SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into by and between (1) Debtors Monica M. Morningstar ("Morningstar") and Timothy L. Bentley ("Bentley") (together "Debtors"), on behalf of themselves and as representatives of the proposed Settlement Class (defined below); and (2) Creditor NewRez LLC dba Shellpoint Mortgage Servicing ("Creditor" or "Newrez"). Debtors and Newrez are collectively referred to as the "Parties," each separately being a "Party." This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, on October 8, 2019, Morningstar filed a petition in chapter 13 bankruptcy (the "Petition") in the United States Bankruptcy Court for the Southern District of Ohio, Cincinnati Division, under case number 19-13676 (the "Morningstar Bankruptcy Proceeding"), and Bentley filed a petition in chapter 13 bankruptcy (also the "Petition") in the United States Bankruptcy Court for the Southern District of Ohio, Cincinnati Division, under case number 19-12176 (the "Bentley Bankruptcy Proceeding"). Collectively, the Morningstar Bankruptcy Proceeding and the Bentley Bankruptcy Proceeding are referred to as the "Bankruptcy Proceeding");

WHEREAS, Newrez, a company that services principal residential mortgage loans throughout the State of Ohio, was a secured creditor of the Debtors in the Bankruptcy Proceeding and held consensual mortgages that secured separate notes against the Debtors' homestead, real property situated within the Southern District of Ohio;

WHEREAS, Bentley alleged in a Motion to Determine filed on April 30, 2024 (pacer doc. 37) and Morningstar alleged in a Motion to Determine filed on June 10, 2021 (pacer doc. 33) in the Bankruptcy Proceeding (both filings collectively are contested matters and shall be referred to as the "Class Action" or "Contested Matters") that Newrez failed to meet all of its obligations under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure ("FRBP") and sought relief pursuant to FRBP 3002.1(i) and 11 U.S.C. §105(a) on behalf of themselves and others who are similarly situated;

WHEREAS, Newrez denies that it has violated any of the provisions of FRBP 3002.1; denies all claims asserted against it by the Debtors and the class they seek to represent; denies that class certification would be appropriate if the cases were litigated rather than settled; denies all allegations of wrongdoing and liability; and denies that anyone was harmed by the alleged acts or omissions relevant to Newrez; but nevertheless desires to settle the Released Claims (defined below) on the terms and conditions set forth in this Settlement Agreement for the purpose of avoiding the burden, expense, risks and uncertainty of continuing the proceedings in the Class Action, without in any way acknowledging any wrongdoing, fault, liability, or damages to Debtors or the Settlement Class or conceding that it engaged in any acts or omissions alleged in the Class Action or the truth of any other allegations in the Class Action or Bankruptcy Proceeding;

WHEREAS, both Class Counsel (defined below)—as counsel for Debtors—and Newrez have undertaken substantial investigation and discussions of the allegations made by the Debtors in the Class Action;

WHEREAS, the Parties are willing to enter into this Settlement Agreement to settle the claims of Debtors and the Settlement Class because of, among other reasons, the attendant expense, risks, difficulties, delays, and uncertainties of continued litigation; and

WHEREAS, Debtors and Class Counsel have concluded, based on their separate investigations, that this Settlement Agreement provides fair, reasonable, and adequate relief to the Settlement Class, and is in the best interests of the Settlement Class, after having considered (a) the benefits that the Settlement Class will receive from the settlement of the Class Action, (b) the attendant risks of continuing the Class Action, and (c) the desirability of permitting the settlement to be consummated on the terms set forth below, subject to approval of the Court;

NOW THEREFORE, IT IS AGREED, by and among the Parties, that all Released Claims shall on the Effective Date be fully, finally, and forever compromised, settled, and released as to all the Released Parties (defined below) and the Class Action shall be dismissed or withdrawn with prejudice on the merits, on the terms set forth below, subject to the final approval of the Court and all other limitations, conditions, and requirements set forth in this Agreement.

The recitals stated above are true and accurate and are hereby made a part of the Settlement Agreement.

I. DEFINITIONS

In addition to the capitalized terms set forth in parentheses above, when used in this Settlement Agreement, unless otherwise specifically indicated, the following terms shall have the meanings set forth below:

A. "Approved Claim" means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.

B. "Claim Form" or "Claim" means the form(s) Participating Settlement Class Members must submit to be eligible for compensation under the terms of this Settlement Agreement. The Claim Form is attached to the Settlement Class Notice which is attached as Exhibit 1.

C. "Claims Deadline" means the last day to submit a timely Claim Form(s), which will occur seventy-five (75) days after the Notice Deadline.

D. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

E. "Class Action" means the currently-pending contested matters initiated by Bentley in a Motion to Determine filed on April 30, 2024 (pacer doc. 37) and Morningstar

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in a Motion to Determine filed on June 10, 2021 (pacer doc. 33) in the Bankruptcy Proceeding.

F. "Class Counsel" shall mean, collectively, Paul J. Minnillo of Minnillo Law Group Co., LPA and Jeffrey S. Goldenberg of Goldenberg Schneider, L.P.A.

G. "Class Representatives" means Debtors, Monica M. Morningstar and Timothy L. Bentley, as the individual claimants who seek to represent the Settlement Class for purposes of this Settlement Agreement.

H. "Court" means the United States Bankruptcy Court for the Southern District of Ohio, Cincinnati Division where the Class Action is pending.

I. "Days," unless specified as "business days," means all calendar days, including Saturdays, Sundays, and legal holidays, but if the last day of a period is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

J. "Debtors" means Monica M. Morningstar and Timothy L. Bentley, in their individual capacity, and as Class Representatives of the Settlement Class.

K. "Effective Date" means the date on which all appellate rights with respect to the Final Approval Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Approval Order and Judgment, and when no further appeals are possible, including review by the United States Supreme Court.

L. "Fee Application" means any motion for an award of attorneys' fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund.

M. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

N. "Final Approval Hearing Date" means the hearing date set by the Court for the final approval of the Settlement Agreement. This may also be referred to as the "Fairness Hearing."

O. "Final Approval Order and Judgment" or "Final Judgment" shall have the meaning assigned in Section VII of the Settlement Agreement.

P. "Injunctive Relief" means the injunctive relief to which the Parties have agreed to in Section V, below.

Q. "Litigation Costs and Expenses" means costs and expenses incurred by Class Counsel for Debtors and/or the Settlement Class in connection with commencing, prosecuting, and settling the Class Action.

R. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund pursuant to Section III(B).

S. "Notice" means the form of notice, attached as Exhibit 1, or such other form as may be approved by the Court, as applicable, which informs the Settlement Class Members of: (i) the certification of the Class Action for settlement purposes; (ii) the dates and locations of the Final Approval Hearing Date; (iii) their right to opt out and/or object to the proposed settlement and (iii) the elements of the Settlement Agreement.

T. "Notice Date" means the first date upon which the Notice is disseminated to the Settlement Class.

U. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after the entry of the Preliminary Approval Order.

V. "Notice Plan" means the plan for providing Notice of this Settlement to the Settlement Class Members, as set forth in Section IV below.

W. "Objection Deadline" is seventy-five (75) days after the Notice Deadline and is the last day on which a Settlement Class Member may file any written objection or opposition to the Settlement or Fee Application, or any part or provision thereof, in the Morningstar Bankruptcy Proceeding, as set forth in Section IV below.

X. "Opt-Out Deadline" is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be seventy-five (75) days after the Notice Deadline.

Y. "Participating Settlement Class Member" means a Settlement Class Member who submits an Approved Claim.

Z. "Parties" means Debtors and Creditor, each being a "Party" to the Class Action.

AA. "Person" or "Persons" means all persons and entities (including, without limitation, natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).

BB. "Preliminary Approval" and "Preliminary Approval Order" mean the Court's Order Preliminarily Certifying a Settlement Class, Preliminarily Approving of Proposed Settlement, Approving and Directing Notice Plan, Appointing Notice Administrator, and Appointing Class Representatives and Class Counsel, in substantially the same form as Exhibit 2.

CC. "Released Claims" means each and all of the claims and potential claims described in Section VI. Release.

DD. "Released Parties" shall be defined and construed as broadly as possible to effectuate a complete and comprehensive release of the Released Claims, and shall mean Newrez, as well as Newrez's respective past, present, and future predecessors, successors, and assigns, the past, present, and future, direct and indirect, parents, subsidiaries, divisions, corporate affiliates, or associates of any of the above; the past, present, and future members, principals, partners, officers, directors, trustees, control persons, employees, agents, attorneys, shareholders, advisors, insurers, and/or reinsurers, and any representatives of the above; and any investor, trustee, or lender on whose behalf Newrez acted as loan servicer.

EE. "Releasing Parties" shall include Debtors and all Settlement Class Members, and each of their respective heirs, executors, representatives, agents, legal representatives, assigns, and successors, and shall not include any Settlement Class Member that opts out.

FF. "Request for Exclusion" is the written communication by or on behalf of a person on the Settlement Class List in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

GG. "Service Award" means any Court ordered payment to Debtors for serving as Class Representatives which are in addition to any payment due to Debtors as Settlement Class Members.

HH. "Settlement" means the settlement into which the Parties have entered to fully and completely resolve the Class Action, the terms of which are as set forth in this Settlement Agreement.

II. "Settlement Administrator" means any third party which is designated by agreement between Class Counsel and Newrez, to administer the Settlement.

JJ. "Settlement Agreement" means this Settlement Agreement and Release, including its Exhibits.

KK. "Settlement Class" or "Settlement Class Member" means the class(es) of individuals as defined in Section III below.

LL. "Settlement Class List" means the list generated by Newrez containing the full names and current or last known addresses for all persons who fall under the definition of the Settlement Class, which Newrez shall provide to the Settlement Administrator (if applicable) and Class Counsel within five (5) days of the entry of the Preliminary Approval Order.

MM. "Settlement Class Member Payment" means the distribution that will be paid via mailed check and/or electronic payment from the Settlement Fund to the Settlement

Class Members who filed an Approved Claim pursuant to the terms of this Settlement Agreement.

NN. "Settlement Fund" means the amount of $325,000.00 common cash fund that Newrez has agreed to pay in full and complete settlement of the claims raised by the Debtors in this Class Action, provided however that the amount Newrez has agreed to pay shall increase by $25,000 (for a total maximum Settlement Fund of $350,000.00) if the Participating Settlement Class Members would receive less than $335 per claim. Said increase shall be capped once the Participating Settlement Class Members reach $335 per claim or reach the full additional $25,000 increased contribution, whichever comes first. The Settlement Fund must be funded by Newrez within 7 days of the Effective Date. The Settlement Fund will be used to pay Class Counsels' Fee Award and Costs as ordered by the Court, any Service Award as ordered by the Court, all Settlement Administrator Costs, including all costs to comply with the Class Action Fairness Act, Settlement Class Member Payments, and any *cy pres* payment ordered by the Court. Other than as included above, the Settlement Fund shall not be used to reimburse Newrez for its own costs, including but not limited to, its one-half payment of the mediation costs incurred in this case. In no event shall Newrez be responsible for any other payments, costs, fees or obligations other than payment of the Settlement Fund or as otherwise specified herein.

II. MOTION FOR PRELIMINARY APPROVAL

Within five (5) days of the signing of this Settlement Agreement by all Parties, or as soon thereafter as is practical, Class Counsel shall file with the Court in the Morningstar Bankruptcy Proceeding a Motion for Preliminary Certification of Settlement Class, Preliminary Approval of Settlement, Approval of Notice of Plan, and Appointment of Class Representative and Class Counsel ("Motion") that seeks entry of an order substantially similar to the proposed order attached hereto as Exhibit 2, which would, for settlement purposes, only:

A. Conditionally certify a Settlement Class under Federal Rule of Civil Procedure 23(b) composed of the Settlement Class Members;

B. Preliminarily approve this Settlement Agreement;

C. Preliminarily approve a plan for Injunctive Relief;

D. Approve the proposed Notice Plan and Notice in form substantially similar to that attached hereto as Exhibits 1 and 3;

E. Appoint Debtors as Class Representatives; and

F. Appoint Class Counsel.

III. CERTIFICATION OF SETTLEMENT CLASS

A. For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Debtors and Newrez agree to seek certification of a Settlement Class in the Class Action pursuant to Federal Rule of Civil Procedure 23(b) as follows:

1. The Settlement Class shall consist of all individuals who:

   i. filed a chapter 13 bankruptcy in the United States Bankruptcy Court for the Southern District of Ohio on or after January 1, 2012, and

   ii. had a principal residential mortgage which was subject to Rule 3002.1(a) of the Federal Rules of Bankruptcy Procedure, and

   iii. which principal residential mortgage was held or serviced by SHELLPOINT 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

   iv. for whom any claimed Rule 3002.1 violation was not adjudicated or settled in the course of their chapter 13 case.

2. Officers, board members, trustees, and directors of Creditor, and its legal representatives, heirs, successors, or assigns and any entity in which they have or have had a controlling interest and any person on the Settlement Class List who files a timely request to opt out of the Settlement are excluded from the Settlement Class definition.

B. Distribution of the Settlement Fund

Distribution of the Settlement Fund shall be made in the following order:

1. Class Counsels' Fees, Costs, and Expenses:

At least thirty (30) days before the Opt-Out Deadline and Objection Deadline, Class Counsel shall file, in the Morningstar Bankruptcy, a Fee Award Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund not to exceed thirty-five percent (35%) of the Settlement Fund for attorneys' fees, or $122,500, and Class Counsel's request for reimbursement of costs and expenses not to exceed $25,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement to the IOLTA trust account of Minnillo Law Group Co., LPA, Class Counsel shall provide to the Settlement Administrator or Newrez a properly completed and duly executed IRS Form W-9. The Fee Award and Litigation Costs and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

2. Settlement Administrator Costs:

The Settlement Administrator's costs in implementing the Settlement and Notice Plan, attached as Exhibit 3, shall be paid from the Settlement Fund.

3. Participating Settlement Class Members:

Payment to Settlement Class Members shall be made to each Participating Settlement Class Member who files a timely, Approved Claim in the maximum amount of $335.00. However, the amount of Settlement Class Member Payments shall be subject to adjustment, as set forth in Sections III(B)(5) and III(C). The Settlement Administrator shall have thirty (30) days after the Effective Date within which to remit the Settlement Payment to Participating Settlement Class Members.

Settlement Payments that are issued in connection with this Agreement which remain unclaimed or uncashed after 90 days of issuance will become void, and Newrez and/or the Settlement Administrator shall have no further payment obligations for any claims in which a check is mailed but not cashed or is mailed or re-mailed within 90 days of the date of issuance. Newrez or the Settlement Administrator shall likewise have no further payment obligations for any check that was mailed but subsequently returned by the U.S. Postal Service as undeliverable, with no forwarding address.

4. Service Award

Any Service Award as approved by the Court shall be paid from the Settlement Fund in an amount of no more than $3,000.00 for Monica M. Morningstar and no more than $3,000.00 for Timothy L. Bentley. In no event will the Service Award, in total, exceed $6,000.00. The Settlement Administrator shall have thirty (30) days after the Effective Date within which to remit the Service Awards.

5. Potential Pro Rata Increase and Cy Pres Award:

In the event that there remains money in the Settlement Fund after accounting for the payments in parts 1-4, above, then each Participating Settlement Class Member's payment shall be proportionately increased on a *pro rata* basis (in other words, in equal amounts to each Participating Settlement Class Member) for an additional sum until the Settlement Fund is depleted per Participating Settlement Class Member.

If money remains in the Settlement Fund after payment of all Settlement Class Member Payments, then the balance of the Net Settlement Fund shall be paid to a *cy pres* recipient mutually agreed upon by the parties and approved by the Court within 60 days of the Settlement Administrator determining those funds are available.

C. Claims in Excess of the Settlement Fund

If, after payment of the Class Counsels' Fees, Costs, and Expenses and the costs of the Notice Plan, there is insufficient funds available to pay the total of all the timely Approved Claims made in the amount of $335.00 to each Participating Settlement Class Member, then the Settlement Class Member Payments shall be proportionately reduced on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason beyond the amount set forth in Section I(NN).

D. Class Certified for Settlement Purposes Only

1. Creditor's agreement to permit certification of a Settlement Class under Federal Rule of Civil Procedure 23(b) is for settlement purposes only.

2. Nothing in this Settlement Agreement shall be construed as an admission by Creditor that the Class Action or any similar case is amenable to class certification. Furthermore, nothing in this Settlement Agreement shall prevent Creditor or Debtors from opposing or supporting class certification or seeking to vacate any order conditionally certifying a Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason.

3. Notwithstanding paragraph III.D.(2), above, the Debtors and Creditor agree that should any Court decline to fully approve this Settlement Agreement that the Debtors and Creditor shall work cooperatively to obtain full and final approval of this Settlement Agreement in all material respects.

E. Qualified Settlement Fund

The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator or Newrez shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

F. Custody of Settlement Fund

The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Settlement Agreement.

G. Use of the Settlement Fund

As described in this Agreement, the Settlement Fund shall be distributed by the Settlement Administrator as set forth in Section III(B), above. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this Settlement Agreement shall rest solely with the Settlement Administrator.

H. Taxes and Representations

Taxes and tax-related expenses relating to the Settlement Fund, if any, shall be considered Notice Plan costs and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

I. Duties of the Settlement Administrator

The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including reviewing all Claim Forms to ensure they are validly and timely completed and submitted. Within thirty (30) days after the Claims Deadline, the Settlement Administrator shall provide Newrez and Class Counsel with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

J. Right to Audit

Newrez shall have the right to audit each Approved Claim, including reviewing the individual loan and/or bankruptcy filings for each Participating Settlement Class Member. If Newez's audit reveals that a Participating Class Member is ineligible for relief under this Settlement Agreement, i.e., that (a) that Newrez did not service the Participating Class Member's mortgage loan during the pendency of their chapter 13 bankruptcy, or (b) any Rule 3002.1 claim was resolved by agreement during the bankruptcy, Newrez shall notify the Settlement Administrator as to the inaccuracy of the Claim prior to the deadline for processing the Claim, while also providing written notification to Class Counsel. At Newrez's discretion, the Claim shall be processed in accordance with the information from Newrez's and/or bankruptcy records (rather than the inaccurate information on the Claim Form), and may, if necessary, be denied. Newrez shall complete its audit of Approved Claims no later than thirty (30) days after receipt of the list of Approved Claims from the Settlement Administrator, and shall have the right to request from the Settlement Administrator any and all information necessary to conduct and complete its audit.

K. Limitation of Liability of the Settlement Administrator

The Parties, Class Counsel, and Newrez's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

L. Indemnification

The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Newrez's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

IV. SETTLEMENT CLASS NOTICE, OPT OUT AND OBJECTION DEADLINES

A. Individual notice of the Settlement, Objection Deadline, and Opt-Out Deadline will be provided pursuant to a Notice Plan, attached as Exhibit 3, which Debtors and

Creditor have developed regarding the Settlement and which includes notification regarding the Class Action Settlement and opt-out rights. The Parties will recommend to the Court this Notice Plan by way of the Motion anticipated in Section II of this Agreement, and such Notice Plan will be administered by the Settlement Administrator or Class Counsel.

V. INJUNCTIVE RELIEF PROVISIONS

A. Subject to the terms and conditions of this Settlement Agreement, Debtors and Creditor have agreed:

1. Creditor shall timely file any payment change notices that are required to be filed pursuant to FRBP 3002.1(b) in any chapter 13 bankruptcy proceedings which are open as of the Effective Date in the Southern District of Ohio on a going forward basis from the Effective Date. Any such filing shall be made using the applicable Official Form(s) and contain all required attachments;

2. Creditor shall implement and conduct, on an annual basis, general bankruptcy and FRBP 3002.1 compliance training for its own employees and contractors.

B. The terms and requirements of the Injunctive Relief Provisions shall commence 30 days after the Effective Date and expire the earliest of the following dates:

1. three years following the Effective Date; or

2. the date upon which there are material changes to any applicable statute, regulation, or other law that Creditor reasonably believes would require a modification to the Injunctive Relief Provisions in order to comply with the applicable statute, regulation, or law, in which event Creditor shall provide 30 days written notice to Class Counsel prior to making any such changes.

C. The Parties agree to undertake informal efforts to verify Creditor's compliance with the Injunctive Relief Provisions. Creditor shall promptly cooperate with any reasonable request for information regarding its compliance with the terms of the Injunctive Relief Provisions from the Debtors, Class Counsel, or any chapter 13 trustee.

D. Debtors and Class Counsel agree to provide Creditor with written notice of any alleged default with respect to the Injunctive Relief Provisions and permit Creditor thirty days to cure such default prior to involving the Court in any request for relief. In the event any default by Creditor remains uncured after such notice, Debtors and/or Class Counsel may by motion seek to enforce this Settlement Agreement and recover all reasonable costs and attorney fees associated therewith if awarded by the Court.

E. Nothing in this Settlement Agreement shall require Newrez to comply with the Injunctive Relief Provisions in any chapter 13 bankruptcy proceedings which are closed as of the Effective Date nor move to reopen any closed chapter 13 bankruptcy proceeding for purposes of compliance with the Injunctive Relief Provisions.

F. Nothing in this Settlement Agreement shall require that Newrez calculate an individualized credit due to any Settlement Class Member (other than payments due pursuant to this Settlement Agreement as detailed in Section III, above). It is expressly contemplated that Newrez's payment to the Settlement Fund shall discharge any obligation by Newrez to make individualized calculations of any potential overpayments or credits that may be due to any Settlement Class Member through the Effective Date. Likewise, Newrez shall not pursue any Settlement Class Members for any underpayments it may determine are owed as of the Effective Date. Any credits already provided to a Settlement Class Member individually shall not be rescinded.

VI. RELEASE

A. Upon the Effective Date, the Releasing Parties shall forever release any and all claims of any nature whatsoever that they have and that could have been brought by any Settlement Class Member, at any time on or after January 1, 2012 through the Effective Date, against the Released Parties arising out of, under, or relating to FRBP 3002.1 and/or payment application during the Settlement Class Member's bankruptcy, including, without limitation, any claims or demands for sanctions or "other appropriate relief" pursuant to FRBP 3002.1(i), any claim that a Released Parties' notice of payment change or notice of post-petition fees, expenses or charges was deceptive, misleading, or failed to comply with FRBP 3002.1, any claim a bankruptcy plan payment was misapplied, and for any claims for automatic stay violations under 11 U.S.C. §362 (the "Released Claims").

B. After entering into this Settlement Agreement, the Releasing Parties may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. The Releasing Parties expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent injunctive, declaratory, or equitable claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts, that could have been raised in the Class Action.

C. No default by any Person in the performance of any covenant or obligation under this Settlement Agreement after the Effective Date or any order entered in connection therewith after the Effective Date shall affect the dismissal or withdrawal of the Class Action, the res judicata effect of the Final Approval Order and Judgment, the foregoing releases, or any other provision of the Final Approval Order and Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all signatories to this Settlement Agreement.

VII. ENTRY OF FINAL APPROVAL ORDER AND JUDGMENT

Class Counsel shall move, and Creditor agrees not to oppose, the Court in the Morningstar Bankruptcy Proceeding for the entry of a Final Approval Order and Judgment no later than twenty-four days prior to the Fairness Hearing that includes provisions:

A. Certifying the Settlement Class pursuant to Rule 23;

B. Granting final approval of this Settlement Agreement and directing its implementation pursuant to its terms and conditions;

C. Approving Class Counsel's Fee Award and Costs and approving the Service Award as agreed in this Agreement;

D. Enjoining Creditor according to the specific terms in Section V above;

E. Discharging and releasing the Released Parties from the Released Claims;

F. Permanently barring and enjoining all Releasing Parties from instituting, maintaining, or prosecuting, either directly or indirectly, any claim, suit, motion, objection or cause of action that asserts Released Claims;

G. Withdrawing the Class Action with prejudice and without costs;

H. Directing that under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Approval Order and Judgment is a final appealable order; and

I. Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Approval Order and Judgment.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CONTRIBUTION AWARD

A. Class Counsel will file their Fee Application for approval of Class Counsels' attorney fees, Litigation Costs and Expenses, and the Service Award for the Class Representatives no later than 30 days prior to the deadline for objections to the Settlement.

B. Class Counsel shall distribute attorneys' fees and costs between and among Class Counsel, according to an allocation determined by agreement among Class Counsel. In no event will any dispute over such allocation impair the effectiveness of this Settlement Agreement. Under no circumstances will Creditor be liable to Debtors or Class Counsel for any additional sums under this Settlement Agreement.

C. Class Counsel will request a Service Award for the Class Representatives of $3,000.00 for each Class Representative (or $6,000.00 total).

IX. MODIFICATION, TERMINATION, AND EFFECT OF SETTLEMENT

A. Prior to the Effective Date, either Creditor or Class Counsel, on behalf of the Class, shall have the option to withdraw from the Settlement Agreement, and thereby render this Settlement null and void, if the opposing party materially breaches any provision of the Settlement Agreement or the Preliminary Approval Order. No later than 10 days following discovery of the alleged material breach, the party seeking to withdraw shall provide written notice to the other party and to the Court of the alleged material breach. Within 14 days of receipt of the written notice, the parties, through their counsel, must meet in person and negotiate in good faith to attempt to resolve any such concerns. If the parties do not agree that there is a material breach, the Court shall make such a determination. If (a) either party justifiably withdraws from the Settlement Agreement under this Section IX; or (b) the Settlement Agreement, Preliminary Approval Order, and Final Approval Order and Judgment are not approved by the Court; or (c) the Settlement Agreement, Preliminary Approval Order or Final Approval Order and Judgment are reversed, vacated, or modified by this or any other Court, then: (i) the Settlement Agreement shall become null and void and of no force or effect; (ii) Creditor shall cease to have any obligation to take any actions or pay any amounts under this Agreement; (iii) the litigation may continue; and (iv) any and all orders entered pursuant to the Settlement Agreement shall be deemed vacated, including without limitation, any order certifying or approving certification of the Settlement Class; provided, however, that if the Parties hereto agree to appeal jointly any ruling and the Settlement Agreement and Final Judgment and Order are upheld on appeal, then the Settlement Agreement and Final Approval Order and Judgment shall be given full force and effect according to their terms. The Parties reserve all rights regarding class certification in the event of withdrawal or rejection, including Creditor's right to oppose any motion for class certification on any and all factual and legal grounds in this or any other action.

B. In the event that within ten (10) days after the Opt-Out Deadline as approved by the Court in the Notice Plan, that there are Opt-Outs (exclusions) totaling more than twenty percent (10%) of the persons on the Settlement Class List, Creditor may void this Settlement Agreement by notifying Class Counsel in writing. If Creditor voids the Settlement Agreement pursuant to this paragraph, Creditor shall be obligated to pay all settlement expenses already incurred (excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards to the Debtors) and shall not, at any time, seek recovery of these settlement expenses from any other party to the litigation or from counsel to any other party to the Litigation.

C. The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, Litigation Costs and Expenses, and other expenses shall not be grounds for Debtors, the Settlement Class, or Class Counsel, to cancel or terminate this Settlement Agreement, and shall not be deemed a material modification under the terms above.

D. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating this Settlement Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, this Class Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and this Class Action shall return to the procedural status quo in accordance with this paragraph. Class Counsel and Creditor's Counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement in the event this Settlement Agreement is not consummated and this Class Action is later litigated and contested by Creditor under Rule 23 of the Federal Rules of Civil Procedure.

X. MISCELLANEOUS

A. Best Efforts to Obtain Court Approval

Debtors, Creditor, and the Parties' counsel agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to the Parties' rights to terminate the Settlement Agreement under Section IX above, and provided that no party shall be obligated to pursue an appeal of any order in the Class Action.

B. No Admission

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

1. offered or received by or against any Person as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Debtors or defense asserted by Creditor, of the validity of any claim that has been or could have been asserted in the Class Action, or the deficiency of any defense that has been or could have been asserted in the Class Action, or of any liability, negligence, fault or wrongdoing on the part of Debtors or Creditor;

2. offered or received by or against any Person as a presumption, concession, admission or evidence of the violation of any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Creditor, or of the truth of any of the claims asserted in the Class Action, and evidence thereof shall not be directly or indirectly, in any way, (whether in the Class Action, or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Approval Order and Judgment, including, without limitation, asserting as a defense the release and waivers provided herein;

3. offered or received by or against any Person as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Creditor, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, then the signatories to the Agreement may refer to it to enforce their rights hereunder; or

4. construed as an admission or concession by Debtors, the Settlement Class or Creditor that the consideration to be given in this Settlement Agreement represents the relief that could or would have been obtained through trial in the Class Action.

C. Creditor's Communication with Settlement Class Members in the Ordinary Course of Business

Creditor reserves the right to continue communicating with its current and former mortgagors, customers, and consumers, including Settlement Class Members, in the ordinary course of business. To the extent Settlement Class Members initiate communications regarding this Settlement Agreement, Creditor may confirm the fact of a settlement, state that it disputes the claims asserted in the Class Action and refer inquiries to Class Counsel.

D. Administrative Costs

Except as provided in Sections IV (Notice), and VIII (Attorneys' Fees, Costs, and Expenses), above, Debtors and Creditor shall be solely responsible for his, her, or its own costs and expenses.

E. Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Debtors, the Settlement Class, Creditor, and Class Counsel. In entering into this Settlement Agreement, no party to the Agreement has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all the parties hereto. No extrinsic evidence or parole evidence shall be used to interpret this Settlement Agreement. Any and all previous agreements and understandings between or among the parties to this Settlement Agreement regarding the subject matter of this Agreement, whether written or oral, are superseded and hereby revoked by this Agreement. The parties to this Settlement Agreement expressly agree that the terms and conditions of this Agreement will control over any other written or oral agreements.

F. Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

G. Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Settlement Agreement shall continue in full force and effect without said provision, subject, however, to the parties' rights to terminate this Settlement Agreement under Section IX, above.

H. No Party Is the Drafter

None of the parties to this Settlement Agreement shall be considered the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

I. Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of Debtors, the Settlement Class, Creditor, the Releasing Parties, the Released Parties, as defined in Section I above, and any additional successors and assigns.

J. Authorization to Enter Settlement Agreement

Each of the undersigned Class Counsel represents and warrants that he or she is fully authorized to conduct settlement negotiations with counsel for Creditor on behalf of the Settlement Class and the Debtors and Class Representatives, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class and the Debtors and Class Representatives, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

K. Execution in Counterparts

The Parties may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all parties had signed the same instrument. Facsimile and electronic signatures shall be considered as valid signatures. This Settlement Agreement shall not be deemed executed until signed by Class Counsel and Creditor.

L. Notice

Except for the Notice Plan, as provided for in Section IV above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or similar overnight courier to counsel for the Party to whom notice is directed at the following addresses:

1. For Debtors and Settlement Class:

   Paul J. Minnillo, Esq.
   Minnillo Law Group Co., LPA
   2712 Observatory Avenue
   Cincinnati, Ohio 45208

2. For Creditor:

   Marc J. Gottlieb, Esq.
   Akerman LLP
   201 East Las Olas Boulevard, Suite 1800
   Ft. Lauderdale, FL 33301

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

M. Governing Law

1. The terms and conditions within this Settlement Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Ohio, without regard to any applicable choice of law or conflicts rules.

2. The Court shall retain continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Approval Order and Judgment.

N. Interpretation

As used in this Settlement Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

THIS SPACE IS INTENTIONALLY LEFT BLANK

Debtors and Class Representatives

DATED: 02/10/2026 ______________________

Monica Morningstar (Feb 10, 2026 11:35:51 EST)

Monica M. Morningstar

DATED: 02/11/2026 ______________________

Timothy Bentley (Feb 11, 2026 12:29:12 EST)

Timothy L. Bentley

Creditor NewRez LLC dba Shellpoint Mortgage Servicing

By: ______________________________

Approved as to form:

CLASS COUNSEL:

PJ Minnillo

Paul J. Minnillo, Esq.
Minnillo Law Group Co., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208

Jeff Goldenberg
Jeff Goldenberg (Feb 11, 2026 12:14:43 EST)

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
4445 Lake Forest Drive
Suite 490
Cincinnati, OH 45242

COUNSEL FOR NEWREZ LLC DBA SHELLPOINT MORTGAGE SERVICING :

____

Marc J. Gottlieb, Esq.
Akerman LLP
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, FL 333011

NZ_Morningstar - Settlement Agreement (2.9.26 - Clean)

Final Audit Report 2026-02-11

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