

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: July 9, 2026



Beth A. Buchanan

Beth A. Buchanan
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY
COURT SOUTHERN DISTRICT OF
OHIO WESTERN DIVISION

IN RE: : CASE NO.: 19-13676
MONICA MORNINGSTAR : CHAPTER: 13
DEBTOR : JUDGE: BUCHANAN

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT (DOC. 201)**

This matter is before the court on the Motion to Approve Settlement (Doc. 201) (“Motion”) filed on April 2, 2026 by Monica Morningstar and Timothy Bentley (“Debtors” or “Class Representatives”), which seeks entry of an order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Rule 23 of the Federal Rules of Civil Procedure, applicable hereto by Bankruptcy Rules 7023, and 9014: (1) conditionally certifying a Settlement Class¹ under Federal Civil Rule 23(b)(3); (2) preliminarily approving the Settlement Agreement² between Debtors and NewRez LLC dba Shellpoint Mortgage Servicing

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Settlement Agreement.

² The Settlement Agreement entered into among the Parties was executed as of February 18, 2026.

(“Creditor” or “NewRez”) (collectively “the Parties”); (3) preliminarily approving injunctive relief; (4) approving the proposed Notice procedures; (5) appointing the Debtors as the Class Representatives for the Settlement Class, Minnillo Law Group Co., LPA (“MLG”) and Goldenberg Schnieder, LPA, (“GS”) as the Debtors’ Counsel and as Class Counsel; (6) appointing Angeion, Inc. (“Angeion”) as the Settlement Administrator, and (7) scheduling a Final Fairness Hearing to consider final approval of the Settlement Agreement. In support of the Motion, the Debtors have filed a Memorandum of Law and Declarations (Docs. 202, 203, and 204).

The matter is now ready for preliminary disposition. The court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the general order of reference in this district. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(O). Venue is proper in this Court. The Parties consent to this Court’s issuance of final orders in this matter.

The Court, having reviewed and considered the Motion and after due deliberation thereon, and good cause appearing therefore:

IT IS HEREBY FOUND AND DETERMINED THAT:³

1. The Settlement Class preliminarily satisfies the certification requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3); and the Debtors, the Class Representatives, and NewRez conditionally consent to the conditional certification of the Settlement Class, solely for the purpose of settlement of the claims raised by Bentley in a Motion to Determine filed on April 30, 2024 (pacer doc. 37) under case number 19-12176 and by Morningstar in a Motion to Determine filed on June 10, 2021 (pacer doc. 33) under case number 19-13676 (both filings collectively are contested matters and shall be referred to as the

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

“Class Action” or “Contested Matters”) filed in the United States Bankruptcy Court, Southern District of Ohio;

2. For purposes of the settlement of this Class Action, this Court has jurisdiction to enter orders in the Class Action that are applicable to the Settlement Class and NewRez in the Southern District of Ohio as detailed in the Motion;

3. For purposes of settling the Class Action, Class Counsel is sufficiently qualified, has extensive experience handling class actions and bankruptcy matters and has been appointed class counsel in multiple representative class actions;

4. For purposes of settling the Class Action, the Class Representative does not have interests antagonistic to those of the Settlement Class;

5. For purposes of settling the Class Action, the Settlement Class consists of more than 1700 members which figure is so numerous that joinder of all members is impracticable;

6. For purposes of settling the Class Action, there are questions of law and/or fact common to all members of the Settlement Class, including in terms of the legal theory advanced and the factual circumstances underlying that theory;

7. For purposes of settling the Class Action, the claims of the Class Representatives are typical of the claims of the Settlement Class;

8. For purposes of settling the Class Action, the Class Representatives’ interests and incentives are sufficiently aligned with those of the Settlement Class;

9. For purposes of settling the Class Action, Class Counsel and the Class Representatives have fairly and adequately protected the interests of the Settlement Class;

10. For purposes of settling the Class Action, Angeion is an appropriate Settlement Administrator;

11. For purposes of settling the Class Action, questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only the individual class members;

12. For purposes of settling the Class Action, settlement through a class action under Federal Civil Rule 23(b)(3) is superior to other available methods of resolving the claims alleged in the Class Action and the other claims released in the Settlement Agreement;

13. For purposes of settling the Class Action, the proposed Class Representatives and Class Counsel adequately represent the interests of the Settlement Class;

14. The Notice Plan as set forth in the Motion, including the settlement Notice substantially in the form attached to the Settlement Agreement as Exhibit 1, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the terms of the Settlement Agreement, the conditional certification of the Settlement Class for settlement purposes only, how to object and opt out of the Settlement, and the date, time, and location of the Final Fairness Hearing, and no other or further notice is required;

15. The Settlement Agreement and its terms were negotiated by the Parties in good faith and at arms length;

16. For purposes of settling the Class Action, there was sufficient discovery and investigation conducted by the Parties prior to entering into the Settlement Agreement;

17. For purposes of settling the Class Action, final injunctive relief is appropriate in addition to the monetary relief provided under the terms of the Settlement Agreement;

18. The Settlement Agreement is fair and reasonable based on the range of possible outcomes and the cost, delay and uncertainty associated with further litigation;

19. The Settlement Agreement should be preliminarily approved;

20. The Settlement Administrator, Angeion, should be preliminarily approved;

21. A Final Fairness Hearing on the final approval of the Settlement Agreement shall be held so that the Settlement Class Members will have sufficient time from the mailing of the Notice to secure further information regarding the relief sought by the Motion or object to the proposed Settlement Agreement should they choose to do so, and engage separate counsel to appear at the Final Fairness Hearing;

22. Other good and sufficient cause exists for granting the relief requested in the Motion;

23. The Parties' decision to enter into the Settlement Agreement is consistent with their fiduciary duties and does not give rise to any claim or remedy against the Debtors, the Class Representatives, or any of their advisors or professionals except as may be expressly set forth in this Preliminary Approval Order or the Settlement Agreement; and it is therefore

ORDERED ADJUDGED AND DECREED THAT:

- a. Those portions of the Motion seeking preliminary approval of the Settlement Agreement, conditional certification of the Settlement Class solely for settlement purposes, appointment of Class Counsel and the Class Representatives for settlement purposes, approval of the Notice and Notice Plan, approval of the Settlement Payment and Injunctive Provisions, as set forth in the Settlement Agreement, and scheduling of a Final Fairness Hearing are GRANTED.
- b. The Settlement Agreement is preliminarily approved in its entirety as fair, adequate, and reasonable.
- c. The Settlement Class is conditionally certified, solely for purposes of settlement

of the Class Action, pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) and Federal Rule of Bankruptcy Procedure 7023, 9014 and 9019, and shall consist of those individuals identified in Section III of the Settlement Agreement who are individuals who:

- filed a chapter 13 bankruptcy in the United States Bankruptcy Court for the Southern District of Ohio on or after January 1, 2012, and before the date of entry of the Court's Preliminary Approval Order, and
 - had a principal residential mortgage which was subject to Rule 3002.1(a) of the Federal Rules of Bankruptcy Procedure, and
 - which principal residential mortgage was held or serviced by NewRez at any time during the pendency of the Settlement Class Member's bankruptcy chapter 13 case, up to and including the date of entry of the Court's Preliminary Approval Order, and
 - for whom any claimed Rule 3002.1 violation was not adjudicated or settled in the course of their chapter 13 case.
- d. For settlement purposes only, the Settlement Class shall include debtors whose bankruptcy proceedings were dismissed, discharged, or converted to another chapter under the bankruptcy code.
- e. For settlement purposes only, the injunctive relief provisions of Section V(A) of the Settlement Agreement shall be effective prospectively starting on the Effective Date.

- f. For settlement purposes only, NewRez waives any judicial estoppel defense it may be able to assert against the Debtors or any member of the Settlement Class with respect to their receipt of settlement funds.
- g. For settlement purposes only, Monica M. Morningstar and Timothy L. Bentley are hereby conditionally appointed as Class Representatives. If a Class Representative's fee is awarded by this Court, it shall be paid at the same time Class Counsel's attorney fees and costs are paid.
- h. For settlement purposes only, Paul J. Minnillo of Minnillo Law Group Co., LPA and Jeffrey S. Goldenberg of Goldenberg Schneider, LPA are hereby appointed Class Counsel.
- i. The Notice Plan attached to the Settlement Agreement, including the proposed form of settlement Notice and the proposed Notice and Frequently Asked Questions, attached hereto as Exhibit 2, which documents shall be posted on the Settlement Administrator's website, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the terms of the Settlement Agreement, the conditional certification of the Settlement Class for settlement purposes only, how to object and opt out of the Settlement including the opt out and objection deadlines, and the Final Fairness Hearing, and are hereby approved.
- j. No later than five days after the entry of this Order (if it has not done so already), NewRez shall provide MLG and Angeion with the names and last known address of each class member in electronic format. Within 30 days of the entry of this Order (the "Notice Deadline"), Angeion shall send the settlement Notice

in substantially the form attached hereto as Exhibit 1, by first-class mail to the members of the Settlement Class, notwithstanding Paragraph 3 of the Notice Plan, at their last known addresses in any bankruptcy court's records or in NewRez's records or as determined following a skip trace attempt by Angeion, whichever is determined by Angeion to be more current. A single Notice will be sent to members of the Settlement Class who were joint debtors if they have the same last known address.

- k. Any class member may opt out of the proposed settlement by sending a written statement that the class member desires to be excluded from the proposed settlement to the address for the Settlement Administrator provided in the Notice postmarked no later than 75 days after the Notice Deadline. Any class member who submits a written statement as described above shall be excluded from the proposed settlement and shall have no rights, claims, or obligations under the proposed settlement.
- l. Class Counsel shall file a motion for final approval of the Settlement no later than 24 days prior to the Final Fairness Hearing.
- m. Class Counsel shall file their application for attorney fees and costs no later than 30 days prior to the Objection Deadline.
- n. Any party that seeks to object to any of the relief requested in the Motion pertaining to the fairness or final approval of the Settlement, any aspect of the Settlement Agreement, the Order and Final Judgment to be entered herein, and/or the application for attorneys' fees, costs, and expenses, shall **no later than 75 days after the Notice Deadline**, file a written objection, including any

supporting documentation for the objection, with the Court and serve a copy on Class Counsel and NewRez's Counsel, which a) states the class member's full name, address, and phone number, b) states the grounds for the objection, c) indicates if the class member or their attorney intend to appear at the Final Fairness Hearing, and d) identifies any documents the class member will seek to introduce or witnesses the class member intends to call at the Final Fairness Hearing.

- o. The Court hereby schedules a Final Fairness Hearing to be held before the Honorable Beth A. Buchanan, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of Ohio, Western Division, Atrium Two, Suite 814, 221 East Fourth Street, Cincinnati, Ohio 45202 **on December 1, 2026 at 10:00 a.m.** to consider the final approval of the Settlement Agreement and Class Counsel's fee petition.
- p. In the event there is a conflict between this Preliminary Approval Order and the Motion or the Settlement Agreement, this Preliminary Approval Order shall control and govern.
- q. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Preliminary Approval Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Preliminary Approval Order, and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Preliminary Approval Order.

r. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Preliminary Approval Order.

IT IS SO ORDERED.

Copies to: Default List Plus

Timothy L. Bentley
4596 Northridge Drive
Batavia, OH 45103

Exhibit 1

CLASS ACTION SETTLEMENT NOTICE

You are receiving this class action settlement notice because the records of NewRez LLC dba Shellpoint Mortgage Servicing ("Newrez") indicate that you are a class member. You may be eligible for monetary compensation from this class action settlement. To receive money, you must file a claim.

WHAT IS THE CASE ABOUT? The Class Representatives allege that Newrez failed to file certain notices, or filed non-compliant notices, regarding mortgage payment changes and/or post-petition charges as required by the Federal Rules of Bankruptcy Procedure in chapter 13 bankruptcy cases. Newrez denies any liability to anyone for these alleged acts. Go to _____ .com for more information.

WHY DID I RECEIVE THIS NOTICE? You received this notice because records with the Bankruptcy Court for the Southern District of Ohio and/or Newrez's records show that you had a mortgage held or serviced by Newrez on or after January 1, 2012, you were a debtor in a chapter 13 bankruptcy during the time Newrez was servicing your loan, and Newrez could have failed to file certain required notices or notices filed were incomplete or misleading concerning your ongoing mortgage payments.

WHAT SETTLEMENT BENEFITS CAN I RECEIVE? Newrez will create a Settlement Fund ("Fund") of up to \$350,000.00. You may seek a payment from the Fund up to \$335.00. Payment amounts from the Fund may be less if there are insufficient funds to pay all claims up to the maximum amounts. You must file a claim to receive these benefits.

HOW DO I FILE A CLAIM FOR BENEFITS? A claim form is enclosed for your convenience. Claims must be postmarked or filed electronically by (insert deadline) to be timely. You can file a claim electronically at _____ .com.

WHAT OTHER OPTIONS DO I HAVE? If you do not want to be legally bound by the Settlement, you must exclude yourself by completing and mailing a request for exclusion, postmarked no later than (insert date) to the Settlement Administrator at _____ .com, the Court, or the attorneys for the parties. You can also object to the Settlement by submitting your objection to the Settlement Administrator at _____ .com, the Court, or the attorneys for the parties postmarked no later than (insert date). Go to _____ .com for more details about the Settlement and how to exclude yourself or object. On (insert date) at (insert time) Eastern Standard Time, the Court will hold a Final Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees not to exceed 35% of the Fund, their request for reimbursement of expenses, and a service award of \$6,000 for the Class Representatives. The address of the Bankruptcy Court for the Southern District of Ohio, Western Division in Cincinnati, is Atrium II, Suite 800, 221 East Fourth Street, Cincinnati, Ohio 45202. The fees motion will be posted on the settlement website.

ARE MORE DETAILS ABOUT THE SETTLEMENT AVAILABLE? Yes. This Notice simply summarizes the proposed Settlement. The specific details are in the Settlement Agreement and other case documents. You can get a copy of these and other documents at www. _____ .com, by calling (insert #), by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at: <https://ecf.pawd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the Bankruptcy Court for the Southern District of Ohio, Western Division in Cincinnati, Atrium II, Suite 800, 221 East Fourth Street, Cincinnati, Ohio 45202 during regular court hours Monday through Friday, excluding Court holidays. PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

WHAT HAPPENS IF I DO NOTHING AT ALL? If you take no action at all, you will get no Settlement payment and you will be bound by the terms of the Settlement Agreement. If you support this Settlement, you need to timely submit a claim for benefits.

CPT ID: <<ID>>
<Name>
<Address1> <Address2>
<City>, <State> <Zip>

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Shellpoint Class Action Settlement
c/o Settlement Administrator
(address)

Shellpoint Class Action Settlement

U.S. Bankruptcy Court, Southern District of Ohio, Case No. 19-13676
c/o Settlement Administrator
(address)

PRESORTED
First Class
U.S. Postage
PAID

ELECTRONIC SERVICE REQUESTED

CPT ID: <ID>
Passcode: <<Passcode>>
<Name>
<Address1> <Address2>
<City>, <State>, <Zip>

Shellpoint Class Action Settlement Claim Form

To receive any compensation to which you may be entitled, you must complete and mail this claim form by (insert date) or go to _____ .com and complete a claim form online by (insert date). Use your Claim ID Number listed on the front of this Claim Form to file your claim online. Upon receipt of your claim, the Settlement Administrator will review applicable records and determine the amount of settlement benefits to which you may be entitled. The Settlement provides for up to \$335.00 per person for chapter 13 debtors whose principal residential mortgage loan was owned or serviced by Newrez during the person's chapter 13 bankruptcy.

HOW WOULD YOU LIKE TO RECEIVE YOUR PAYMENT?

Check a box below to indicate your preferred payment method. Please provide the email or phone number associated with your account if you want to receive your payment via PayPal or Venmo. Checks must be cashed within 90 days.

- ☐ PayPal (If checked) PayPal e-mail address: _____
- ☐ Venmo (If checked) Venmo phone number: _____
- ☐ Check

By signing below, I affirm under the laws of the United States that to the best of my recollection, knowledge, information, and belief, I am a member of the class as described in this notice, and I authorize the Settlement Administrator to review all relevant information to determine the value of any settlement benefits to which I am entitled.

Signature: _____ Date: _____
(Print all names used by Claimant from 1/1/2012 to present)

If your mailing address changes prior to receiving your settlement payment, go to _____ .com to update your mailing address.

Exhibit 2

MORNINGSTAR V. NEWREZ

NOTICE AND FREQUENTLY ASKED QUESTIONS (FAQ) TO SETTLEMENT CLASS MEMBERS OF THE NEWREZ LLC DBA SHELLPOINT MORTGAGE SERVICING

This FAQ provides a summary of key points from the Settlement Agreement between Debtors (Monica M. Morningstar and Timothy L. Bentley, on behalf of themselves and the Settlement Class) and NewRez LLC dba Shellpoint Mortgage Servicing. Each answer includes a citation to the relevant section of the Agreement for your reference.

1. Who is included in the Settlement Class?

Answer: The Settlement Class includes all individuals who:

- Filed a chapter 13 bankruptcy in the United States Bankruptcy Court for the Southern District of Ohio on or after January 1, 2012;
- Had a principal residential mortgage subject to Rule 3002.1(a) of the Federal Rules of Bankruptcy Procedure;
- The mortgage was held or serviced by SHELLPOINT at any time during the bankruptcy case, up to and including the date of the Preliminary Approval Order;
- For whom any claimed Rule 3002.1 violation was not adjudicated or settled in their chapter 13 case.

Exclusions: Officers, board members, trustees, and directors of Creditor, their legal representatives, heirs, successors, or assigns, and anyone who opts out are excluded.

Citation: Section III.A (Certification of Settlement Class)

2. What is the total Settlement Fund and how will it be distributed?

Answer: The Settlement Fund is \$325,000.00, with a possible increase to \$350,000.00 if the Participating Settlement Class Members would receive less than \$335 per claim. The Fund will be used to pay:

- Attorneys' fees and costs (up to 35% of the Fund, or \$122,500, plus up to \$25,000 in expenses)
- Settlement Administrator costs
- Payments to Settlement Class Members who submit approved claims (up to \$335 each, subject to pro rata adjustment)
- Service Awards to Class Representatives (up to \$3,000 each)
- Any remaining funds may be distributed pro rata or to a *cy pres* recipient approved by the Court.

Citation: Section I.N (Definitions); III.B (Distribution of the Settlement Fund)

3. How do I submit a claim and what is the deadline?

Answer: To receive a payment, you must submit a Claim Form by the Claims Deadline, which is 75 days after the Notice Deadline. The Claim Form will be included with the Settlement Class Notice.

Citation: Section I.B, I.C, I.D (Definitions: Claim Form, Claims Deadline, Claims Period); Section IV (Notice, Opt Out, and Objection Deadlines)

4. What are my options if I do not want to participate in the Settlement?

Answer: You may opt out of the Settlement by submitting a written Request for Exclusion by the Opt-Out Deadline (75 days after the Notice Deadline). If you opt out, you will not receive any payment and will not be bound by the Settlement.

Citation: Section I.X, I.FF (Definitions: Opt-Out Deadline, Request for Exclusion); Section IV (Notice, Opt Out, and Objection Deadlines)

5. How can I object to the Settlement?

Answer: You may object to the Settlement or the Fee Application by submitting a written objection by the Objection Deadline (75 days after the Notice Deadline). Any Class Member that wishes to object to the Settlement must do so in the following format: a) in writing or in person, postmarked prior to the deadline to opt-out or object (75 days after the Notice Deadline), b) through his or her own counsel at the Fairness Hearing, c) such objection is also filed with the Court, including any supporting documentation for the objection, d) include the class member's full name, address, and phone number, e) include the grounds for the objection, and f) notice of intention to appear at the Fairness Hearing. Any Class Member that fails to object the Settlement in the format above will be considered invalid and the class member will be bound by the terms of the Settlement Agreement. Any class member who files an objection with the Court (with service also mailed to parties' counsel) as stated above, will be on the record as making an objection and both parties will have the opportunity to take discovery of the objection.

Citation: Section I.W (Objection Deadline); Section IV (Notice, Opt Out, and Objection Deadlines). Notice plan ¶11.

6. What claims are being released by this Settlement?

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Answer: Upon the Effective Date, Settlement Class Members release all claims arising out of, under, or relating to FRBP 3002.1 and/or payment application during their bankruptcy, including

claims for sanctions, deceptive notices, misapplied payments, and automatic stay violations, for the period from January 1, 2012 through the Effective Date.

Citation: Section VI (Release)

7. What injunctive relief is provided?

Answer: NewRez agrees to:

- Timely file required payment change notices in open chapter 13 bankruptcy proceedings in the Southern District of Ohio from the Effective Date forward;
- Conduct annual bankruptcy and FRBP 3002.1 compliance training for its employees and contractors.

These requirements last for three years after the Effective Date or until a material change in law.

Citation: Section V (Injunctive Relief Provisions)

8. How will attorneys' fees and service awards be handled?

Answer: Class Counsel may request up to 35% of the Settlement Fund for attorneys' fees and up to \$25,000 for expenses from the common fund created by Newrez. Service Awards of up to \$3,000 each may be paid to the Class Representatives, subject to Court approval.

Citation: Section III.B.1, III.B.4, VIII (Attorneys' Fees, Costs, and Expenses and Contribution Award)

9. What happens if the Settlement is not approved or too many people opt out?

Answer: If the Settlement is not approved or more than 10% of the Settlement Class opts out, the Settlement may be voided, and the litigation may continue as if the Settlement had not occurred.

Citation: Section IX (Modification, Termination, and Effect of Settlement)

10. Who do I contact for more information?

Answer: You may contact Class Counsel:

- Paul J. Minnillo, Esq., Minnillo Law Group Co., LPA, 2712 Observatory Avenue, Cincinnati, Ohio 45208
- Jeffrey S. Goldenberg, Goldenberg Schneider, LPA, 4445 Lake Forest Drive, Suite 490, Cincinnati, OH 45242

Citation: Section X.L (Notice)

11. How do I opt out of or exclude myself from the Settlement?

Any request to be excluded from the Settlement Agreement shall meet the following requirements: a) be in writing, b) be postmarked on or before the 75-day deadline to opt-out, c) identify the class member with full name, address, and phone number, d) be mailed to the Settlement Administrator whose address is in the postcard notice, and e) contain an explicit statement of the Class Member's desire to be excluded from the Settlement. Any request to be excluded from the Settlement that does not conform to the above format will be considered invalid and the class member will be bound by the Settlement Agreement. Any Class Member who submits a written opt-out form in the format described above, shall be excluded from the Settlement and have no rights or obligations under the Settlement Agreement.

Citation: Section X.L (Notice) and Notice Plan ¶10

If you believe you have a claim for actual damages against NewRez, you may opt out of or exclude yourself from this Settlement.

12. What happens if I do nothing?

If you take no action and are a Settlement Class Member, any ruling from the Court will apply to you, and you will not be able to sue NewRez LLC dba Shellpoint about the same issues raised in this Class Action. Likewise, if you do nothing, you will not be able to participate in the common fund distribution.

This FAQ is intended as a summary. Please refer to the full Settlement Agreement for complete details and consult with Class Counsel if you have further questions.