

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

Notice of Proposed Class Action Settlement and Final Hearing for Settlement Class

If Shellpoint Mortgage Servicing charged you a fee for “Property Inspection” since January 2014 (typically in the amount of \$13 or \$15 per transaction), a class action lawsuit may affect your rights.

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

- Irene Yates and Alice Mejia sued Defendant NewRez LLC d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) alleging that Shellpoint charged customers a fee for inspecting properties in Maryland in violation of Maryland law.
- You are receiving this notice to inform you about a proposed settlement so that you know your rights as a proposed member of the Settlement Class.
- The Settlement Class consists of Shellpoint customers who were charged one or more property inspection fees since January 2014, and is divided into two groups depending on when Shellpoint imposed the property inspection fee onto the customer’s account:

Settlement Subclass A is defined as:

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.

Settlement Subclass B is defined as:

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.

- Based on the records available to the parties, Shellpoint imposed Property Inspection Fees onto your mortgage account which qualifies you to be a member of the **SETTLEMENT CLASS** (and you are a member of either/both Subclass A or Subclass B).
- To resolve this matter now without the need for further litigation, the Parties have reached settlement terms that affect the Settlement Class, including your rights.

YOUR LEGAL RIGHTS ARE AFFECTED, AND YOU HAVE A CHOICE TO MAKE NOW:

YOUR LEGAL RIGHTS AND OPTIONS

DO NOTHING: If you do nothing, you will be included in Settlement Class, you will receive the benefit of the settlement provided to Settlement Class members, and you will release the Defendant and the Released Parties of your claims against them.

ASK TO BE EXCLUDED: You may ask to be excluded from this settlement. To validly request exclusion from the Settlement Class, a person must personally sign, date, and send a written request to opt out providing the person's full name, telephone number, the full name of any co-borrowers, current address, the address of the property securing their Shellpoint loan (if different), and Shellpoint loan number, and stating, "I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN YATES AND MEJIA V. SHELLPOINT" (or substantially similar clear and unambiguous language) addressed to: Shellpoint Property Inspection Fee Class Action, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

The written request for exclusion must be received by the Settlement Administrator **no later than the Opt-Out Date of March 4, 2025 (60 days from this Notice Date)**, and must include the person's name, address, telephone number and a "wet ink" signature not affixed via electronic means. If a question is raised about the authenticity of an exclusion request, the Settlement Administrator will have the right to demand additional proof of the individual's identity and intent. The Parties retain discretion to determine whether any exclusion request substantially complies with the requirements above. Exclusion requests that are signed by an attorney but not by the person requesting to be excluded from the Settlement Class are invalid.

Sending a written request to be excluded from the Settlement Class does not guarantee that you will be excluded. Requests to be excluded will be reviewed for their validity.

If you do not exclude yourself from the Settlement Class, the settlement (if approved) will release your legal claims and will affect your right to start or continue any other lawsuit or proceeding against Shellpoint Mortgage Servicing. The release is described in the settlement agreement, which is available on the Court's docket in the case of Yates v. NewRez LLC d/b/a Shellpoint Mortgage Servicing, Case No. 8:21-cv-03044-TJS (United States District Court of Maryland). You can also obtain a copy of the settlement agreement by contacting Class Counsel, Defendant's Counsel, or at the case website www.smsinspectionfeesettlement.com.

OBJECT: If you are a member of one of the Settlement Classes, you have the right to object to the terms of the settlement. If you request to be excluded, you do not have the right to object. A Settlement Class Member who wishes to object to any aspect of the settlement must, **no later than March 4, 2025 (60 days from the date of this notice)**, file with the Court a written statement of the objection(s) and serve the objection(s) on Class Counsel and Defendant's counsel. The written statement of objection(s) shall: (1) set forth 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; (2) contain 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); (3) state the identity of all counsel representing or assisting the objector, if any; and (4) indicate whether the objection applies only to the Class Member, to a portion of the Class, or to the Class as a whole. 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.

Objections must be filed in the case of Yates v. NewRez LLC d/b/a Shellpoint Mortgage Servicing, Case No. 8:21-cv-03044-TJS (United States District Court of Maryland) and must be filed in the Civil Clerk's Office of the United States District Court of Maryland by March 4, 2025 (**within 60 days of the date of this Notice**).

Objections must also be sent to Class Counsel and Defendant's Counsel at the following addresses:

- Class Counsel: Scott Borison, Borison Firm, LLC., 1400 S. Charles Street, Baltimore MD 21230; Phillip Robinson, Consumer Law Center LLC, 1220 Blair Mill Road, Suite 1105, Silver Spring MD 20910; Thomas Minton of Goldman & Minton, P.C., 3600 Clipper Mill Road, Suite 201, Baltimore, MD 21211.
- Defendant's Counsel: Brian Pumphrey, McGuireWoods LLP, Gateway Plaza, 800 East Canal Street, Richmond, VA 23219-3916; Melissa Martinez, McGuireWoods LLP, 500 East Pratt Street, Suite 1000, Baltimore, MD 21202-3169.

You may submit a written statement of objection(s) on your own behalf or through a lawyer hired at your expense. If a lawyer submits objections on your behalf, your lawyer must: (1) file a notice of appearance with the Court; (2) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed; (3) file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class; and (4) comply with the requirements and procedures for objection.

If you file an objection, you will also need to attend the final approval hearing, or the Court may not consider your objection.

You only have the right to object to the settlement if you do not request to be excluded. If you request to be excluded, you do not have the right to object.

Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. To the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

YOUR OPTIONS ARE FURTHER EXPLAINED IN THIS NOTICE.

ANY QUESTIONS? READ ON.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this notice?

Records show that you had a residential mortgage loan secured by real property in Maryland, which the loan was serviced by Shellpoint, and Shellpoint imposed on your account one or more Property Inspection Fee since January 2014. You have legal rights and options that you may exercise before the Court enters a final judgment. The lawsuit is known as Yates v. NewRez LLC d/b/a Shellpoint Mortgage Servicing, Case No. 8:21-cv-03044-TJS (United States District Court of Maryland) which was filed in and is available at the Clerk's Office of the United States District Court of Maryland. The related case, Mejia v. NewRez LLC d/b/a Shellpoint Mortgage Servicing, Case, No. C-15-CV-24-002696 (Circuit Court for Montgomery County, Maryland) is part of this settlement.

2. What are these lawsuits about?

This settlement of the lawsuit is about Property Inspection fees that Shellpoint charged you and other Maryland borrowers on your monthly loan payments. Plaintiffs contend that Shellpoint did not have the right to charge these fees.

The Defendant denies any wrongdoing and denies all claims asserted against it in the Action. The parties have agreed to settle the Action to avoid the cost, delay, and uncertainty of litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Named Plaintiffs" or "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." This case and settlement involves a group of class members who were charged a property inspection fee. Irene Yates and Alice Mejia are the Class Representatives and represent the Settlement Class Members. NewRez LLC d/b/a Shellpoint Mortgage Servicing is the Defendant.

4. Why is this lawsuit a class action?

Plaintiffs filed this case as a class action. Following the Parties' settlement and the Court's preliminary approval order approving the settlement, the Court approved two Settlement Subclasses, Subclass A and Subclass B. All persons receiving benefits from this settlement are referred to as Settlement Class Members. The Court found that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23, which governs class actions in Federal courts.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuits, the Named Plaintiffs have alleged that Shellpoint violated Maryland law by charging property inspection fees.

6. How does Defendant answer?

Defendant denies that it violated Maryland law or that they are required to pay anything to Settlement Class Members. The Parties have reached a settlement however to avoid further cost, risk and delay of litigation.

7. How do I obtain more information?

You can obtain more information about the settlement and the lawsuit by visiting the Shellpoint Property Inspection Fee Litigation website located at www.smsinspectionfeesettlement.com.

8. What is the settlement?

Defendant has agreed to establish a total settlement fund of \$1,216,000.00 to pay all claims, service awards, attorneys' fees and costs, and settlement administration costs associated with the Settlement. The amount to be paid on claims after the Court awards amounts to Plaintiffs for Service Awards, Attorneys' Fees and Costs to Class Counsel and to the settlement administrator shall be distributed to members of Settlement Class based upon the following formula:

For each Subclass A member, a gross payment of \$40.00 will be paid for each Property Inspection Fee assessed (minus any reductions for service awards, attorneys' fees and costs, and settlement administration costs awarded by the Court).

For each Subclass B member, a gross payment of \$400.00 will be paid for each Property Inspection Fee (minus any reductions for service awards, attorneys' fees and costs, and settlement administration costs awarded by the Court).

WHO IS IN THE SETTLEMENT CLASS

9. Am I part of the Settlement Class?

Shellpoint has provided your name as part of Settlement Class and eligible to receive benefits from the settlement.

YOUR OPTIONS

10. What do I need to be included?

You do not have to take any further action to be included as a member of the Settlement Class.

11. What happens if I do nothing at all?

If you do nothing, you will be included in the Settlement Class, you will receive the benefit of the settlement provided to the Class Members depending on how many Property Inspection Fees you were assessed and when they were assessed, all the Court's orders will apply to you, and you will release the Defendant and the Released Parties of your claims against them.

12. What if I do not want to be included?

As described above, you may ask to be excluded from this settlement. To validly request exclusion from the Settlement Class, a person must personally sign, date, and send a written request to opt out providing the person's full name, telephone number, email address, the full name of any co-borrowers, current address, the address of the property securing their Shellpoint loan (if different), and Shellpoint loan number, and stating, "I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN YATES AND MEJIA V. SHELLPOINT" (or substantially similar clear and unambiguous language) addressed to Shellpoint Property Inspection Fee Class Action, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

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If you do not exclude yourself from the Settlement Class, the settlement (if approved) will release your legal claims and will affect your right to start or continue any other lawsuit or proceeding against the Defendant and the Released Parties. The release is described in the settlement agreement, which is available on the Court's docket in the case of Yates v. NewRez LLC d/b/a Shellpoint Mortgage Servicing, Case No. 8:21-cv-03044-TJS (United States District Court of Maryland). You can also obtain a copy of the settlement agreement by contacting Class Counsel, Defendant's Counsel or at www.smsinspectionfeesettlement.com.

13. How do I object?

If you are a member of one of the Settlement Class, you have the right to object to the terms of the settlement. If you request to be excluded, you do not have the right to object. A Settlement Class Member who wishes to object

to any aspect of the settlement must, **no later than March 4, 2025 (60 days from the date of this notice)**, file with the Court a written statement of the objection(s) and serve the objection(s) on Class Counsel, Defendant's Counsel and the Settlement Administrator. The written statement of objection(s) shall: (1) set forth 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; (2) contain 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); (3) state the identity of all counsel representing or assisting the objector, if any; and (4) indicate whether the objection applies only to the Class Member, to a portion of the Class, or to the Class as a whole. 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.

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If you file an objection you will also need to attend the final approval hearing, or the Court may not consider your objections.

THE LAWYER REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following Class Counsel to represent the Class, who may be contacted at: Scott Borison, Borison Firm, LLC., 1400 S. Charles Street, Baltimore MD 21230; Phillip Robinson, Consumer Law Center LLC, 1220 Blair Mill Road, Suite 1105, Silver Spring MD 20910; Thomas Minton of Goldman & Minton, P.C., 3600 Clipper Mill Road, Suite 201, Baltimore, MD 21211. You may hire your own attorney, but only at your own expense.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one who it will be your responsibility to pay. For example, you can ask him or her to appear in Court for you, if you want someone other than Class Counsel to speak for you.

16. How will the Class Counsel be paid?

Class Counsel will request the Court to grant an award of Attorneys' Fees not to exceed 40% of the Common Fund (or \$486,400.00).