

**IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND**

**MARCELINE WHITE**

*On behalf of herself individually and  
similarly situated persons.*

Plaintiff

v.

**NEWREZ LLC d/b/a SHELLPOINT  
MORTGAGE SERVICING  
&  
FEDERAL NATIONAL MORTGAGE  
ASSOCIATION**

Defendants

Case No. C-02-CV-001060

**FINAL JUDGMENT ORDER APPROVING CLASS ACTION SETTLEMENT,  
APPROVING AWARD OF ATTORNEYS' FEES AND COSTS,  
AND DISMISSING THE ACTION WITH PREJUDICE**

Upon consideration of Representative Plaintiff Marceline White's Motion for Final Approval of Class Action Settlement, and her Motion to Approve Award of Attorneys' Fees and Costs to Class Counsel, and the Declarations of Counsel and of the Settlement Administrator submitted in support of the Motions, with the consent of Defendants, and following a Final Fairness Hearing held in open court on August 31, 2021, it is HEREBY ORDERED that:

1. The Motion for Final Approval is GRANTED, and that;
2. The following class is certified for settlement purposes:

All individuals in Maryland who from October 1, 2018 to September 30, 2020 (i) paid a "Convenience Fee," (ii) collected in whole or in part by Shellpoint, (iii) in order to make a payment on a residential mortgage debt, and (iv) where the "convenience fee" charged was not specifically enumerated in the original agreement creating such debt.

Further, upon consideration of the Motions and Exhibits filed in support of the Motion for Final Approval, and upon consideration of the record in this matter, the Court makes the following findings pursuant to Rule 2-231(i):

1. The Court finds that Marceline White as Class Representative, and that Phillip Robinson and Thomas J. Minton as Class Counsel, have adequately represented the Class in this matter.
2. The Court finds that the Settlement was reached in good faith, through an arms-length and mediated negotiation after due investigation and discovery by Class Counsel, that the Settlement provides significant benefits for the Class as described in the Settlement Agreement, and that after proper Notice to the Class Members there have been no objections from the Class Members.
3. The Court finds that the proposed method of distributing payment to the Class as set forth in ¶ 30(b) of the Settlement Agreement is reasonable in that: (a) the Settlement Administrator will automatically distribute a pro-rata share of the Common Fund to all Class Members who have not opted out of the Action, after deductions for Attorneys' Fees and Costs, and Settlement administrative costs, and that; (b) Class Members will not be required to submit any claim form or other documentation in order to receive payment.
4. The Court finds that the mailing of the Class Notice and the methodology for implementation of the Settlement Agreement are reasonable, that the Class Notice was issued, emailed, and mailed in accordance with the Notice plan described in the Settlement Agreement, and that the Class Notice fully and accurately informed all Class Members of the material elements of the Settlement and their rights thereunder.
5. The Court further finds that distribution of the Notice was the best notice practicable

and that the Notice satisfies the requirements of the Maryland Rules of Civil Procedure, Rule 2-231, and the due process requirements of the Maryland Constitution and Declaration of Rights, and of the United States Constitution.

6. The Court has considered the Motion for an Award of Attorneys' Fees and Costs filed by Class Counsel, and finds that the request is fair and reasonable in light of the significant benefit achieved for the Class, the contingent nature of the award, awards approved by other State and Federal Courts in Maryland in similar class action cases, and the significant efforts devoted to, and costs expended in, the litigation of this Action by Class Counsel.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Court hereby grants Final Approval, pursuant to Rule 2-231(i), to the settlement contained in the Settlement Agreement appended to the Plaintiff's Motion in support of the Motion for Preliminary Approval of the Settlement filed on April 28, 2021 (the "Settlement" or "Settlement Agreement") and finds that it constitutes a fair, reasonable, and adequate settlement of the disputed and complex claims, and for purposes of this Order, the Court hereby adopts by reference the Definitions set forth in the Settlement Agreement.

2. The parties and the Settlement Administrator are directed to implement the terms of the Settlement Agreement ¶ 30(b)(iii) regarding payments to the Class Members within forty-five (45) days of the Final Approval Date as defined therein.

3. The Court approves the Housing Initiative Partnership as *cy pres* recipient of unclaimed funds, and if, after sixty (60) days following issuance of the payments to the Class Member, there are unclaimed funds remaining in the Qualified Settlement Fund,

the Settlement Administrator is directed to pay that remainder to the Housing Initiative Partnership in accordance with the terms of ¶ 41(h) of the Settlement Agreement.

4. The Settlement Administrator is directed to pay from the Qualified Settlement Fund, in a manner directed by Class Counsel, within thirty (30) days of the Final Approval Date as defined in the Settlement Agreement: (a) The approved Attorneys' Fees award in the amount of One Hundred Seventy Thousand Dollars (\$170,000.00), and; (b) The approved Attorneys' Costs in the amount of Seven Thousand Two Hundred Sixty Three and 93/100 Dollars (\$7,263.93).

5. Defendants shall pay the sum of Ten Thousand Dollars (\$10,000.00) to Plaintiff Marceline White in settlement of her individual (non-class) claims in the Action, in accordance with ¶ 30(c) of the Settlement Agreement, within thirty (30) days of the Final Approval Date.

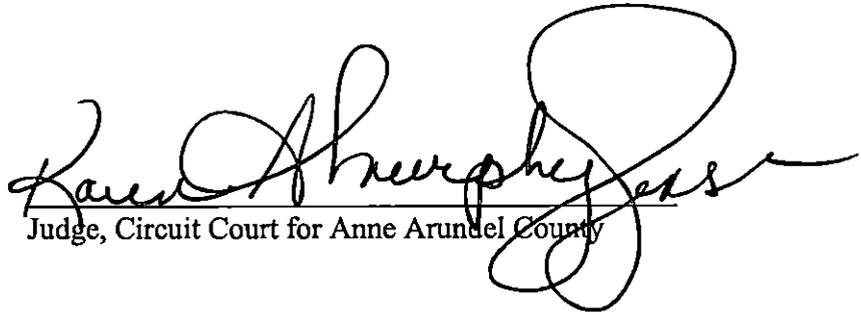
6. The Plaintiff, and any Class Member who has not timely excluded himself or herself in accordance with the terms set by the Settlement Agreement and the Order of Preliminary Approval dated May 3, 2021, shall be bound by the provisions of the Settlement Agreement, and are conclusively deemed to have fully released, acquitted and forever discharged the Released Claims (as defined in the Settlement Agreement ¶ 35) against the Defendants and Related Parties (as defined in the Settlement Agreement), and further agree not to institute, maintain, or assert any claims against any of the Defendants or Related Parties on the Released Claims.

7. This Court shall retain continuing and exclusive jurisdiction over this Action and the Settling Parties for the purpose of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval

Order, and the Final Judgment, and; (b) supervising the administration and distribution of the relief to Class Members, and resolving any dispute that may arise with regard to the foregoing.

8. The Court finds that there is no just reason for delay in the enforcement of the Settlement Agreement, and HEREBY ISSUES THIS FINAL JUDGEMENT AND ORDERS THAT THIS CASE BE AND HEREBY IS DISMISSED WITH PREJUDICE.

Dated: August 31, 2021:

  
Judge, Circuit Court for Anne Arundel County