

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(SOUTHERN DIVISION)**

**IRENE YATES,**

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Plaintiff

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Civil Case: 8:21-cv-03044-TJS

v.

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**NEWREZ LLC d/b/a SHELLPOINT  
MORTGAGE SERVICING**

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Defendant

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**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,  
SCHEDULING A HEARING FOR FINAL APPROVAL THEREOF, AND APPROVING  
THE PROPOSED FORMS AND PROGRAM OF NOTICE TO THE SETTLEMENT  
CLASS**

Plaintiffs Irene Yates and Alice Mejia, having moved for an order preliminarily approving the proposed Settlement of the Class Actions in accordance with the Class Action & Individual Settlement Agreement and Release between Plaintiffs and Defendant NewRez LLC d/b/a Shellpoint Mortgage Servicing entered into (date) (the “Settlement Agreement”); the Court having read and considered the Settlement Agreement; the Motion and the entire record herein;

**NOW, THEREFORE, IT IS HEREBY ORDERED,** that:

1. Except for the terms expressly defined herein, the Court adopts and incorporates the definitions in the Settlement Agreement for the purposes of this Order.

2. Solely for the purposes of the Settlement, the Settlement Class are hereby preliminary certified pursuant to Federal Rule of Civil Procedure 23. The Court finds that the applicable provisions have been satisfied and that the Court will likely be able to approve the Settlement and certify the Settlement Class for purposes of Final Judgment.

3. The Settlement Class is defined as:

All persons with residential mortgage loans secured by real property in Maryland, which were serviced by Shellpoint, for which Shellpoint imposed one or more Property Inspection Fee(s) since January 2014. The Settlement Class member transactions shall consist of two subclasses:

Subclass A: All Settlement Class members whose Property Inspection Fee claims were not tolled by the October 30, 2020 class action filing of *Parker v. Goldman Sachs Mortgage Company Limited Partnership et al*, Case No. 8:20-cv-03581-ADC..

Subclass B: All Settlement Class members whose Property Inspection Fee claims were tolled by the October 30, 2020 class action filing of *Parker v. Goldman Sachs Mortgage Company Limited Partnership et al*, Case No. 8:20-cv-03581-ADC..

4. Irene Yates and Alice Mejia are confirmed and appointed as Class Representatives for the Settlement Class.

5. The Court hereby appoints Phillip Robinson, Thomas Minton, and Scott Borison to represent the Settlement Class for purposes of the Settlement, having determined that the requirements of Federal Rule of Civil Procedure 23 (a)(4) and (g) are fully satisfied by this appointment.

6. A Final Approval Hearing will be held on or about 4/9/2025 at 10am to finally approve the Settlement and to consider the fairness, reasonableness, and adequacy of the Settlement. The date, time, and venue of the Final Approval Hearing shall be set forth in the Class Notice (Attached as Exhibit A-1 to the Parties' Settlement Agreement), which are ordered herein, but shall be subject to adjournment or change by the Court without further notice to the Settlement Class Members.

7. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class.

8. The terms of the Settlement Agreement are hereby preliminarily approved. The Court finds that the Settlement was entered into at arm's length by experienced counsel and is

sufficiently within the range of reasonableness, fairness, and adequacy, and that Class Notice should be given as provided in this Order because the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23.

9. The Court approves, in form and substance, the Class Notice program, finding that it: (i) is the best notice practicable under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency and status of this Litigation and of their right to participate in, object to, or potentially exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval hearing; and (iv) fully satisfies all applicable requirements of Federal Rules of Civil Procedure 23.

10. To validly request exclusion from the Settlement Class, as set forth in Paragraph 42 of the Agreement, a personal request for exclusion must be sent in writing addressed to “Exclusion Requests: Shellpoint Property Fee Class Action” at the Settlement Administrator’s address shown on the Class Notice and be received by the Settlement Administrator no later than the Opt-Out Date. To be effective, the request for exclusion must make clear that exclusion is sought by stating: “I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *YATES AND MEJIA V. SHELLPOINT*” or words to that effect; statements generally objecting to the Settlement or particular terms of the Agreement which do not reveal a clear intent to be excluded as a Class Member do not constitute valid opt-outs. Requests for Exclusion must be personally signed by the person requesting exclusion from the Class and any co-borrower(s) on their mortgage loan (conformed, reproduced, facsimile, or other non-original signatures are not valid), and must include the requestor’s full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, and if different, the address of the property which secured

their mortgage loan, the borrower's telephone number, email address, and the borrower's loan number. For any loan that is subject to this Settlement for which there is more than one borrower, any request for exclusion must be signed by each borrower or it will not be sufficient to remove that loan or any of its co-borrowers from the Class. No person may purport to exercise opt-out rights on behalf of any other person, or purport to opt-out Class Members as a group, aggregate or class involving more than one Class Member; any such purported opt-outs shall be void and the individuals shall remain as Class Members. All persons fitting the definitions of the Settlement Class who do not timely and properly request exclusion from the Settlement Class will in all respects be bound by all terms of the Settlement Agreement.

11. The Class Notice provides instructions regarding the procedures that must be followed to object to the Settlement. Provided that a Settlement Class Member has not submitted a written request for exclusion, as set out in Paragraph 44 of the Agreement, the Settlement Class Member may object provided that such Class Member files with the Court and delivers to the Settlement Administrator, Class Counsel and Defendant's Counsel a written notice of objection no later than sixty (60) days after the Notice Date. Such notice shall state: (i) the objector's full name, current address, and if different, the address of the property which secured their mortgage loan, telephone number, email address (if any), and Shellpoint loan number of the objector's loan; (ii) a statement of the legal and factual ground for the objection with specificity, together with all documents on which the Class Member relies (if any); (iii) the identity of all counsel representing or assisting the objector, if any; (iv) whether the objection applies only to the Class Member, to a portion of the Class, or to the Class as a whole.

12. All Objections must be personally signed by the person(s) making the objection, or a court-appointed legal guardian authorized to act on their behalf. If the person on whose behalf

the objection is filed, or an attorney or court-appointed legal guardian authorized to act on their behalf, intends to appear at the Final Settlement Hearing, the Objection must so state, and the person or his or her attorney must file a notice of appearance in the Action five days prior to the Final Settlement Hearing and serve it on counsel for the Parties. No Class Member or their counsel may appear at the Final Approval Hearing without timely filing and serving a notice of appearance, nor may he or she raise any matters, issues or objections not stated with particularity in the Class Member's written Objection. Class Counsel may, but are not required to, take the deposition of any objector pursuant to the Federal Rules of Civil Procedure. Class Counsel and Defendant's Counsel also may, but are not required to, respond to the objections, if any, by means of a Memorandum of Law not to exceed fifteen (15) pages to be filed and served no later than fifteen (15) days before the Settlement Hearing. The requirements for a valid objection to be prepared, filed, and delivered, shall be stated in detail in the Notice.

13. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of paragraphs 13 and 14 will waive and forfeit any and all rights they may have to object to the settlement and/or to appear and be heard on said objection. Failure to object waives a Settlement Class Member's right to appeal the Final Approval Order.

14. Any Settlement Class Member who requests exclusion from the Settlement Class may not also object to the Settlement. Any Settlement Class Member who elects to object to the Settlement may not also request exclusion from the Settlement Class.

15. The Settlement Administrator shall be responsible for overseeing the implementation and administration of the claims process. These duties include, but are not limited to: (1) e-mailing, or printing and mailing by First-Class U.S. Mail, postage paid, the Class Settlement Notice; (2) updating Settlement Class Member address information prior to mailing

using the National Change of Address (NCOA) system; (3) handling returned notice-related mail not delivered to Settlement Class Members; (4) attempting to obtain updated address information for any Class Notices returned without a forwarding address; (5) establishing a post-office box for the receipt of any correspondence; (6) establishing a website; (7) responding to requests from Class Counsel or Defendant's counsel; (7) otherwise implementing and/or assisting with the dissemination of the Class Notices; and (8) processing and issuing the payments to Class Members in accordance with the Settlement Agreement.

16. The Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

17. The Settlement Administrator shall send the Class Notices via email or pre-paid U.S. Mail pursuant to Paragraph 17 of the Settlement Agreement.

18. The Settlement Administrator shall cause the Class Notices to be published on a dedicated website, as provided in Paragraph 30 of the Agreement, no later than the date on which it sends notice to Class Members.

19. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel no later than sixty (60) days after the initial notice emailing/ mailing or twenty-five (25) days before the Final Fairness Hearing, whichever occurs later, a declaration confirming results of the transmissions of the Notices that were emailed and mailed to all Class Members as required by this Agreement, the number of returned undeliverable Notices (if any), the number of opt-outs and objections, and any additional information Class Counsel deems appropriate to provide to the Court, as provided in Paragraph 27 of the Agreement.

20. Class Counsel shall file any motions for service awards, attorneys fees and costs and their payments from the common fund at the same as their motion for final approval.

21. If the Settlement is approved by the Court following the Final Approval Hearing, a Final Approval Order and Final Judgment will be entered.


22. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to Settlement Class Members, other than that which may be posted at the Court.

23. In the event that the Settlement is terminated in accordance with its provisions, such terminated Settlement Agreement and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with it, and any requests for exclusion from the Settlement Class previously submitted and deemed to be valid and timely, shall be null and void and be of no force and effect, except as expressly provided to the contrary in the Settlement Agreement, and shall be without prejudice to the status quo ante rights of the Parties and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity.

24. If the Settlement is terminated or ultimately not approved, the Court will issue a scheduling order to return the Parties to their respective positions prior to the start of the settlement process and ensure that the Parties will have sufficient time to prepare for the resumption of litigation. Each Party shall be restored to his, her, or its respective position as it existed prior to their Agreement, with each of the Parties' respective legal claims and defenses preserved as they existed at that time.

**SO ORDERED.**

Dated: December 10, 2024



Timothy J. Sullivan  
Chief United States Magistrate Judge