or phone as follows:

[INSERT CONTACT INFORMATION]

YOU MUST TIMELY ACT TO PROTECT YOUR RIGHTS. You may exclude yourself from the proposed class by filing a written request for exclusion by **[DATE]**. You may object to the proposed settlement, Class Counsel’s request for Class Counsel Fees or the Class Representative’s request for a Service Award by filing a written objection by **[DATE]**. You may claim a settlement amount, if eligible, by filing a Proof of Claim by **[DATE]**. A full explanation of these options and details for such submissions are available on the Settlement Website or from the Settlement Administrator. **If you fail to timely act, you will be bound by the proposed settlement (including the release of defendants), if approved by the Court, but not eligible to receive any settlement amount.**

Exhibit F

Exhibit G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAWN TARDIBUONO-QUIGLEY, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

HSBC MORTGAGE CORPORATION
(USA) and HSBC BANK USA, N.A.,

Defendants.

Case No. 7:15-cv-06940-KMK-JCM

PROOF OF CLAIM

TO BE ELIGIBLE TO RECEIVE A CLAIM PAYMENT IN THE SETTLEMENT OF THE ABOVE-CAPTIONED ACTION, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW AND SUBMIT THIS FORM WITH A COMPLETED IRS FORM W-9 (AVAILABLE ON THE SETTLEMENT WEBSITE) CONSISTENT WITH THE INSTRUCTIONS SET FORTH AT THE END OF THIS DOCUMENT BY [REDACTED], 2019.

1. Unique identification number: _____

This number can be found on the back of the notice you received and is for use only with submission through the dedicated website found at [www.\[REDACTED\].com](http://www.[REDACTED].com). If you lost your unique identification number, you may contact the settlement administrator for assistance.

2. Your name:

First Name	Middle Initial	Last Name	Suffix
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Note that only one settlement payment will be issued for each property, even where more than one borrowing party signed the operative mortgage or security agreement. The settlement payment will be issued to the person named here and that person shall be solely responsible for the allocation of the payment between and among any co-borrowers. In the event that more than one claim is received for a single property, the settlement payment will be issued to the person listed on the first-submitted claim.

3. The address of the residential property for which you entered into a mortgage or security agreement with HSBC Mortgage Corporation (USA) or HSBC Bank USA,

N.A. (together, “HSBC”), and for which you were assessed fees by HSBC for property inspections and/or broker price opinions:

Street Address (including apartment number, if applicable)

City, State and ZIP code

4. Your current preferred mailing address:

Street Address (including apartment number, if applicable)

City, State and ZIP code

**5. Your current preferred phone number and e-mail address:
(optional)**

(___) ___ - _____
Phone Number

E-mail Address

6. You must certify the following declaration:

I HEREBY ACKNOWLEDGE that (a) plaintiff and defendants in the above-captioned action have consented to the jurisdiction of the Court for purposes of hearing and determining plaintiff’s motions for preliminary and final approval of the Settlement Agreement and Settlement, and, if approved, for all proceedings related to the implementation, enforcement and administration of the Settlement Agreement; (b) by submitting this Proof of Claim, I am submitting to the jurisdiction of the Court to hear and determine this matter for all proceedings relating to my submission; and (c) by submitting this Proof of Claim, I will be deemed, upon the Effective Date, to have released the Released Claims against the Released Parties, pursuant to the terms of the Judgment to be entered if the Settlement Agreement and Settlement are approved.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THE DATE SET FORTH BELOW

Signature

Date

7. You must complete an IRS Form W-9 (available on the Settlement Website) and submit that form with your claim, in accordance with the instructions below, to receive an award.

INSTRUCTIONS:

1. All information required to be supplied should be typed or legibly written.
2. The Proof of Claim and IRS Form W-9 may be submitted either (a) on-line at www.█.com (the “Settlement Website”) at the section entitled “Submit A Proof Of Claim” or (b) by mail, first class postage pre-paid, addressed as follows:

[INSERT MAILING ADDRESS]

Please submit only one Proof of Claim.

3. The Proof of Claim and IRS Form W-9 must be submitted either through the Settlement Website no later than **[DATE]** or by mail, at the address set forth above, post-marked no later than **[DATE]**. If you fail to timely submit your Proof of Claim and IRS Form W-9, your claim will be rejected and you will not be eligible to receive a Claim Payment from the Settlement.
4. On the Proof of Claim form:
 - a. Item 1 should be completed only if submitting a Proof of Claim through the Settlement Website. You will have received your Unique Identification Number on the settlement notice postcards mailed directly to you. (If you did not receive such notices or have misplaced them, contact Class Counsel at the number listed in instruction 7, below.) Use of the Unique Identification Number will cause Items 2 and 3 to be automatically completed and will also reveal the amount of the Claim Payment associated with the Property (Item 3). If you believe the information that automatically appears is incorrect, delete the Unique Identification Number and complete Items 2 and 3 manually.
 - b. Items 2 through 4 must be fully and accurately completed and the Proof of Claim must be signed and dated. Failure to do so will result in the rejection of your Proof of Claim and, unless you fail to supply your current preferred mailing address (Item 4), the Settlement Administrator will contact you concerning any incomplete or inaccurate information.
 - c. To confirm the information required for Item 3, use either of the following options. First, visit the Settlement Website and go to the section entitled “Are You a Class Member.” Use the search feature of the Settlement Website to find if the address of the residential property for which you entered into a mortgage or security agreement with HSBC Mortgage Corporation (USA) or HSBC Bank USA, N.A. is part of the Settlement. Second, request confirmation from Class Counsel, the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber LLP, by calling them at (914) 298-3281.
 - d. Item 5 is not required to be completed. The information requested, however, will allow the Settlement Administrator to quickly contact you, if necessary.
5. On the IRS Form W-9 (available on the Settlement Website):

- a. Provide any available information requested in lines 1 through 6 of the IRS Form W-9. You do not need to complete line 7 or provide the “Requester’s name and address” fields. However, you must at least provide the information sought in lines 1, 3, 5, and 6.
 - b. You must provide your Taxpayer Identification Number in accordance with the instructions in Part I of the IRS Form W-9.
 - c. You must sign the certification in Part II of the IRS Form W-9. If you fail to sign Part II of the IRS Form W-9, your claim will be rejected and you will not be eligible to receive a Claim Payment.
6. All capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to them in that certain Stipulation and Agreement of Settlement, dated as of January __, 2019 executed by the Settling Parties in these Actions (the “Settlement Agreement”). A copy of the Settlement Agreement is available on the Settlement Website or can be requested by contacting the Settlement Administrator by mail, e-mail or phone as follows:

[INSERT CONTACT INFORMATION]

If you choose to contact the Settlement Administrator, please refer to the above-captioned action and provide your full name and e-mail or mailing address.