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), **October 22, 2026**. 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), **October 22, 2026**. 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), **October 22, 2026**, 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?

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?

Answer: 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?

Answer: 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.