

**IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

DORON RUDIN,

Plaintiff,

vs.

MTGLQ INVESTORS L.P., a foreign limited partnership; NEWREZ LLC d/b/a Shellpoint Mortgage Servicing, a foreign limited liability company; and CLEAR RECON CORP, a Washington corporation,

Defendants.

Case No. 19-2-17081-6 SEA

**NOTICE REGARDING RIGHT TO
BENEFIT FROM CLASS ACTION
SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that NewRez LLC d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) and MTGLQ Investors L.P. violated the Washington Consumer Protection Act by collecting or attempting to collect illegal or excessive fees for inspections and property preservation activities relating to delinquent Washington mortgages. Shellpoint’s records show that you may be a class member under the Settlement Agreement reached in the case.

A settlement fund of \$152,000 has been established to pay valid claims, attorney’s fees, costs, any incentive award to the Class Representative (Doron Rudin) and settlement administration costs. You may be entitled to receive a share of the fund or to reversal of an unpaid fee. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act so read this notice carefully.

YOUR OPTIONS

**Option 1:
Submit a Claim Form
Deadline: November 28, 2022**

Complete and submit a Claim Form and receive an equal share of the Settlement Fund

By completing and submitting a Claim Form you may recover an equal share of the Settlement Fund. This is the only way to claim and receive from the Fund.

	If Shellpoint and MTGLQ charged you one of the fees at issue, but you did not pay it, then you are not entitled to a payment from the Fund. Instead the charged fee will be reversed automatically, and you do not need to submit a Claim Form or take any action to join the settlement.
Option 2: Ask to be Excluded Deadline: November 28, 2022	Get out of this lawsuit and get no benefits from it You may ask to be excluded from the lawsuit. If you exclude yourself, you cannot recover as part of this settlement and you keep a right to sue on your own.
Option 3: Object Deadline: November 28, 2022	Object to the terms of the Settlement Agreement. You may object to the terms of the Settlement Agreement and have your objections heard at the December, 2 2022, 9am Fairness Hearing.

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that Shellpoint and MTGLQ violated the Washington Consumer Protection Act, Chapter 19.86 RCW ("WCPA"), by collecting or attempting to collect illegal or excessive fees for inspections and property preservation activities relating to delinquent Washington mortgages. Shellpoint and MTGLQ deny any wrongdoing and deny they violated the WCPA or any other law.

Both sides agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation. You can read Plaintiff's Complaint, the Settlement Agreement, other case documents, and submit a claim form at <https://bjtlegal.com/rudin-class-action-settlement/>.

2. Why is this a class action?

In a class action, a Class Representative (in this case Plaintiff Doron Rudin) sues on behalf of a group (or a "Class") of people. Here, the Class Representative sued on behalf of people who have similar claims regarding the fees charged by Shellpoint or MTGLQ allegedly without authorization from their loan documents or controlling law.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff and the Class claims.

4. How do I know if I am a part of the settlement?

For settlement purposes, the Court certified the following four classes of plaintiffs:

Class 1: Washington borrowers who paid Shellpoint lawn maintenance, securing, winterization, or other property

preservation fees (not including inspection fees) that Shellpoint charged against non-vacant properties.

Class 2: Washington borrowers who were charged lawn maintenance, securing, winterization, or other property preservation fees (not including inspection fees), on a Shellpoint account that remains open and serviced by Shellpoint, but who have not yet paid the charges.

Class 3: Washington borrowers who paid Shellpoint inspection fees that Shellpoint had charged to their loans at over \$50 per inspection.

Class 4: Washington borrowers whom Shellpoint charged inspection fees over \$50 per inspection, on a Shellpoint account that remains open and serviced by Shellpoint, but who did not pay those fees.

5. How do I recover?

If you are a member of Class 1 or Class 3, you should submit a Claim Form. This is the only way to get a payment. If you paid any of the fees at issue, you have the right as a member of the Settlement Class to receive a share of the Settlement Fund.

If you are a member of Class 2 or Class 4, you do not need to submit a Claim Form and you will not receive a payment. Instead, for members of Class 2, the defendants will automatically reverse the unpaid fee at issue. For members of Class 4, the defendants will automatically reduce the fee at issue to \$50.

The final cash payment will depend on the total number of valid and timely claims filed by members of Classes 1 and 3. Each claiming member of Classes 1 and 3 will be entitled to an equal share of the Settlement Fund, after deductions from the fund for administrative costs, attorney's fees and expenses, any incentive award to the plaintiff.

You can submit a claim form online at <https://bjtlegal.com/rudin-class-action-settlement/>.

Or, you can email the Claim Form to RudinSettlement@ClassExpertsGroup.com.

Or, you can download the Claim Form online and mail it to:

Rudin Settlement
PO Box 995
Mequon, WI 53092

All claim forms must be mailed, emailed, or filed online no later than **November 28, 2022**.

After all valid claim forms are counted, and the settlement is given final approval by the Court, the Settlement Administrator will provide each claiming member of Class 1 or 3 their share of the Settlement Fund after the deductions above. Any excess settlement funds or benefit checks not cashed by Settlement Class Members will be provided to a charitable organization.

As to members of Classes 2 and 4, after the settlement is given final approval by the Court, the defendants will reverse or reduce the charged fee as described above.

6. What am I giving up to receive these benefits?

If you stay in the Class, all of the Court's orders will apply to you, and you will give a "release" for any claims against Shellpoint or MTGLQ arising from allegedly excessive or illegal fees. A release means you cannot sue or be part of any other lawsuit against Shellpoint, MTGLQ, or other Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

7. How much will the Class Representative receive?

The Class Representative will receive their portion of the settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representative will request an Incentive Award of \$5,000.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Breskin Johnson & Townsend PLLC, 1000 Second Avenue, Suite 3670, Seattle, WA 98104 as "Class Counsel."

Class Counsel will request an award of attorney's fees and expenses of up to \$113,750 of the Settlement Fund. Any attorney's fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

9. I don't want to be part of this case. How do I ask to be excluded?

Answer: Send a Request to Be Excluded.

If you don't want a payment from this settlement, but you want to keep the right to individually sue the Defendant about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself, or "opting out," of the Settlement Class. To request to exclude yourself, you must send a letter by mail with (a) the Requester's full name, address, and the name of the Action and telephone number; (b) the Requester's personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (c) state unequivocally that the Requester desires to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than **November 28, 2022** to Rudin Settlement, PO Box 995, Mequon, WI 53092.

10. How do I object?

Any Settlement Class Member may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection, including citations to relevant authorities; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be tendered in writing and mailed or hand delivered to the Clerk of Court and the Settlement Administrator and delivered or postmarked no later than **November 28, 2022**.

The Court's address is: *Clerk of the Court, 516 Third Avenue, Rm E-609 Seattle, WA 98104*

The Fairness Hearing

The Court, Judge LeRoy McCullough, will hold a fairness hearing on **December 2, 2022 at 9am** in King County Superior Court, 401 4th Ave. N. Courtroom Number: 4A, Kent, WA 98032. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at <https://bjtlegal.com/rudin-class-action-settlement/>.