

**BY ORDER OF THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MARYLAND**

IF YOU PAID A CONVENIENCE FEE TO *SHELLPOINT MORTGAGE SERVICING* FOR MAKING A MORTGAGE PAYMENT BY INTERNET OR TELEPHONE AT ANY TIME DURING THE PERIOD FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2020, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

DATE OF THIS NOTICE: JUNE 11, 2021

A Court authorized This Notice. This is not a solicitation from a lawyer.

- Marceline White (“White”) sued NewRez LLC d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) and Federal National Mortgage Association (“Fannie Mae”) alleging that Shellpoint violated certain state laws when it imposed and collected convenience fees that ranged from \$1 to \$15 for accepting mortgage payments by telephone or by the Internet on behalf of Fannie Mae and other mortgage loan owners.
- The Court has allowed the lawsuit to proceed as a class action, for purposes of settlement only, on behalf of the “Class.”
- The Class includes all individuals in Maryland who from October 1, 2018 to September 30, 2020 (i) paid a “convenience fee,” (ii) collected in whole or in part by Shellpoint, (iii) in order to make a payment on a residential mortgage debt, and (iv) where the term “convenience fee” was not specifically enumerated in the original agreement creating such debt.
- The Court has not made a determination of liability or damages in the suit, and Defendants Shellpoint and Fannie Mae have denied liability and vigorously defended against the Plaintiff’s allegations. So as to avoid the risks, uncertainties, and costs of continued litigation, however, the Plaintiff and the Defendants Shellpoint and Fannie Mae have agreed to a settlement that provides that Shellpoint and Fannie Mae will pay the sum of \$425,000.00 to a Common Fund to be distributed to the Class Members, on a pro-rata basis (by loan), less (i) attorney’s fees and costs that may be awarded by the Court and (ii) any costs associated with providing notice to all Class Members and the administration of the settlement, all of which shall be paid from the Common Fund.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING: If you do nothing, you will receive the benefit of the settlement described above upon final approval of the Court.

ASK TO BE EXCLUDED: You can ask to be excluded in the lawsuit by giving a written notice stating that you want to be excluded and delivering a copy of that notice to Shellpoint Convenience Fee Settlement Administrator, PO Box 23678, Jacksonville, FL 32241, and to Phillip Robinson, Consumer Law Center LLC, 10125 Colesville Road, Suite 378, Silver Spring, MD 20901, and to Sky Woodward and Andrew Narod, Bradley Arant Boult Cummings LLP, 1615 L St., NW, Suite 1350, Washington, DC 20036 no later than July 30, 2021. You will need to include your name, address, and telephone number. Your request for exclusion must contain your signature and must state “**I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN WHITE V. SHELLPOINT.**” Requests for Exclusion must be personally signed by the person requesting exclusion from the Class and any co-borrower(s) on their mortgage loan and must include the requestor’s full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, and if different, the address of the property which secured their mortgage loan. For any loan that is subject to this Settlement for which there is more than one borrower, any request for exclusion must be signed by each borrower or it will not be sufficient to remove that loan and all of its co-borrowers from the Class.

OBJECT: You can object to the class settlement by filing, no later than July 30, 2021, a written objection with the Circuit Court for Anne Arundel County, Maryland (Case No. C-02-CV-001060), 8 Church Circle, Suite 300, Annapolis, MD 21404. All Objections must be personally signed by the person(s) making the objection, or a legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, Objections must also include the objector’s full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, and if different, the address of the property which secured their mortgage loan. If the person on whose behalf the objection is filed, or an attorney or legal guardian authorized to act on their behalf, intends to appear at the Final Settlement Hearing, the Objection must so state.

THE REST OF THIS NOTICE PROVIDES ADDITIONAL DETAILS ABOUT THE SETTLEMENT.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION Page 3

1. Why did I get this Notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

THE CLAIMS IN THE LAWSUIT Page 3

5. What does the lawsuit complain about?
6. How has the Defendant answered?
7. Has the Court decided who is right?
8. What is the Settlement?

WHO IS IN THE CLASS Page 4

9. Am I part of this Class?
10. I’m still not sure if I am included in the Class.

YOUR OPTIONS Page 4

11. What do I do to be included?
12. What happens if I do nothing at all?
13. What do I do if I do not want to be included?
14. How do I object?

THE LAWYERS REPRESENTING YOU Page 5

15. Do I have a lawyer in this case?
16. Should I get my own lawyer?
17. How will the lawyers be paid?

GETTING MORE INFORMATION Page 6

18. Are more details available?

BASIC INFORMATION

1. Why did I get this Notice?

Records show that you paid Shellpoint a convenience fee for accepting a payment on your mortgage loan by telephone or by the internet between October 1, 2018 and September 30, 2020. This Notice explains that the Court has preliminarily “certified,” a class-action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court enters a final judgment approving or disapproving the Settlement. The lawsuit is known as *White v. Shellpoint and Fannie Mae*, Case No. C-02-CV-001060, which is publicly available through the Court or electronically through the Court’s MDEC system and at the Settlement Website at www.shellpointconveniencefeesettlement.com. The lawsuit is pending in the Circuit Court for Anne Arundel County, Maryland.

2. What is this lawsuit about?

This lawsuit is about whether Shellpoint acted improperly when it charged a convenience fee for accepting a payment by telephone or by the internet on behalf of Fannie Mae and other mortgage owners. Shellpoint and Fannie Mae deny that they acted improperly.

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

In a class action, one or more people called “Class Representatives” (in this case, the Class Representative is Marceline White) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” Marceline White, who has sued, and all Class Members like her, are called the Plaintiffs. The entities that she sued, in this case, Shellpoint and Fannie Mae, are called the Defendants. The proposed settlement resolves the class issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. In this case, there has been no determination by the Court of the Defendants’ liability or the amount of damages, but the parties have agreed to settle the claims. The Settlement is not effective unless and until the Court approves it.

4. Why is this lawsuit a class action?

The Court permitted this case to proceed as a class action for settlement purposes. The Court found that for purposes of settlement only, the case meets the requirements of the Maryland Rules which govern class actions in the state’s courts.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff claims that Defendant Shellpoint improperly charged convenience fees for accepting mortgage payments by telephone or by the Internet.

6. How have the Defendants answered?

The Defendants deny that they did anything wrong.

7. Has the Court decided who is right?

The Court has not decided whether the Plaintiff or the Defendants are correct. Instead, the parties agreed to settle the case subject to the Court’s approval. The Court has certified a class for settlement purposes so that it may decide whether to approve this Settlement after the Class is notified and class members have an opportunity to be heard as set forth herein. The Court has made no determination as to the merits of the claims.

8. What are the terms of the Settlement?

The Defendants will pay a sum of \$425,000.00 to a Common Fund to be distributed to Class Members, on a pro-rata basis (in proportion to the convenience fees paid by the borrowers on each loan compared to the convenience fees paid by the entire class), less (i) attorney's fees and costs that may be approved by the Court and (ii) any costs associated with providing notice to all Class Members or administering the settlement. You may view a copy of the entire Settlement Agreement at: www.shellpointconveniencefeesettlement.com.

WHO IS IN THE CLASS?

9. Am I part of this Class?

The Class includes all individuals in Maryland who from October 1, 2018 to September 30, 2020 (i) paid a "convenience fee" to Shellpoint in order to make a payment on a residential mortgage debt. IF A NOTICE ABOUT THIS SETTLEMENT WAS SENT TO YOU BY, SHELLPOINT CONVENIENCE FEE SETTLEMENT ADMINISTRATOR, THEN ACCORDING TO SHELLPOINT'S RECORDS YOU ARE A MEMBER OF THE CLASS.

10. I am still not sure if I am included in the Class.

If you are still not sure whether you are properly included in the Class, you may get free help by contacting the Plaintiff's lawyers in this case, Phillip R. Robinson at the Consumer Law Center LLC located at 10125 Colesville Road, Suite 378, Silver Spring, MD 20901, Phone: (301) 448-1304, Email: phillip@marylandconsumer.com or Thomas J. Minton of Goldman & Minton, P.C., 3600 Clipper Mill Rd., Suite 201, Baltimore, MD 21211, Phone: (410) 783-7575, Email: tminton@charmcitylegal.com.

YOUR OPTIONS

You have to decide whether you want to stay in the class or exclude yourself from the Class, and you have to decide this NOW.

11. What do I do to be included?

To be included as a Class Member, you do not have to do anything.

12. What happens if I do nothing at all?

If you do nothing, you will be included in the Class and if the Court approves the Settlement, you will receive the benefits of the settlement provided for Class Members. Any claims you may have arising out of your payment of convenience fees to Shellpoint between October 1, 2018 and September 20, 2020 will be deemed released.

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

If you do not want to be included, then you must provide a written statement setting forth your name, address, telephone number and your signature, with a statement that says, "**I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN WHITE V. SHELLPOINT.**" Requests for Exclusion must be personally signed by the person requesting exclusion from the Class and any co-borrower(s) on their mortgage loan and must include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, and if different the address of the property which secured their mortgage loan. For any loan that is subject to this Settlement for which there is more than one borrower, any request for exclusion must be signed by each borrower or it will not be sufficient to remove that loan and all of its co-borrowers from the Class. The statement must be received no later than July 30, 2021, and sent to the Shellpoint Convenience Fee Settlement Administrator, PO Box 23678, Jacksonville, FL 32241, and to Phillip R. Robinson at the Consumer Law Center LLC located at 10125 Colesville Road, Suite 378, Silver Spring, MD 20901, and to T. Sky Woodward and

Andrew Narod, Bradley Arant Boult Cummings LLP, 1615 L St., NW, Suite 1350, Washington, DC 20036. If you timely elect not to participate, then you will not be giving up any right you have to pursue your own claims at your own expense, but you will not receive any of the benefits of the settlement.

14. How do I object?

If you do not ask to be excluded from the class and want to object to the settlement, you will need to file with the Court a written objection to the settlement. Your written objection must be signed by you (or your attorney) and filed with the Court no later than July 30, 2021. Your written objection should reference the case of *White v. Shellpoint and Fannie Mae*, Case No. C-02-CV-001060, and must be filed in the Circuit Court for Anne Arundel County, Maryland, 8 Church Circle, Suite 300 Annapolis, MD 21401, by this deadline. Documents submitted that do not comply with applicable rules, including Maryland Rules, may be rejected by the Clerk of Court. All Objections must be personally signed by the person(s) making the objection, or a legal guardian authorized to act on their behalf. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their mortgage loan, and if different, the address of the property which secured their mortgage loan. If the person on whose behalf the objection is filed, or an attorney or legal guardian authorized to act on their behalf, intends to appear at the Final Settlement Hearing, the Objection must so state.

Further, any such Class Member must, within the same time period, provide a copy of the written objection to the Settlement Administrator, Class Counsel, and Counsel for Defendant. The written objection must state: your full name, address, telephone, and e-mail address (if available), the reasons for your objection, and whether you intend to appear at the Final Approval Hearing on your behalf or through counsel. You must mail a copy of any written objections to each of the following:

Shellpoint Convenience Fee Settlement Administrator
PO Box 23678, Jacksonville, FL 32241

Phillip R. Robinson, Consumer Law Center LLC
10125 Colesville Road, Suite 378, Silver Spring, MD 20901

T. Sky Woodward and Andrew Narod, Bradley Arant Boult Cummings LLP
1615 L Street N.W., Suite 1350, Washington, DC 20036

If you file an objection, you do not have to attend the final hearing. The Court will consider all written objections. If you wish to attend the hearing at your own expense, you must state in your written objection that you plan to attend the hearing. The final hearing is set for August 31, 2021 at 1:30 P.M. in Courtroom (check monitors) in the Circuit Court for Anne Arundel County, Maryland, 8 Church Circle, Annapolis, MD 21401.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that Phillip R. Robinson of the Consumer Law Center LLC and Thomas Minton of Goldman & Minton, P.C. are qualified to represent the Class Members. They are called the "Class Counsel." The Court has found that these lawyers are experienced in handling similar cases on behalf of consumers. They can be reached at either of the following:

Phillip R. Robinson, Consumer Law Center LLC, 10125 Colesville Road, Suite 378, Silver Spring, MD 20901; (301) 448-1304, phillip@marylandconsumer.com.

Thomas J. Minton, Goldman & Minton, P.C., 3600 Clipper Mill Rd., Suite 201, Baltimore, MD 21211, Phone (410) 783-7575, Email tminton@charmcitylegal.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire your own lawyer at your own expense if you choose to do so or give this notice to any attorney currently representing you in relation to Shellpoint or Fannie Mae, also at your own expense. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

Class Counsel will be paid a percentage of the Settlement's Common Fund, in an amount to be determined by the Court.

GETTING MORE INFORMATION

18. Are more details available?

If you seek more information, you may contact Class Counsel. Their contact information is set forth in answer to question No. 15 above.