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STK-CV-URP-2022-0001671

**IN THE SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN**

JENNIFER RUNOWSKI, an individual,

PLAINTIFF,

vs.

NEWREZ, LLC, d/b/a SHELLPOINT
MORTGAGE;

DEFENDANTS.

Case No.:

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL FOR
VIOALTIONS OF:**

- 1. CALIFORNIA MILITARY
FAMILIES FINANCIAL RELIEF
ACT;**
- 2. CALIFORNIA ROSENTHAL ACT;**
- 3. CALIF. CONSUMER CREDIT
REPORTING AGENCIES ACT;**
- 4. NEGLIGENT
MISREPRESENTATIONS;**
- 5. INTENTIONAL/RECKLESS
MISREPRESENTATIONS**

**TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE
DISTRICT COURT JUDGE:**

Plaintiff, JENNIFER RUNOWSKI (hereinafter, "PLAINTIFF"), an individual, by and
through her attorneys of record, hereby complains and alleges in this Complaint as follows:

INTRODUCTION

1. This action arises out of DEFENDANT NEWREZ, LLC d/b/a SHELLPOINT
MORTGAGE'S (hereinafter, "DEFENDANT NEWREZ") violations of the State of California
Military Families Financial Relief Act (Calif. Military and Veteran's Code §§ 800-812); the State

1 of California Consumer Credit Reporting Agencies Act (Calif. Civ. Code §§ 1785.25-1785.31);
2 the State of California Rosenthal Act (hereinafter “Rosenthal Act”) (Calif. Civil Code §§1788-
3 1788.32); and common law causes of action.

4 2. PLAINTIFF makes the allegations below on information and belief, with the
5 exception of those allegations that pertain to PLAINTIFF personally, or to PLAINTIFF'S counsel,
6 which PLAINTIFF alleges on personal knowledge.

7 3. California’s enactment of legislation conferring certain benefits with regard to
8 civil obligations, liabilities, and litigation on military personnel called to active service or duty
9 evidences the Legislature’s intent to protect such members of our Armed Forces.

10 4. For example, the Comments to California Bill Analysis, A.B. 306 Assem.,
11 4/26/2005 states in part:

12 A recent Pentagon survey found that 31% of families of reservists and National Guard
13 members see a decrease in income when a spouse is called to duty. Too much debt
14 and financial worries are a burden to service members and can have serious
15 consequences. Federal and state governments have long recognized the need to
16 provide certain legal protections for individuals entering or called to active duty in
17 the military service. During times of past national crisis, Congress and state
legislatures have passed various laws to protect service members while deployed on
active duty. **The goal of these laws was to allow service members to focus on their
military duties without worrying about civil obligations back home and to
ensure that service members and their families would not face undue economic
hardships as a result of their military service** (emphasis added).

18 The author of this bill argues that **no Californian should be subjected to financial
hardship as a result of their choice to serve and that because California's service
19 members are currently being activated at near record levels, now is the time for
California to stand up and protect the financial security of these brave soldiers
20 and their families** (emphasis added).

21 5. Furthermore, California Bill Analysis, A.B. 3212 Assem., 4/10/2018 states in part:
22 “The need to provide active duty members of the military, as well as National Guard and Reserve
23 service members who are called to active duty, with a certain measure of protection in civil
24

1 liability cases is long-recognized, first during the Civil War and later, in the form of the Soldiers
2 and Sailors Relief Act of 1940.”

3 6. Additionally, California Bill Analysis, A.B. 3212 Assem., 5/2/2018 shows that the
4 Purpose of the Bill to amend Military and Veterans’ Code § 800, et seq. was as follows:

5 Purpose. This bill seeks to ease the legal and financial burdens placed on military
6 personnel and their families by expanding and strengthening several consumer
7 protections provided to active-duty California service members. This bill is
8 sponsored by the state attorney general. According to the author:

9 California leads the nation in protecting the rights of military members under state
10 law. But current state military consumer protections apply only to members of the
11 National Guard and reservists who are called to active duty. These protections do
12 not cover the more than 100,000 full time members of the active components of the
13 armed forces who live in California.

14 Currently, most of the protections expire quickly after a service member leaves
15 active duty. This is problematic because service members need time after
16 deployment to reintegrate and may face financial distress during this period of
17 transition.

18 7. DEFENDANTS’ actions taken with respect to PLAINTIFF’S residential home
19 mortgage loan obligations do not comply nor comport with the legislative intent to protect the
20 financial security of our service members fighting for our country

21 8. While many violations are described below with specificity, this Complaint alleges
22 violations of the statutes cited in their entirety.

23 9. DEFENDANT NEWREZ is a business entity that regularly does business within
24 the State of California, County of San Joaquin, and maintains an agent for service of process
within the State of California at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.
Therefore, personal jurisdiction is established.

10 10. Because all tortious conduct occurred while PLAINTIFF resided in the City of
11 Tracy, County of San Joaquin, and the actions taken by DEFENDANTS that give rise to this

lawsuit pertain to a home mortgage loan for real property located within the City of Tracy, County of San Joaquin, and witnesses are located therein, venue properly lies in this Court.

PARTIES & DEFINITIONS

11. PLAINTIFF is a natural person whose permanent residence is in the City of Tracy, County of San Joaquin.

12. PLAINTIFF, as a natural person allegedly obligated to pay a consumer debt to DEFENDANTS for a home mortgage loan, alleged to have been due and owing, is therefore a “debtor” as that term is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

13. DEFENDANTS alleged that PLAINTIFF owed money that they were allegedly collecting for a mortgage loan for a residence in the City of Tracy, County of San Joaquin, and PLAINTIFF is therefore informed and believes that the money alleged to have been owed originated from monetary credit that was extended to PLAINTIFF primarily for personal, family, or household purposes, and is therefore a “debt” as that term is defined by Calif. Civil Code § 1788.2(d) of the Rosenthal Act.

14. Upon information and belief, DEFENDANTS were attempting to collect on a debt that originated from monetary credit that was extended primarily for personal, family, or household purposes, and was therefore a “consumer credit transaction” within the meaning of Calif. Civil Code § 1788.2(e) of the Rosenthal Act.

15. Because PLAINTIFF, a natural person allegedly obligated to pay money arising from a consumer credit transaction, the money allegedly owed was a “consumer debt” within the meaning of California Civil Code § 1788.2(f) of the Rosenthal Act.

16. PLAINTIFF is informed and believes that DEFENDANTS regularly collect or attempt to collect debts on behalf of others that are owed or due or asserted to be owed or due, and is therefore a “debt collector” within the meaning of Calif. Civil Code § 1788.2(c) of the

1 Rosenthal Act, and thereby engage in “debt collection” within the meaning of California Civil
2 Code § 1788.2(b) of the Rosenthal Act, are also therefore each a “person” within the meaning of
3 California Civil Code § 1788.2(g) of the Rosenthal Act, and each is also a “creditor” under
4 California Civil Code § 1788.2(i).

5 17. Plaintiff is a natural person and is therefore a “consumer” as that term is defined
6 by Calif. Civ. Code § 1785.3(b) of the CCCRAA.

7 18. As far as this matter pertains to PLAINTIFF’S “consumer credit reports”, as that
8 term is defined by Calif. Civ. Code § 1785.3(c) of the California CCRAA, in that inaccurate
9 misrepresentations of PLAINTIFF’S credit worthiness, credit standing, and credit capacity were
10 made via written, oral, or other communication of information by a consumer credit reporting
11 agency, which is used or is expected to be used, or collected in whole or in part, for the purpose
12 of serving as a factor in establishing PLAINTIFF’S eligibility for, among other things, credit to
13 be used primarily for personal, family, or household purposes, and employment purposes.

14 19. As far as this matter pertains to the California CCRAA, all DEFENDANTS are a
15 partnership, corporation, association, or other entity, and are therefore a “person” as that term is
16 defined by Calif. Civ. Code § 1785.3(j) of the California CCRAA.

17 **STATUTORY PROTECTIONS**
18 **OF CALIFORNIA MILITARY RESERVIST SERVICE-MEMBERS**

19 20. Section 800(a)(1) of the Calif. Military and Veterans’ Code reads: “... a reservist
20 who is called to active duty may defer payments on any of the following obligations while serving
21 on active duty: (A) An obligation secured by a mortgage or deed of trust.”¹

22
23
24 ¹ The obligation to defer payments on a mortgage or deed of trust pursuant to § 800(a) became
effective January 1, 2006, Enacted Legislation Added by Stats.2005, c. 291 (A.B.306), § 2.

1 21. Pursuant to Section 800(e), the term of the credit obligation is required to be
2 extended as follows: “If a lender defers payments on a closed end credit obligation or an open-
3 end credit obligation with a maturity date, pursuant to this chapter, **the lender shall extend the**
4 **term of the obligation by the amount of months the obligation was deferred.**” (emphasis
5 added).

6 22. Section 804 of the Calif. Military and Veterans’ Code reads:

7 During the period specified in Section 800, the reservist may defer the
8 payment of principal and interest on the specified obligations. No penalties
9 shall be imposed on the nonpayment of principal or interest during this period.
10 No interest shall be charged or accumulated on the principal or interest on
which the payment was delayed. No foreclosure or repossession of property
on which payment has been deferred shall take place during the period
specified in Section 800.

11 23. Section 805 of the Calif. Military and Veterans’ Code reads:

12 Subject to subdivisions (e) and (f) of Section 800, a stay, postponement, or
13 suspension under this chapter of the payment of any tax, fine, penalty,
14 insurance premium, or other civil obligation or liability of a person in military
service shall not provide the basis for affecting credit ratings, denial or
revocation of credit, or a change by the lender in the terms of an existing credit
arrangement.

15
16 24. Section 811(a) of the Calif. Military and Veterans’ Code reads:

17 The spouse or legal dependent, or both, of a reservist who is called to active
18 duty, shall be entitled to the benefits accorded to a reservist under this chapter,
provided that the reservist is eligible for the benefits.

19 25. Violations of these protections as codified by the Calif. Military and Veterans’ Code are
20 enforceable by Section 812 as follows:

21 a) A person violating any provision of this chapter shall be liable for actual
22 damages, reasonable attorney's fees, and costs incurred by the service member
or other person entitled to the benefits and protections of this chapter.

23 b) A service member or other person seeking to enforce rights pursuant to this
24 chapter shall not be required to pay a filing fee or court costs.

26. It must also be noted that, pursuant to CMVC § 401(a)(3) and (a)(5), it is unlawful for a creditor to furnish to the credit reporting agencies any adverse credit reporting and/or that a borrower is a member of either an active or reserve component of the Armed Forces. Such a violation is punishable criminally as follows, pursuant to CMVC § 401(e): “Any person violating any provision of this section is guilty of a misdemeanor, and shall be punishable by imprisonment not to exceed one year or by a fine not to exceed one thousand dollars (\$1,000), or both.

FACTUAL ALLEGATIONS

27. PLAINTIFF is presently a Major in the U.S. Army Reserve.

28. In her civilian career, PLAINTIFF is a Budget Analyst.

29. PLAINTIFF is 50 years old and has three children; 2 sons and 1 daughter; aged 28, 27, 21.

30. PLAINTIFF has been in the U.S. Army since 2002.

31. PLAINTIFF has Top Secret with Special Compartmental Information Clearance.

32. In June of 2013, PLAINTIFF incurred a home mortgage loan obligation for her primary residence in the City of Tracy, County of San Joaquin.

33. The original loan was for a total principal of \$388,170.00 with an interest rate of 3.37500%, and is a VA backed loan.

34. PLAINTIFF refinanced in November 2018 in order to obtain financing to pay off other consumer debts, which then made the total principal balance on the mortgage being \$547,755.78 with an interest rate of 4.625%.

35. Effective February 4, 2020, the rights for servicing of the mortgage loan were transferred or assigned from Ditech to DEFENDANT NEWREZ.

1 36. PLAINTIFF received orders dated January 23, 2020, pursuant to 10 U.S.C. §
2 12302, ordering her to report to active-duty effective January 27, 2020, and be deployed overseas
3 for a period of 248 days.

4 37. PLAINTIFF'S deployment orders were thereafter extended multiple times prior to
5 any of the expiration dates of any of her stints of deployment, which required her to remain
6 deployed overseas from January 2020 to January 2022.

7 38. In February 2020, after the servicing rights were transferred from Ditech to
8 DEFENDANT NEWREZ, PLAINTIFF delivered to DEFENDANT NEWREZ a written request
9 that specifically requested a deferment of the home mortgage loan obligation pursuant to the Calif.
10 Military & Veterans' Code Section 800.

11 39. PLAINTIFF enclosed a copy of the deployment orders with the deferment request.

12 40. Pursuant to Section 800 of the Calif. Military and Veterans' Code, PLAINTIFF
13 therefore was automatically entitled to up to 180-days' worth of deferment of the principal and
14 interest, and DEFENDANT NEWREZ (as well any lender and any subsequent servicer) was
15 obligated to not only abide by the mandatory deferment but to also extend the maturity date of
16 the term of the obligation equal to the number of months of the deferment.

17 41. As PLAINTIFF submitted her request with the copy of her deployment orders in
18 February 2020, the automatic 180 days' worth of deferment, therefore, should have started with
19 the payment due March 1, 2020, and ended in September 2020 so that the regular monthly
20 payments would only then be due starting October 1, 2020.

21 42. As the deferments were required to be applied to principal and interest,
22 PLAINTIFF was therefore only required to pay each month their escrow amount for taxes and
23 insurance.

1 43. DEFENDANT NEWREZ responded with a letter dated March 4, 2020, that
2 claimed PLAINTIFF was eligible for relief under the Servicemembers Civil Relief Act (SCRA),
3 which is the federal statutory scheme similar to the California Military and Veterans' Code.

4 44. Despite citing the federal statutory scheme, DEFENDANT NEWREZ claimed it
5 would honor only protections under the SCRA for a cap of the interest rate at 6.00% and
6 prohibition upon foreclosure.

7 45. A true and correct copy of this letter is attached hereto as Exhibit A and
8 incorporated by reference herein.

9 46. However, DEFENDANT NEWREZ falsely and unlawfully claimed, "Regarding
10 your request under the California legislation, we must inform you that the investor of this loan is
11 Government National Mortgage Association ("GNMA"). This investor does not allow for
12 deferments and does not make any exception in this case. We understand this may be
13 disappointing news."

14 47. This statement is absolutely false, as there is simply no allowance for discretion
15 under CMVC § 800, et seq. for either a mortgage servicer or "investor" to choose to comply or
16 not comply, and there is no exception to compliance for "GNMA".

17 48. As such, DEFENDANT NEWREZ began to commit irrefutable violations of
18 CMVC § 800, et seq. from the outset.

19 49. DEFENDANT NEWREZ then cited to the CMVC § 800 that allows the lender to
20 request documentation of financial hardship to determine whether to provide discretionary
21 financial hardship alternatives.

22 50. This shows that DEFENDANT NEWREZ had read and understood the clear and
23 unambiguous statutory text of CMVC § 800, et seq., which in turn confirms that its refusal to
24 comply with CMVC § 800, et seq. while at the same time triggering its own rights under that very

1 same Code Section to request documentation of financial hardship amounts to knowing,
2 deliberate, willful, and oppressive violations of the mandatory protections afforded to
3 PLAINTIFF.

4 51. It is simply mindboggling and puzzling to try to understand why DEFENDANT
5 NEWREZ would claim it is not required to comply with CMVC § 800, et seq. while at the same
6 time believe it has a right under that very same Code to request documentation of financial
7 hardship.

8 52. Also contributing to the confusion and misleading nature of DEFENDANT
9 NEWREZ'S position is the fact that page 2 of this letter also stated, "**Attention Servicemember**
10 **and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide
11 important protections for you ..."

12 53. Therefore, the question must be asked, why would DEFENDANT NEWREZ
13 notify Servicemembers, in bold, that they are protected under "certain state laws" but in the very
14 same letter notify PLAINTIFF that she is actually not protected under her state laws?

15 54. Then, on March 31, 2020, DEFENDANT NEWREZ sent another letter that falsely
16 claimed that "as of the date of this communication, the loan is current with the next installment
17 due April 1, 2020."

18 55. The statement that the "next installment [is] due April 1, 2020" is false, because
19 PLAINTIFF had triggered her undeniable statutory right to an automatic deferment of principal
20 and interest for 180 days, beginning with the payment that would have otherwise been due March
21 1, 2020.

22 56. Attached as Exhibit B, and incorporated by reference herein, is a true and correct
23 copy of this letter.
24

1 57. Also contributing to the confusion and misleading nature of DEFENDANT
2 NEWREZ’S position is the fact that page 2 of this letter also stated, “**Attention Servicemember**
3 **and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide
4 important protections for you ...”

5 58. Therefore, the question must be asked, why would DEFENDANT NEWREZ
6 notify Servicemembers, in bold, that they are protected under “certain state laws” but in the very
7 same letter notify PLAINTIFF that she owes a payment due April 1, 2020 in violation of her state
8 laws?

9 59. DEFENDANT NEWREZ also began to send to PLAINTIFF written
10 communications every month that contained false statements and misrepresentations as to the
11 status of the account and the amounts owed on the account.

12 60. For example, in March 2020, DEFENDANT NEWREZ claimed that PLAINTIFF
13 was now in default for the full monthly payment that was due March 1, 2020, and that she now
14 owed two full monthly payments by April 1, 2020.

15 61. However, such a statement is false, because PLAINTIFF did not owe her full
16 regular monthly payment that was otherwise due March 1, 2020 due to her mandatory and
17 undeniable protections under CMVC § 800, et seq., as explained above.

18 62. Attached as Exhibit C, and incorporated by reference herein, is a true and correct
19 copy of this letter.

20 63. Additionally, in April 2020, DEFENDANT NEWREZ claimed that PLAINTIFF
21 was now in default for the full monthly payment that was due April 1, 2020, and that she now
22 owed two full monthly payments by May 1, 2020.

1 64. However, such a statement is false, because PLAINTIFF did not owe her full
2 regular monthly payment that was otherwise due April 1, 2020 due to her mandatory and
3 undeniable protections under CMVC § 800, et seq., as explained above.

4 65. Attached as Exhibit D, and incorporated by reference herein, is a true and correct
5 copy of this letter.

6 66. Additionally, in May 2020, DEFENDANT NEWREZ claimed that PLAINTIFF
7 was now in default for the full monthly payments that were due in April and May 2020, and that
8 she now owed three full monthly payments by June 1, 2020.

9 67. This letter also contained a new section that emphasized “**Delinquency Notice**”
10 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
11 she was now 49 days delinquent, claimed that she failed to pay for the months of April and May
12 2020, and claimed that she must pay \$10,309.80 in order to bring the loan current.

13 68. However, each of these statements is false, because PLAINTIFF did not owe her
14 full regular monthly payments that were otherwise due April and May 2020 due to her mandatory
15 and undeniable protections under CMVC § 800, et seq., as explained above, and she was not at
16 risk of foreclosure not only because she was not legally delinquent but also because she was
17 undeniably protected against foreclosure as DEFENDANT NEWREZ had previously claimed to
18 her.

19 69. Attached as Exhibit E, and incorporated by reference herein, is a true and correct
20 copy of this letter.

21 70. Upon receiving this dizzying array of misrepresentations and false statements,
22 PLAINTIFF contacted DEFENDANT NEWREZ in May 2020 to inquire as to the status of her
23 undeniable protections under CMVC § 800, et seq. and she notified DEFENDANT NEWREZ
24 that her account should not reflect as past due and she notified DEFENDANT NEWREZ in

1 writing of what the requirements are for CMVC § 800, and even provided DEFENDANT
2 NEWREZ with a link to the statute itself for reference.

3 71. This unfortunately resulted in DEFENDANT NEWREZ sending a letter to
4 PLAINTIFF dated June 23, 2020, under the letterhead of its d/b/a Shellpoint, that once again
5 falsely claimed that PLAINTIFF is not protected under CMVC by stating, “Regretfully, the loan’s
6 investor does not allow for deferments under the California Military Code. We understand this
7 news may be disappointing.”

8 72. Again, this statement is absolutely false, as there is simply no allowance for
9 discretion under CMVC § 800, et seq. for either a mortgage servicer or “investor” to choose to
10 comply or not comply, and there is no exception to compliance for “GNMA”.

11 73. Attached as Exhibit F, and incorporated by reference herein, is a true and correct
12 copy of this letter.

13 74. Additionally, in June 2020, DEFENDANT NEWREZ claimed that PLAINTIFF
14 was in default for the full monthly payments that were due in April, May, and June 2020, and that
15 she now owed four full monthly payments by July 1, 2020.

16 75. This letter also contained the section that emphasized “**Delinquency Notice**”
17 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
18 she was now 80 days delinquent, claimed that she failed to pay for the months of April, May, and
19 June 2020, and claimed that she must pay \$13,109.76 in order to bring the loan current.

20 76. However, each of these statements is false, because PLAINTIFF did not owe her
21 full regular monthly payments that were otherwise due April, May, and June 2020 due to her
22 mandatory and undeniable protections under CMVC § 800, as explained above, and she was not
23 at risk of foreclosure not only because she was not legally delinquent but also because she was
24

undeniably protected against foreclosure as DEFENDANT NEWREZ had previously claimed to her.

77. Attached as Exhibit G, and incorporated by reference herein, is a true and correct copy of this letter.

78. Additionally, in July 2020, DEFENDANT NEWREZ claimed that PLAINTIFF was in default for the full monthly payments that were due in April, May, June, and July 2020, and that she now owed five full monthly payments by August 1, 2020.

79. This letter also contained the section that emphasized “**Delinquency Notice**” in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that she was now 110 days delinquent, claimed that she failed to pay for the months of April, May, June, and July 2020, and claimed that she must pay \$15,976.72 in order to bring the loan current.

80. However, each of these statements is false, because PLAINTIFF did not owe her full regular monthly payments that were otherwise due April, May, June, and July 2020 due to her mandatory and undeniable protections under CMVC § 800, as explained above, and she was not at risk of foreclosure not only because she was not legally delinquent but also because she was undeniably protected against foreclosure as DEFENDANT NEWREZ had previously claimed to her.

81. Attached as Exhibit H, and incorporated by reference herein, is a true and correct copy of this letter.

82. Additionally, in August 2020, DEFENDANT NEWREZ claimed that PLAINTIFF was in default for the full monthly payments that were due in April, May, June, July, and August 2020, and that she now owed six full monthly payments by September 1, 2020.

83. This letter also contained the section that emphasized “**Delinquency Notice**” in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that

1 she was now 141 days delinquent, claimed that she failed to pay for the months of April, May,
2 June, July, and August 2020, and claimed that she must pay \$19,653.68 in order to bring the loan
3 current.

4 84. However, each of these statements is false, because PLAINTIFF did not owe her
5 full regular monthly payments that were otherwise due April, May, June, July, and August 2020
6 due to her mandatory and undeniable protections under CMVC § 800, as explained above, and
7 she was not at risk of foreclosure not only because she was not legally delinquent but also because
8 she was undeniably protected against foreclosure as DEFENDANT NEWREZ had previously
9 claimed to her.

10 85. Attached as Exhibit I, and incorporated by reference herein, is a true and correct
11 copy of this letter.

12 86. Additionally, in September 2020, DEFENDANT NEWREZ claimed that
13 PLAINTIFF was in default for the full monthly payments that were due in April, May, June, July,
14 August, and September 2020, and that she now owed seven full monthly payments by October 1,
15 2020.

16 87. This letter also contained the section that emphasized "***Delinquency Notice**"
17 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
18 she was now 172 days delinquent, claimed that she failed to pay for the months of April, May,
19 June, July, August, and September 2020, and claimed that she must pay \$23,340.64 in order to
20 bring the loan current.

21 88. However, each of these statements is false, because PLAINTIFF did not owe her
22 full regular monthly payments that were otherwise due April, May, June, July, August, and
23 September 2020 due to her mandatory and undeniable protections under CMVC § 800, as
24 explained above, and she was not at risk of foreclosure not only because she was not legally

1 delinquent but also because she was undeniably protected against foreclosure as DEFENDANT
2 NEWREZ had previously claimed to her.

3 89. Attached as Exhibit J, and incorporated by reference herein, is a true and correct
4 copy of this letter.

5 90. Additionally, in October 2020, DEFENDANT NEWREZ claimed that
6 PLAINTIFF was in default for the full monthly payments that were due in April, May, June, July,
7 August, and September 2020, and that she now owed all monthly payments from April 2020 to
8 the present by November 1, 2020.

9 91. This letter also contained the section that emphasized “**Delinquency Notice**”
10 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
11 she was now 202 days delinquent, claimed that she failed to pay for the months of April, May,
12 June, July, August, and September 2020, and claimed that she must pay \$27,027.60 in order to
13 bring the loan current.

14 92. However, each of these statements is false, because PLAINTIFF did not owe her
15 full regular monthly payments that were otherwise due April, May, June, July, August, and
16 September 2020 due to her mandatory and undeniable protections under CMVC § 800, as
17 explained above, and she was not at risk of foreclosure not only because she was not legally
18 delinquent but also because she was undeniably protected against foreclosure as DEFENDANT
19 NEWREZ had previously claimed to her.

20 93. Attached as Exhibit K, and incorporated by reference herein, is a true and correct
21 copy of this letter.

22 94. Additionally, in November 2020, DEFENDANT NEWREZ claimed that
23 PLAINTIFF was in default for the full monthly payments that were due in April, May, June, July,
24

1 August, and September 2020, and that she now owed all monthly payments from April 2020 to
2 the present by December 1, 2020.

3 95. This letter also contained the section that emphasized "***Delinquency Notice**"
4 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
5 she was now 232 days delinquent, claimed that she failed to pay for the months of April, May,
6 June, July, August, and September 2020, and claimed that she must pay \$30,714.56 in order to
7 bring the loan current.

8 96. However, each of these statements is false, because PLAINTIFF did not owe her
9 full regular monthly payments that were otherwise due April, May, June, July, August, and
10 September 2020 due to her mandatory and undeniable protections under CMVC § 800, as
11 explained above, and she was not at risk of foreclosure not only because she was not legally
12 delinquent but also because she was undeniably protected against foreclosure as DEFENDANT
13 NEWREZ had previously claimed to her.

14 97. Attached as Exhibit L, and incorporated by reference herein, is a true and correct
15 copy of this letter.

16 98. Additionally, in December 2020, DEFENDANT NEWREZ claimed that
17 PLAINTIFF was in default for the full monthly payments that were due in April, May, June, July,
18 August, and September 2020, and that she now owed all monthly payments from April 2020 to
19 the present by January 1, 2021.

20 99. This letter also contained the section that emphasized "***Delinquency Notice**"
21 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
22 she was now 263 days delinquent, claimed that she failed to pay for the months of April, May,
23 June, July, August, and September 2020, and claimed that she must pay \$34,401.52 in order to
24 bring the loan current.

1 100. However, each of these statements is false, because PLAINTIFF did not owe her
2 full regular monthly payments that were otherwise due April, May, June, July, August, and
3 September 2020 due to her mandatory and undeniable protections under CMVC § 800, as
4 explained above, and she was not at risk of foreclosure not only because she was not legally
5 delinquent but also because she was undeniably protected against foreclosure as DEFENDANT
6 NEWREZ had previously claimed to her.

7 101. Attached as Exhibit M, and incorporated by reference herein, is a true and correct
8 copy of this letter.

9 102. These violations have continued every month thereafter, and are continuing
10 violations on-going every month to the present, as DEFENDANT NEWREZ has persisted in
11 sending the same written correspondence every month that continues to falsely claim that
12 PLAINTIFF is in default for months that she was legally entitled to deferment protections and
13 continues to falsely claim that PLAINTIFF is a risk of foreclosure even though DEFENDANT
14 NEWREZ has already acknowledged in writing that she is legally protected against foreclosure.

15 103. Therefore, each and every month starting in April 2020 to the present amounts to
16 new and separate ongoing violations by DEFENDANT NEWREZ.

17 104. For example, in December 2021, DEFENDANT NEWREZ claimed that
18 PLAINTIFF was in default for the full monthly payments from April 2020 to the present, and that
19 she now owed all monthly payments from April 2020 to the present by January 1, 2022.

20 105. This letter also contained the section that emphasized “**Delinquency Notice**”
21 in bold, threatened that PLAINTIFF is at risk of foreclosure and delinquency fees, claimed that
22 she was now 628 days delinquent, claimed that she failed to pay for the months of April 2020 to
23 the present, and claimed that she must pay \$79,040.33 in order to bring the loan current.
24

1 106. However, each of these statements is false, because PLAINTIFF did not owe her
2 full regular monthly payments that were otherwise due April, May, June, July, August, and
3 September 2020 due to her mandatory and undeniable protections under CMVC § 800, as
4 explained above, and she was not at risk of foreclosure not only because she was not legally
5 delinquent but also because she was undeniably protected against foreclosure as DEFENDANT
6 NEWREZ had previously claimed to her.

7 107. Attached as Exhibit N, and incorporated by reference herein, is a true and correct
8 copy of this letter.

9 108. DEFENDANT NEWREZ also sent other written correspondence outside of the
10 monthly statements that also contained false misstatements and false representations as to the
11 legal status of the account and how much she owed.

12 109. For example, in November 2020, DEFENDANT NEWREZ sent to PLAINTIFF,
13 on its d/b/a letterhead, a letter that falsely claimed, “As you are aware, your loan is delinquent.”,
14 and also claimed to have “made several attempts to contact you” despite knowing fully well that
15 she was deployed overseas and was unable to receive personal calls.

16 110. Attached as Exhibit O, and incorporated by reference herein, is a true and correct
17 copy of this letter.

18 111. Upon information and belief, discovery will identify several more violations by
19 DEFENDANT NEWREZ in both written and verbal correspondence as to the status of the
20 account, PLAINTIFF’S protections, and amounts allegedly owed by PLAINTIFF, and will also
21 identify more threats of unlawful foreclosure.

22 112. At some point, DEFENDANT NEWREZ also began to add late charge
23 assessments based on the false claims that PLAINTIFF was delinquent for months that she should
24

1 not have otherwise been legally delinquent, which means, therefore, that DEFENDANT
2 NEWREZ has collected from PLAINTIFF financial charges that she otherwise did not owe.

3 113. Upon information and belief, discovery will identify several more violations by
4 DEFENDANT NEWREZ adding fees and penalties to the account that are legally prohibited from
5 being collected against PLAINTIFF.

6 114. Additionally, at some point, DEFENDANT NEWREZ had blocked PLAINTIFF
7 from accessing the online portal where she could otherwise make payments electronically.

8 115. PLAINTIFF tried several times to make monthly payments online while she was
9 deployed overseas but was completely deprived of the ability to do so precisely because
10 DEFENDANT NEWREZ had blocked her from accessing that online portal.

11 116. When PLAINTIFF left for overseas, she did not take any hard copy checks with
12 her, because she trusted that she would be able to make payments online and also because she
13 would not have ready access to the items needed to mail payments in a timely manner.

14 117. Therefore, when DEFENDANT NEWREZ blocked her from the online portal, she
15 was left with no ability to make any payments at all.

16 118. PLAINTIFF'S failure to make payments that she was legally obligated to make
17 was, therefore, a direct and proximate a direct result of DEFENDANT NEWREZ'S despicable
18 and oppressive actions at blocking her from making online payments.

19 119. In other words, DEFENDANT NEWREZ acted oppressively and maliciously by
20 setting her up for inevitable failure on the payments that she was otherwise legally obligated to
21 make.

22 120. Therefore, each time that DEFENDANT NEWREZ claimed that PLAINTIFF was
23 delinquent for months that she otherwise did owe, DEFENDANT NEWREZ falsely placed the
24 blame on PLAINTIFF even though the blame is instead on DEFENDANT NEWREZ.

1 121. Attached as Exhibit P, and incorporated by reference herein, is a true and correct
2 copy of a screenshot proving that DEFENDANT NEWREZ had blocked PLAINTIFF from
3 making payments.

4 122. DEFENDANT NEWREZ'S gross mishandling of the account caused PLAINTIFF
5 to suffer emotional distress, which included (but is not limited to) PLAINTIFF justifiably
6 worrying that DEFENDANT NEWREZ'S loss mitigation agents would actually trigger wrongful
7 foreclosure proceedings, caused PLAINTIFF to worry over how she could possibly afford to pay
8 seemingly never ending increases in the amounts that DEFENDANT NEWREZ claimed was
9 owed in order to avoid foreclosure (reaching upwards of roughly \$75,000.00 in December 2021).

10 123. PLAINTIFF suffered emotional distress over these false representations and false
11 attempts by DEFENDANT NEWREZ to attempt to collect monies that were not owed due to the
12 mandatory deferment protections.

13 124. Additionally, DEFENDANT NEWREZ's gross mishandling of the account has
14 also included multiple acts of furnishing grossly inaccurate information to the consumer credit
15 reporting agencies, which includes (but is not limited to) inaccurately claiming that PLAINTIFF
16 is more than 180 days delinquent on the account, that she is "past due" in an amount exceeding
17 of \$74,000 "as of Dec 2021", claimed that her date of first delinquency was April 1, 2020, and
18 also inflated the alleged outstanding principal balance by more than \$50,000.00 without
19 explanation.

20 125. Upon information and belief, these are just a couple of examples of the grossly
21 inaccurate information furnished by DEFENDANT NEWREZ to the credit reporting agencies,
22 and discovery will identify several more months of similar violations.

23 126. The negative credit reporting caused PLAINTIFF to be concerned and worried
24 over the possibility of discipline within the military, and possibly being stripped of Top Secret

1 Clearance, as negative credit history risks her being deprived of security clearance level because
2 the military considers someone with negative credit history as being at risk for bribery and
3 manipulation by foreign adversaries.²

4 127. After enduring years of misrepresentations, threats of foreclosure, inaccurate
5 credit reporting violations, and additional significant errors by DEFENDANT NEWREZ, in
6 February 2022, PLAINTIFF decided that her only hope for relief was to seek refinancing with
7 another lender to escape DEFENDANT NEWREZ'S gross mishandling of the account.

8 128. In February 2022, PLAINTIFF requested a payoff quote to see exactly how much
9 she might need to obtain in a refinancing loan application.

10 129. DEFENDANT NEWREZ claimed that the total unpaid principal balance is
11 \$536,122.13, plus interest of \$47,040.33, plus an unexplained amount of "fees" of \$540.52, plus
12 an unexplained amount of "Debits" of \$14,603.77, and that the total amount owed to pay in full
13 is \$595,907.43, despite the fact that the principal amount from November 2018 was \$547,755.78.

14 130. Attached and incorporated by reference herein as Exhibit Q is a true and correct
15 copy of the payoff quote from February 2022.

16 131. However, DEFENDANT NEWREZ'S payoff quote amounts to attempts to collect
17 payments that PLAINTIFF does not actually owe and amounts to misrepresentations and false
18 statements about the account and amounts actually owed by PLAINTIFF.

19 132. In effect, therefore, DEFENDANT NEWREZ has implemented a scam whereby
20 PLAINTIFF, as deployed military, is being penalized, punished, and defrauded by simply
21 triggering her absolute statutory rights to deferment.

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23
24 ² See also, <https://www.consumerfinance.gov/about-us/blog/warno-new-security-clearance-guidelines-make-it-more-important-ever-servicemembers-monitor-their-credit/>.

1 133. PLAINTIFF has suffered, and still does suffer, emotional and financial harm as a
2 direct and proximate result of DEFENDANT NEWREZ'S gross mishandling of the account, such
3 as loss of sleep, worry, fear, shame, embarrassment, headaches, increased heart rate, and shaking.

4 134. Upon information and belief, DEFENDANT NEWREZ has acted with malice and
5 oppression in deliberate and willful disregard of PLAINTIFF'S rights, because they acted with
6 such a high degree of risk of committing a legal violation that was higher than mere carelessness,
7 because the laws that protect PLAINTIFF in these circumstances are very clear and unambiguous
8 yet DEFENDANT utterly failed to properly comply, which means DEFENDANT deserves
9 exemplary and punitive damages.

10 **FIRST CAUSE OF ACTION**
11 **CALIF. MILITARY FAMILIES FINANCIAL RELIEF ACT**
12 **CALIF. MILITARY & VETS.' CODE §§ 800-812**
 (AS AGAINST ALL DEFENDANTS)

13 135. PLAINTIFF repeats, re-alleges, and incorporates by reference all other paragraphs,
14 as if fully set forth herein.

15 136. PLAINTIFF had invoked protection under this Act by sending the required written
16 notices that included copies of the applicable deployment orders.

17 137. By falsely claiming on multiple occasions that PLAINTIFF owes several
18 thousands of dollars more than what they actually owe, DEFENDANTS have violated Calif.
19 Military & Vets.' Code in several ways.

20 138. By imposing fees and penalties upon PLAINTIFF for securing a deferment to
21 which she was statutorily entitled, DEFENDANTS has violated Calif. Military & Vets.' Code in
22 several ways.

23 139. As a direct and proximate result of DEFENDANTS' actions, PLAINTIFF has
24 suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

1 140. PLAINTIFF is also entitled to, and seek, attorneys' fees and costs.

2 141. PLAINTIFF is further informed and believes that the aforesaid conduct was
3 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)
4 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of
5 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise
6 specifically from statute, which in turn means the limitation of § 3294(a) ("In an action for the
7 breach of an obligation not arising from contract ...") does not apply.³ Upon information and
8 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other
9 military families throughout the State of California, which means DEFENDANTS deserve to
10 suffer exemplary damages so that they do not inflict similar violations upon other military families,
11 in addition to deserving punishment for attempting to rip off PLAINTIFF here.

12 142. Under California law, even where a claim formally sounds in negligence, if the
13 plaintiff can make a showing that defendant's conduct goes beyond gross negligence and
14 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re*
15 *Yahoo! Inc. Customer Data Security Breach Litigation* (N.D. Cal.2018) 313 F.Supp.3d 1113.

16 143. As PLAINTIFF currently remains on orders for active-duty deployment, any
17 calculation of the period of statute of limitations has been tolled by the time period of deployment
18 pursuant to Calif. Military and Vets' Code §404.

19 ///

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21
22 ³ In the statute authorizing punitive damages for "an action for the breach of an obligation not arising from
23 contract," the word "contract" is used in its ordinary sense to mean an agreement between the parties, not an
24 obligation imposed by law despite the absence of any such agreement. *Brewer v. Premier Golf Properties, LP*
(App. 4 Dist. 2008) 168 Cal.App.4th 1243, review denied; *Ward v. Taggart* (1959) 51 Cal.2d 736, 336 P.2d
534. Further, exemplary damages may be recovered in tort action upon a proper showing of malice, fraud or
oppression even though the tort incidentally involves a breach of contract. *Chelini v. Nieri* (1948) 32 Cal.2d 480,
196 P.2d 915; *Haigler v. Donnelly* (1941) 18 Cal.2d 674, 117 P.2d 331.

SECOND CAUSE OF ACTION
CALIF. ROSENTHAL ACT
CALIF. CIV. CODE §§ 1788-1788.32
AS AGAINST ALL DEFENDANTS)

144. PLAINTIFF repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

145. At all times during the aforementioned actions, there was in full force and effect the following obligation for a debt collector in connection with the collection of any debt, pertaining to pursuant to California Civil Code § 1788.17 of the Rosenthal Act, requiring all debt collectors to be responsible for and liable for all requirements contained with the Federal FDCPA, exceptions of which are not applicable:

Notwithstanding any other provision of this title, every debt collector collecting or attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States Code. However, subsection (11) of Section 1692e and Section 1692g shall not apply to any person specified in paragraphs (A) and (B) of subsection (6) of Section 1692a of Title 15 of the United States Code or that person's principal. The references to federal codes in this section refer to those codes as they read January 1, 2001.

146. At all times relevant, DEFENDANTS were each obligated to comply with all such requirements of the Federal FDCPA incorporated into the Rosenthal Act pursuant to Calif. Civ. Code § 1788.17.

147. By falsely claiming on multiple occasions that PLAINTIFF owes several thousands of dollars more than what PLAINTIFF actually owes, DEFENDANTS have engaged in multiple violations of the FDCPA as follows, all of which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17:

- a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to oppress PLAINTIFF in connection with the collection of a debt,

- b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in connection with the collection of a debt,
- c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal status of the debt,
- d. 15 U.S.C. §1692e(10) by using false representations and deceptive means to attempt to collect a debt,
- e. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a debt,
- f. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by law.

148. By furnishing false, inaccurate, and misleading information to the consumer credit reporting agencies that PLAINTIFF was delinquent during months that she was not delinquent and that the balance owed is much higher than what it actually is, DEFENDANTS have engaged in multiple violations of the Federal FDCA as follows, all of which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17:

- a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to oppress PLAINTIFF in connection with the collection of a debt,
- b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in connection with the collection of a debt,
- c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal status of the debt,
- d. 15 U.S.C. §1692e(8), by furnishing credit reporting information to the consumer credit reporting agencies that DEFENDANTS knew or should know is false,
- e. 15 U.S.C. §1692e(10) by using false representations and deceptive means to

attempt to collect a debt,

f. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a debt,

g. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by law.

149. The actions taken by DEFENDANTS that form the basis of PLAINTIFF'S Rosenthal FDCPA violations in this matter were always done in an attempt to collect money from PLAINTIFF and were never done to simply enforce the security interest.

150. DEFENDANTS' violations of the Rosenthal FDCPA were willful, because DEFENDANTS at all times knew that the actions giving rise to such violations were wrongful and in violation of the law and were also in direct contradiction to its own acknowledgement with PLAINTIFFS that it was granting them the deferment.

151. As a proximate result of both DEFENDANTS' actions, PLAINTIFF has suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

152. PLAINTIFF is also entitled to, and seek, up to \$1,000.00 in statutory damages plus attorneys' fees and costs.

153. As PLAINTIFF currently remains on orders for active-duty deployment, any calculation of the period of statute of limitations has been tolled by the time period of deployment pursuant to Calif. Military and Vets' Code §404.

THIRD CAUSE OF ACTION
CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CALIF. CIV. CODE § 1785.25(a)
(AS AGAINST ALL DEFENDANTS)

154. PLAINTIFF repeats, re-alleges, and incorporates by reference each of the above paragraphs as though set forth fully herein.

1 155. As the furnisher of information to credit reporting agencies, DEFENDANTS were
2 at all times remained obligated to not furnish information on a transaction or experience to any
3 consumer credit reporting agency if it knew or should have known the information was
4 incomplete or inaccurate, as required by Calif. Civ. Code § 1785.25(a) of the California CCRAA.

5 156. Even if the derogatory reporting is technically accurate, it is still a violation of this
6 law if the derogatory reporting is misleading in such a way and to such an extent that it can be
7 expected to adversely affect credit decisions. *Cisneros v. U.D. Registry, Inc.* (1995) 39 Cal. App.
8 4th 548.

9 157. A credit reporting violation is “willful” if it involves the commission not only of
10 acts known to violate the statute, but also “reckless disregard of statutory duty.” *Safeco Ins. Co.*
11 *of Am. v. Burr*, 551 U.S. 47, 56-57 (2007).

12 158. The Ninth Circuit in *Syed v. M-I, LLC* (2017) 853 F.3d 492, FN 7 recently stated,
13 with respect to credit reporting violations, “[W]here a party’s action violates an unambiguous
14 statutory requirement, that fact alone may be sufficient to conclude that violation is reckless, and
15 therefore willful. ... [R]ecklessness may be determined by objective evidence alone.”

16 159. DEFENDANTS violated their obligations under Section 1785.25(a) of the Calif.
17 CCRAA by reporting to the consumer credit reporting agencies that PLAINTIFF was delinquent
18 during months that she was under mandatory deferment, and that the amounts owed were much
19 higher than actually owed, when in reality DEFENDANTS either knew or should have known
20 the furnished information was factually false and inaccurate.

21 160. DEFENDANTS’ violations were negligent at a minimum, because a reasonable
22 person would not have reported the account in such a manner.

23 161. PLAINTIFF is also informed and believe that DEFENDANTS’ violations were
24 willful in that DEFENDANTS knows of their obligations pursuant to Section 1785.25(a), yet

1 acted with such a high degree of risk of committing a legal violation that was higher than mere
2 carelessness by failing to review and consider its own internal records in committing this violation,
3 and because the reporting was in direct contradiction to the statutory protections afforded to
4 PLAINTIFF as deployed military.

5 162. As a proximate result of DEFENDANTS' actions, PLAINTIFF has suffered loss
6 of time, loss of quality of life, as well as emotional and financial injuries.

7 163. PLAINTIFF is therefore entitled to, and seek, actual damages, statutory damages
8 of \$5,000.00 per willful violation, attorneys' fees and costs, and injunctive relief pursuant to Calif.
9 Civ. Code § 1785.31

10 164. As PLAINTIFF currently remain on orders for active duty, any calculation of the
11 period of statute of limitations has been tolled by the time period of deployment pursuant to Calif.
12 Military and Vets' Code §404.

13 165. It must also be noted that, pursuant to CMVC § 401(a)(3) and (a)(5), it is unlawful
14 for a creditor to furnish to the credit reporting agencies any adverse credit reporting and/or that a
15 borrower is a member of either an active or reserve component of the Armed Forces. Such a
16 violation is punishable criminally as follows, pursuant to CMVC § 401(e): "Any person violating
17 any provision of this section is guilty of a misdemeanor, and shall be punishable by imprisonment
18 not to exceed one year or by a fine not to exceed one thousand dollars (\$1,000), or both."

19 **FOURTH CAUSE OF ACTION**
20 **NEGLIGENT MISREPRESENTATIONS**
21 **(AS AGAINST ALL DEFENDANTS)**

22 166. PLAINTIFF repeats, re-alleges, and incorporates by reference each of the above
23 paragraphs as though set forth fully herein.

24 167. DEFENDANTS have misrepresented to PLAINTIFF that she is protected from
foreclosure and that she is protected under "certain state laws".

1 168. However, DEFENDANTS' representations were false, as each DEFENDANTS
2 did not have either the ability or the intent to provide PLAINTIFF with the foreclosure protections
3 or the "state laws" to which she is unequivocally entitled.

4 169. DEFENDANTS uttered these statements with the intent to induce PLAINTIFF'S
5 reliance on them.

6 170. DEFENDANTS are in possession of the letters, notes, and phone call recordings
7 of the misrepresentations made to PLAINTIFF, which means DEFENDANTS are assumed to
8 possess knowledge of the facts at least equal, if not superior, to that possessed by PLAINTIFF.

9 171. PLAINTIFF justifiably relied on these statements at taking advantage of the
10 deferment protections and not seeking refinancing with any other lender that actually had the
11 ability and intent to properly implement the mandatory deferment protections.

12 172. However, as a direct result of the false representations, PLAINTIFF has since been
13 forced to suffer emotional and financial injuries to her detriment.

14 173. DEFENDANTS knew, or acted with reckless disregard, that their representations
15 were false and knew that PLAINTIFFS were relying on such representations to their detriment.

16 174. DEFENDANTS had no reasonable grounds for believing the representations were
17 true when made.

18 175. As a direct and proximate result of DEFENDANTS' actions, PLAINTIFF has
19 suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

20 176. PLAINTIFF is also entitled to, and seek, attorneys' fees (pursuant to Civ. Code §
21 1021.5) and costs.

22 177. PLAINTIFF is further informed and believes that the aforesaid conduct was
23 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)
24 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of

1 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise
2 specifically from common law, which in turn means the limitation of § 3294(a) (“In an action for
3 the breach of an obligation not arising from contract ...”) does not apply. Upon information and
4 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other
5 military families throughout the State of California, which means DEFENDANTS deserve to
6 suffer exemplary damages so that they do not inflict similar violations upon other military families,
7 in addition to deserving punishment for attempting to rip off PLAINTIFF.

8 178. Under California law, even where a claim formally sounds in negligence, if the
9 plaintiff can make a showing that defendant's conduct goes beyond gross negligence and
10 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re*
11 *Yahoo! Inc. Customer Data Security Breach Litigation* (N.D.Cal. 2018) 313 F.Supp.3d 1113.

12 179. As PLAINTIFF currently remains on orders for active-duty deployment, any
13 calculation of the period of statute of limitations has been tolled by the time period of deployment
14 pursuant to Calif. Military and Vets’ Code §404.

15 **FIFTH CAUSE OF ACTION**
16 **INTENTIONAL/RECKLESS MISREPRESENTATIONS**
17 **(AS AGAINST ALL DEFENDANTS)**

18 180. PLAINTIFF repeats, re-alleges, and incorporates by reference each of the above
19 paragraphs as though set forth fully herein.

20 181. DEFENDANTS misrepresented to PLAINTIFF that she is protected from
21 foreclosure and that she is protected under “certain state laws”.

22 182. However, DEFENDANTS’ representations were false, as DEFENDANTS did not
23 have either the ability or the intent to provide PLAINTIFF with the foreclosure protections and
24 the state laws to which she is unequivocally entitled.

1 183. DEFENDANTS uttered these statements with the intent to induce PLAINTIFF'S
2 reliance on them.

3 184. DEFENDANTS are in possession of the letters, notes, and phone call recordings
4 of the misrepresentations made to PLAINTIFF, which means DEFENDANTS are assumed to
5 possess knowledge of the facts at least equal, if not superior, to that possessed by PLAINTIFF.

6 185. PLAINTIFF justifiably relied on these statements at taking advantage of the
7 deferment protections and not seeking refinancing with any other lender that actually had the
8 ability and intent to properly implement the mandatory deferment protections.

9 186. However, as a direct result of the falsity of the representations, PLAINTIFF has
10 since been forced to suffer emotional and financial injuries to their detriment.

11 187. DEFENDANTS knew, or acted with reckless disregard⁴, that their representations
12 were false and knew that PLAINTIFF were relying on such representations to their detriment.

13 188. DEFENDANTS had no reasonable grounds for believing the representations were
14 true when made.

15 189. As a direct and proximate result of DEFENDANTS' actions, PLAINTIFF has
16 suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

17 190. PLAINTIFF is also entitled to, and seek, attorneys' fees (pursuant to Civ. Code §
18 1021.5) and costs.

19 191. PLAINTIFF is further informed and believes that the aforesaid conduct was
20 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)

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22
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24 ⁴ A defendant may be liable for deceit without actual knowledge that the representation was false if the plaintiff can
prove the defendant's reckless disregard for the truth. CAL. CIV. CODE §1710(1); *In re Cheryl E.*, 161 Cal. App. 3d
587, 599, 207 Cal. Rptr. 728 (1984).

1 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of
2 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise
3 specifically from common law, which in turn means the limitation of § 3294(a) (“In an action for
4 the breach of an obligation not arising from contract ...”) does not apply. Upon information and
5 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other
6 military families throughout the State of California, which means DEFENDANTS deserve to
7 suffer exemplary damages so that they do not inflict similar violations upon other military families,
8 in addition to deserving punishment for attempting to rip off PLAINTIFFS themselves.

9 192. Under California law, even where a claim formally sounds in negligence, if the
10 plaintiff can make a showing that defendant's conduct goes beyond gross negligence and
11 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re*
12 *Yahoo! Inc. Customer Data Security Breach Litigation* (N.D.Cal. 2018) 313 F.Supp.3d 1113.

13 193. As PLAINTIFF currently remains on orders for active-duty deployment, any
14 calculation of the period of statute of limitations has been tolled by the time period of deployment
15 pursuant to Calif. Military and Vets’ Code §404.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PLAINTIFF prays that judgment be entered against each DEFENDANT
18 individually, in favor of PLAINTIFF, and that PLAINTIFF be awarded damages as follows:

19 1. Actual damages, as it relates to each and every cause of action provided herein, or
20 as the jury may allow, subject to proof at jury trial;

21 2. Punitive damages, from each DEFENDANT individually, in favor of PLAINTIFF,
22 pursuant to Cal. Civ. Code § 3294, as the jury may allow, subject to proof at jury trial;

23 3. Plus, statutory damages of \$5,000.00 for each individual willful violation of the
24 Calif. Consumer Credit Reporting Agencies Act, pursuant to Calif. Civ. Code § 1785.31(a)(2)(A)-

1 (C);

2 4. Plus, statutory damages of \$1,000.00 from each DEFENDANT individually and
3 for PLAINTIFF pursuant to Calif. Civ. Code §1788.30(b);

4 5. Prejudgment interest at the maximum legal rate;

5 6. Reasonable attorneys' fees and costs;

6 7. General, special and consequential damages, to the extent allowed by law; and

7 8. Such other relief as the arbitrator may deem just and proper.

8 **TRIAL BY JURY**

9 Pursuant to the Seventh Amendment to the Constitution of the United States of America,
10 Plaintiff is entitled to, and so demand, a trial by jury.

11
12 DATED: 3-4-22

SEMNR & HARTMAN, LLP

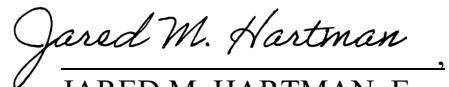
13 
14 JARED M. HARTMAN, Esq.
15 Attorneys for Plaintiff
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24

EXHIBIT A



55 Beattie Place, Suite 110
Greenville, SC 29601

Toll Free Phone 1-866-317-2347
Toll Free Fax 1-866-467-1137

Hours of Operation
Monday-Friday 8:00AM 10:00PM
Saturday 8:00AM-3:00PM

March 04, 2020

Jennifer Runowski
[REDACTED]

RE: Reference Number: [REDACTED]

Dear Jennifer Runowski:

This letter is in response to your recent inquiry regarding the above referenced loan. NewRez LLC ("NewRez") began servicing the loan on or about February 04, 2020.

Upon review of the loan, we have approved the benefits and protections offered under the Servicemembers Civil Relief Act ("SCRA"). The SCRA offers a 6.00% interest rate cap and protection from foreclosure, for the term of active duty, plus 12 months. We have applied these protections to the loan. Please note, this loan already has an interest rate below 6.00%, so there will be no reduction in interest rate or payment amount. Per the Military Orders you provided, the expected date of return is September 30, 2020. The protections under the SCRA are scheduled to expire on October 1, 2021. If you receive an extension of Orders, please forward those to NewRez and we will gladly update the term of protection.

Regarding your request under the California legislation, we must inform you that the investor of this loan is Government National Mortgage Association ("GNMA"). This investor does not allow for deferments and does not make any exceptions in this case. We understand this may be disappointing news. Should you feel the monthly payments will be unaffordable and default is imminent, NewRez is willing to consider other options, such as a forbearance (postponement of Principal payments), as allowed by the U.S. Department of Housing and Development. We will gladly explore options for relief upon receiving further documentation regarding the servicemembers income.

The employer of a reservist shall furnish the letter or other comparable evidence showing that the employer's compensation policy does not provide continuing income to the reservist, including the reservist's military pay, of more than 90 percent of the reservist's monthly salary and wage income earned before the call to active duty. Under the California Military Code, section 800, it is the discretion of NewRez to require this evidence to determine eligibility for the relief.

This documentation may be forwarded to:

Mail: PO Box 10826, Greenville, SC 29603

Email: loanservicing@newrezservicing.com

Fax: 866-467-1137

Upon receipt of the above described documentation, NewRez will evaluate your request further.

If you have any additional questions or concerns, please contact our Customer Service department at 866-317-2347.

Sincerely,

Customer Service
NewRez LLC

Please read the following important notices as they may affect your rights.

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: NewRez LLC P.O. Box 10826 Greenville, SC 29603.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-317-2347 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-317-2347, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation. The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors

may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación. El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov.

EXHIBIT B



55 Beattie Place, Suite 110
Greenville, SC 29601

Toll Free Phone 1-866-317-2347
Toll Free Fax 1-866-467-1137

Hours of Operation
Monday-Friday 8:00AM 10:00PM
Saturday 8:00AM-3:00PM

March 31, 2020

Jennifer Runowski
[REDACTED]

RE: Subject Property: [REDACTED]
Reference Number: [REDACTED]

Dear Jennifer Runowski:

This letter is in response to your recent inquiry regarding the above referenced loan. NewRez LLC ("NewRez") began servicing the loan on or about February 4, 2020.

Thank you for providing proof of Civilian Leave and Earnings Statement Les regarding Servicemembers Civil Relief Act ("SCRA").

Upon review, NewRez mailed a SCRA Approval letter to you on March 5, 2020.

At that time, NewRez detailed the interest rate for the loan was reduced to 4.625% and should be reflected on the next billing statement. The reduction will remain in effect for the period of time specified in the order your provided plus twelve (12) months.

Furthermore, a specialist has been assigned to your loan to assist you with loss mitigation options. His name is Graylon Murray and you may reach him at 866-825-2174, extension 6635.

Additionally, although NewRez aims to respond to homeowner correspondence as quickly as possible, by law we are required to investigate homeowner claims, make any necessary corrections, and respond to the homeowner within 30 days.

As of the date of this communication, the loan is current with the next installment due April 1, 2020.

Upon investigation of your dispute, NewRez has been unable to determine that an error occurred. You have the right to request documentation supporting our determination.

Enclosed is a copy of the SCRA Approval Letter.

If you have any additional questions or concerns, please contact our Customer Service department at 866-317-2347.

Sincerely,

Compliance Department
NewRez LLC

Please read the following important notices as they may affect your rights.

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If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

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A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-317-2347 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-317-2347, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation. The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su

reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación. El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov.

EXHIBIT C



DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

6-811-09776-0006613-001-000-000-000-000

JENNIFER RUNOWSKI

MORTGAGE STATEMENT

Statement Date: 03/21/2020

Account Number
Next Due Date 04/01/2020
Amount Due \$8,410.01
If payment is received after 04/16/2020, \$0.00 late fee may be assessed.

Phone: 866-317-2347
Website: www.newrez.com

Explanation of Amount Due

Principal	\$745.90
Interest	\$2,066.30
Escrow (Taxes and Insurance)	\$886.32
Regular Monthly Payment	\$3,698.52
Total Fees and Charges	\$0.00
Overdue Payment	\$4,711.49
Total Amount Due	\$8,410.01

Account Information

Outstanding Principal \$536,865.16
Interest Rate 4.6250%
Prepayment Penalty None
Property Address: [REDACTED]
Contractual Due Date: March 1, 2020
Current Escrow Balance: \$5,659.61

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$1,477.52	\$2,212.03
Interest	\$4,146.88	\$6,224.57
Escrow	\$1,772.64	\$2,664.78
Fees/Late Charges	\$0.00	\$912.41
Unapplied Partial Payment	\$0.00	\$4.44
Total	\$7,397.04	\$12,018.23

Transaction Activity (02/21/2020 - 03/20/2020)

Date	Description	Charges	Payments
02/28/2020	Regular Payment - (Due 1/1/2020)	\$0.00	\$3,698.52
03/13/2020	Regular Payment - (Due 2/1/2020)	\$0.00	\$3,698.52

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.newrez.com or request a copy to be mailed to you by calling us at 866-317-2347.

Interested in refinancing or purchasing a new home? We're here to help – call (833) 422-3380 to speak with a loan officer today!
For questions regarding the servicing of your loan, please contact customer care at 866-317-2347.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Detach and return with payment.



Loan Number: [REDACTED]
JENNIFER RUNOWSKI

Property Address: [REDACTED]

NewRez LLC
c/o SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date 04/01/2020
Total Amount Due \$8,410.01
\$0.00 late fee may be charged after 04/16/2020

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

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Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

NewRez LLC
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NewRez LLC may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, NewRez LLC may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 866-317-2347.

If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that NewRez LLC utilizes third-party providers in connection with the servicing of your loan, but NewRez LLC remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)
☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT D



MORTGAGE STATEMENT

Statement Date: 04/19/2020

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

8-811-10096-0007230-001-000-000-000-000

JENNIFER RUNOWSKI

Account Number
Next Due Date 05/01/2020
Amount Due \$7,497.60
If payment is received after 05/16/2020, \$0.00 late fee may be assessed.

Phone: 866-317-2347
Website: www.newrez.com

Explanation of Amount Due

Principal	\$748.77
Interest	\$2,063.43
Escrow (Taxes and Insurance)	\$886.32
Regular Monthly Payment	\$3,698.52
Total Fees and Charges	\$0.00
Overdue Payment	\$3,799.08
Total Amount Due	\$7,497.60

Account Information

Outstanding Principal \$536,122.13
Interest Rate 4.6250%
Prepayment Penalty None
Property Address: [REDACTED]
Contractual Due Date: April 1, 2020
Current Escrow Balance: \$1,900.85

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$743.03	\$2,955.06
Interest	\$2,069.17	\$8,293.74
Escrow	\$886.32	\$3,551.10
Fees/Late Charges	\$916.85	\$1,829.26
Unapplied Partial Payment	-\$4.44	\$0.00
Total	\$4,610.93	\$16,629.16

Transaction Activity (03/21/2020 - 04/18/2020)

Date	Description	Charges	Payments
03/23/2020	County Tax Bill 2	\$4,645.08	\$0.00
03/30/2020	Regular Payment - (Due 3/1/2020)	\$0.00	\$3,698.52
03/30/2020	Partial Payment Unapplied*	\$0.00	-\$4.44
03/30/2020	Property Inspection Payment	\$0.00	\$4.44
04/14/2020	Late Charge Payment	\$0.00	\$912.41

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.newrez.com or request a copy to be mailed to you by calling us at 866-317-2347.

Interested in refinancing or purchasing a new home? We're here to help – call (833) 422-3380 to speak with a loan officer today!
For questions regarding the servicing of your loan, please contact customer care at 866-317-2347.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Detach and return with payment.



Loan Number: [REDACTED]
JENNIFER RUNOWSKI

Property Address: [REDACTED]

NewRez LLC
c/o SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date 05/01/2020
Total Amount Due \$7,497.60
\$0.00 late fee may be charged after 05/16/2020

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

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NewRez LLC
P.O. Box 10826
Greenville, SC 29603

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Address, Phone, and Name Changes

Type of change (check all that apply)
☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

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EXHIBIT E



DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

6-811-10431-0007498-001-000-000-000-000

JENNIFER RUNOWSKI

MORTGAGE STATEMENT

Statement Date: 05/20/2020

Account Number	
Next Due Date	06/01/2020
Amount Due	\$10,309.80
If payment is received after 06/16/2020, \$0.00 late fee may be assessed.	

Phone: 866-317-2347
Website: www.newrez.com

Explanation of Amount Due	
Principal	\$751.66
Interest	\$2,060.54
Escrow (Taxes and Insurance)	\$886.32
Regular Monthly Payment	\$3,698.52
Total Fees and Charges	\$0.00
Overdue Payment	\$6,611.28
Total Amount Due	\$10,309.80

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$886.32	\$886.32
Total	\$886.32	\$17,515.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (04/19/2020 - 05/19/2020)

Date	Description	Charges	Payments
04/30/2020	Hazard Disbursement	\$1,207.00	\$0.00
05/01/2020	Partial Payment Unapplied*	\$0.00	\$886.32

Important Messages

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Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments, and payment deferment. Call us at 866-825-2174 or visit www.shellpointmtg.com to see if you qualify.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.newrez.com or request a copy to be mailed to you by calling us at 866-317-2347.

Interested in refinancing or purchasing a new home? We're here to help – call (833) 422-3380 to speak with a loan officer today!

For questions regarding the servicing of your loan, please contact customer care at 866-317-2347.

For information about your payments, total amount due, and any additional payment history, see reverse side.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 05/20/2020, you are 49 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 12/01/19: fully paid on 01/29/20
- o Payment due 01/01/20: fully paid on 02/28/20
- o Payment due 02/01/20: fully paid on 03/13/20
- o Payment due 03/01/20: fully paid on 03/30/20
- o Payment due 04/01/20: unpaid balance of \$2,912.76
- o Payment due 05/01/20: unpaid balance of \$3,698.52
- o Payment due 06/01/20: current payment due

o Total: \$10,309.80 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Loan Number: JENNIFER RUNOWSKI

Property Address:

NewRez LLC
c/o SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	06/01/2020
Total Amount Due	\$10,309.80
\$0.00 late fee may be charged after 06/16/2020	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

NewRez LLC
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NewRez LLC may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, NewRez LLC may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 866-317-2347.

If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that NewRez LLC utilizes third-party providers in connection with the servicing of your loan, but NewRez LLC remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:

Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT F



75 Beattie Place, Suite 300
Greenville, SC 29601

Toll Free Phone: 1-800-365-7107
Toll Free Fax: 1-866-467-1187
Email: escalations@shellpointmtg.com

Hours of Operation
Monday-Friday 8:00AM 10:00PM
Saturday 8:00AM-3:00PM

June 23, 2020

JENNIFER RUNOWSKI

Via Email: [REDACTED]

RE: Reference #:
Account #:
Property:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear JENNIFER RUNOWSKI:

We received your inquiry regarding the above referenced mortgage loan, and we have provided the requested information below.

NewRez LLC d/b/a Shellpoint Mortgage Servicing is currently the owner of the account number ending in 7008. Shellpoint Mortgage Servicing ("Shellpoint") began servicing the loan on the behalf of the owner referenced above on or about February 04, 2020. As of the date of this response, the unpaid principal balance is \$536,122.13. Note that interest, payments, credits, and other allowable charges may cause the loan's balance to vary daily; therefore, you should contact Shellpoint at (866) 316-4706 to determine the exact balance.

Shellpoint acknowledges your correspondence, dated May 21, 2020, regarding your request for a deferment. Regretfully, the loan's investor does not allow for deferments under the California Military Code. We understand this news may be disappointing. Should you require further loss mitigation assistance, we respectfully request that you contact the loan's assigned representative, Lateasa Young, at (866) 825-2174, extension 5988 or via email at lyoung@shellpointmtg.com. You may also contact Shellpoint's Loss Mitigation Department directly at (866) 825-2174.

You have the right to request documentation supporting our determination that no error has occurred in the servicing of the loan.

Should you have further questions, you may contact Shellpoint's Escalation Department at (888) 536-9761 Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. (EST). You may also reach us via email at escalations@shellpointmtg.com.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 800-365-7107.

Sincerely,

Escalation Department
Shellpoint Mortgage Servicing

Please read the following important notices as they may affect your rights.

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 800-365-7107 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 800-365-7107, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation. The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación. El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov.

EXHIBIT G



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

4-811-10771-0010197-002-000-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 06/20/2020

Account Number	
Next Due Date	07/01/2020
Amount Due	\$13,109.76
If payment is received after 07/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due	
Principal	\$754.55
Interest	\$2,057.65
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$9,422.80
Total Amount Due	\$13,109.76

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$887.00	\$1,773.32
Total	\$887.00	\$18,402.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (05/20/2020 - 06/19/2020)

Date	Description	Charges	Payments
05/29/2020	Partial Payment Unapplied*	\$0.00	\$887.00

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments, and payment deferment. Call us at 866-825-2174 or visit www.shellpointmtg.com to see if you qualify.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For questions regarding the servicing of your loan, please contact us care at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. **Call 800-365-7107** to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

For information about your payments, total amount due, and any additional payment history, see reverse side.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 06/20/2020, you are 80 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 01/01/20: fully paid on 02/28/20
- o Payment due 02/01/20: fully paid on 03/13/20
- o Payment due 03/01/20: fully paid on 03/30/20
- o Payment due 04/01/20: unpaid balance of \$2,025.76
- o Payment due 05/01/20: unpaid balance of \$3,698.52
- o Payment due 06/01/20: unpaid balance of \$3,698.52
- o Payment due 07/01/20: current payment due

o Total: \$13,109.76 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number: JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	07/01/2020
Total Amount Due	\$13,109.76
\$0.00 late fee may be charged after 07/16/2020	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address
You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address

☐ Phone

☐ Name**

☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT H



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

JENNIFER RUNOWSKI

MORTGAGE STATEMENT

Statement Date: 07/20/2020

Account Number	
Next Due Date	08/01/2020
Amount Due	\$15,976.72
If payment is received after 08/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due	
Principal	\$757.46
Interest	\$2,054.74
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$12,289.76
Total Amount Due	\$15,976.72

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$820.00	\$2,593.32
Total	\$820.00	\$19,222.48

Account Information	
Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (06/20/2020 - 07/19/2020)			
Date	Description	Charges	Payments
06/30/2020	Partial Payment Unapplied*	\$0.00	\$820.00

Important Messages
* Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages
Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.
For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.
Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.
For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice
You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 07/20/2020, you are 110 days delinquent on your mortgage loan.
Recent Account History
o Payment due 02/01/20: fully paid on 03/13/20
o Payment due 03/01/20: fully paid on 03/30/20
o Payment due 04/01/20: unpaid balance of \$1,205.76
o Payment due 05/01/20: unpaid balance of \$3,698.52
o Payment due 06/01/20: unpaid balance of \$3,698.52
o Payment due 07/01/20: unpaid balance of \$3,686.96
o Payment due 08/01/20: current payment due
o Total: \$15,976.72 due. You must pay this amount to bring your loan current.
If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.

Loan Number: 3
JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	08/01/2020
Total Amount Due	\$15,976.72
\$0.00 late fee may be charged after 08/16/2020	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing’s NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

****Please remember:**
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

EXHIBIT I



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

9-811-11416-0011394-002-100-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 08/20/2020

Account Number	
Next Due Date	09/01/2020
Amount Due	\$19,653.68
If payment is received after 09/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$760.38
Interest	\$2,051.82
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$15,976.72
Total Amount Due	\$19,653.68

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$19,222.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (07/20/2020 - 08/19/2020)

Date	Description	Charges	Payments
07/31/2020	NSF Fee Waiver	-\$10.00	\$0.00

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 08/20/2020, you are 141 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 03/01/20: fully paid on 03/30/20
- o Payment due 04/01/20: unpaid balance of \$1,205.76
- o Payment due 05/01/20: unpaid balance of \$3,698.52
- o Payment due 06/01/20: unpaid balance of \$3,698.52
- o Payment due 07/01/20: unpaid balance of \$3,676.96
- o Payment due 08/01/20: unpaid balance of \$3,686.96
- o Payment due 09/01/20: current payment due

o Total: \$19,653.68 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number:
JENNIFER RUNOWSKI

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date	09/01/2020
Total Amount Due	\$19,653.68
\$0.00 late fee may be charged after 09/16/2020	

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing’s NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)
☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT J



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

7-811-11716-0010413-002-100-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 09/20/2020

Account Number	
Next Due Date	10/01/2020
Amount Due	\$23,340.64
If payment is received after 10/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$763.31
Interest	\$2,048.89
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$19,653.68
Total Amount Due	\$23,340.64

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$19,222.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (08/20/2020 - 09/19/2020)

Date	Description	Charges	Payments
	*No transaction activity during this period.		

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. **Call 800-365-7107** to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

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For information about your payments, total amount due, and any additional payment history, see reverse side.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 09/20/2020, you are 172 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 04/01/20: unpaid balance of \$1,205.76
- o Payment due 05/01/20: unpaid balance of \$3,698.52
- o Payment due 06/01/20: unpaid balance of \$3,698.52
- o Payment due 07/01/20: unpaid balance of \$3,676.96
- o Payment due 08/01/20: unpaid balance of \$3,686.96
- o Payment due 09/01/20: unpaid balance of \$3,686.96
- o Payment due 10/01/20: current payment due

o Total: \$23,340.64 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number: 3
JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date	10/01/2020
Total Amount Due	\$23,340.64
\$0.00 late fee may be charged after 10/16/2020	

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

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If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

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Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

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A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)
☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT K



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

6-811-12066-0011570-002-000-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 10/20/2020

Account Number	
Next Due Date	11/01/2020
Amount Due	\$27,027.60
If payment is received after 11/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due	
Principal	\$766.25
Interest	\$2,045.95
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$23,340.64
Total Amount Due	\$27,027.60

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$19,222.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	\$693.85

Transaction Activity (09/20/2020 - 10/19/2020)

Date	Description	Charges	Payments
*No transaction activity during this period.			

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

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For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 10/20/2020, you are 202 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 05/01/20: unpaid balance of \$4,904.28
- o Payment due 06/01/20: unpaid balance of \$3,698.52
- o Payment due 07/01/20: unpaid balance of \$3,676.96
- o Payment due 08/01/20: unpaid balance of \$3,686.96
- o Payment due 09/01/20: unpaid balance of \$3,686.96
- o Payment due 10/01/20: unpaid balance of \$3,686.96
- o Payment due 11/01/20: current payment due

o Total: \$27,027.60 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number: JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	11/01/2020
Total Amount Due	\$27,027.60
\$0.00 late fee may be charged after 11/16/2020	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

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Notice of Error or Information Request Address

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Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

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Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)
☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT L



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

8-811-12417-0011758-002-000-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 11/19/2020

Account Number	
Next Due Date	12/01/2020
Amount Due	\$30,714.56
If payment is received after 12/16/2020, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$769.21
Interest	\$2,042.99
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$27,027.60
Total Amount Due	\$30,714.56

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$19,222.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	-\$3,991.26

Transaction Activity (10/20/2020 - 11/18/2020)

Date	Description	Charges	Payments
11/17/2020	County Tax Bill 1	\$4,685.11	\$0.00

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

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For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 11/19/2020, you are 232 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 06/01/20: unpaid balance of \$8,602.80
- o Payment due 07/01/20: unpaid balance of \$3,676.96
- o Payment due 08/01/20: unpaid balance of \$3,686.96
- o Payment due 09/01/20: unpaid balance of \$3,686.96
- o Payment due 10/01/20: unpaid balance of \$3,686.96
- o Payment due 11/01/20: unpaid balance of \$3,686.96
- o Payment due 12/01/20: current payment due

o Total: \$30,714.56 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number: JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date	12/01/2020
Total Amount Due	\$30,714.56
\$0.00 late fee may be charged after 12/16/2020	

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

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Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

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Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

****Please remember:**
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

EXHIBIT M



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

9-811-12878-0011409-002-000-010-000-000

JENNIFER RUNOWSKI

Representation of Printed Document

MORTGAGE STATEMENT

Statement Date: 12/20/2020

Account Number	
Next Due Date	01/01/2021
Amount Due	\$34,401.52
If payment is received after 01/16/2021, \$0.00 late fee may be assessed.	

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$772.17
Interest	\$2,040.03
Escrow (Taxes and Insurance)	\$874.76
Regular Monthly Payment	\$3,686.96
Total Fees and Charges	\$0.00
Overdue Payment	\$30,714.56
Total Amount Due	\$34,401.52

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,955.06
Interest	\$0.00	\$8,293.74
Escrow	\$0.00	\$3,551.10
Fees/Late Charges	\$0.00	\$1,829.26
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$19,222.48

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	-\$3,991.26

Transaction Activity (11/19/2020 - 12/19/2020)

Date	Description	Charges	Payments
*No transaction activity during this period.			

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. **Call 800-365-7107** to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 12/20/2020, you are 263 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 07/01/20: unpaid balance of \$12,279.76
- o Payment due 08/01/20: unpaid balance of \$3,686.96
- o Payment due 09/01/20: unpaid balance of \$3,686.96
- o Payment due 10/01/20: unpaid balance of \$3,686.96
- o Payment due 11/01/20: unpaid balance of \$3,686.96
- o Payment due 12/01/20: unpaid balance of \$3,686.96
- o Payment due 01/01/21: current payment due

o Total: \$34,401.52 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Mortgage Servicing

Loan Number: JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date	01/01/2021
Total Amount Due	\$34,401.52
\$0.00 late fee may be charged after 01/16/2021	

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing’s NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

****Please remember:**
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

EXHIBIT N



DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

2-811-17545-0000961-001-000-010-000-000

JENNIFER RUNOWSKI

MORTGAGE STATEMENT

Statement Date: 12/20/2021

Account Number	
Next Due Date	01/01/2022
Amount Due	\$79,040.33
If payment is received after 01/16/2022, \$112.49 late fee may be assessed.	

Phone: 866-317-2347
Website: www.shellpointmtg.com

Explanation of Amount Due	
Principal	\$808.65
Interest	\$2,003.55
Escrow (Taxes and Insurance)	\$883.02
Regular Monthly Payment	\$3,695.22
Total Fees and Charges	\$112.49
Overdue Payment	\$75,232.62
Total Amount Due	\$79,040.33

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
Unapplied Partial Payment	\$0.00	\$2,593.32
Total	\$0.00	\$2,593.32

Account Information

Outstanding Principal	\$536,122.13
Interest Rate	4.6250%
Prepayment Penalty	None
Property Address:	
Contractual Due Date:	April 1, 2020
Current Escrow Balance:	-\$14,603.77

Transaction Activity (11/19/2021 - 12/19/2021)

Date	Description	Charges	Payments
11/29/2021	County Tax Bill 1	\$4,724.68	\$0.00
12/17/2021	Late Charge Assess (because full payment not received by 12/16/2021)	\$112.49	\$0.00

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 866-317-2347 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. Call 866-317-2347 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 866-317-2347.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 12/20/2021, you are 628 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 07/01/21: unpaid balance of \$56,531.54
- o Payment due 08/01/21: unpaid balance of \$3,695.22
- o Payment due 09/01/21: unpaid balance of \$3,695.22
- o Payment due 10/01/21: unpaid balance of \$3,807.71
- o Payment due 11/01/21: unpaid balance of \$3,807.71
- o Payment due 12/01/21: unpaid balance of \$3,807.71
- o Payment due 01/01/22: current payment due

o Total: \$79,040.33 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Loan Number: JENNIFER RUNOWSKI

Property Address:

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due	
Payment Due Date	01/01/2022
Total Amount Due	\$79,040.33
\$112.49 late fee may be charged after 01/16/2022	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

Important Notice: Newrez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Newrez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint Mortgage Servicing may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 866-317-2347.

If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

****Please remember:**
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) ____-____ Evening (____) ____-____ Email Address _____

FEE SCHEDULE

The following range of fees list provides general information of common non-state specific costs that could be associated with servicing your mortgage loan. It is not a complete list of all costs that could be assessed to such an account. This schedule is provided for informational purposes only.

Type of Fee	Description	Minimum	Maximum ¹
Late Charge Fee	Assessed for payments received after the due date and expiration of any applicable grace period	Up to 5% ¹	
NSF or Returned Check Fee	Fee assessed when a payment is rejected by your bank upon second presentment	\$0	\$50 ¹
Prepayment Fee	A fee that may be required, based on your loan documents, if you prepay the loan	See Loan Documents ²	
Property Valuation Fee	Fee charged if we are required to determine the condition and value of your home; may be in the form of a Broker Price Opinion, appraisal, or other Valuation of Property	\$80	\$450
Property Inspection Fee	Fee charged if we are required to determine the condition of your property	\$0	\$50
Appraisal Fee	Fee charge to conduct an appraisal of fair market value based on an inspection of the interior and/or exterior of a property.	\$95	\$1,200
Property Preservation Fee	If the property is vacant and/or abandoned services may be provided to treat and prevent damages to the property per service needed	\$5	\$3,000
Field Visit Fee	Fee charged if we are required to send a field agent to deliver a notice and determine the occupancy status of the property	\$40	\$60
Partial Release/Land Transaction/Trust Fee/CEMA/COOP	Fee charged for processing, evaluating and approving requests to release or modify collateral or assign/deliver to a new lender.	\$0	\$250
Lien Release Fee	Fee charged at payoff for preparing the documents to release the lien on your property	\$0	\$100
Recording Fee	Fee charged by the county clerk to record the release or satisfaction of lien at payoff	\$0	\$1,000 ³
Subordination Fee	Charge for making a lien on a property subject or junior to a priority lien	\$0	\$300
Breach Letter Fees	Fee charged to send letters because of a default on your loan	\$0	\$35
Bankruptcy Fees and Costs	Fee charged once a bankruptcy is filed, attorney costs may be incurred as part of the bankruptcy process per action needed	\$0	\$2,000
Litigation Fees and Costs	Fee charged as a result of litigating a claim against borrower	\$350	\$20,000
Attorney Fees and Costs	Fee charges to compensate attorney for services rendered	\$30	\$35,000

The frequency of the costs will depend on how often services are requested or required, your payment status, and both investor and legal requirements.

The following range of fees below will be imposed for services you request. You will be asked to agree to pay these charges at the time you request the service.

Type of Fee	Description	Minimum	Maximum ¹
Convenience Fee	Fee charged for making a payment by phone with an agent or over the internet	\$0	\$20
Loan Document Fee	Fee charged for documentation that is an over burdensome volume of document copy request for loan documents.	\$0	\$5 per doc
Deed of Trust Copy Fee	Fee charged for a copy of the Deed of Trust or Mortgage	\$0	\$8
Amortization Schedule	Fee charged for a copy of the Amortization Schedule. (Please note that we are unable to provide an amortization schedule on daily simple interest loans and option ARM loans)	\$0	\$10
Recasting Fee	Fee charged for recasting (or re-amortize) the loan after an additional sum of money to substantially reduce the UPB of the loan and lower the monthly payment	\$0	\$300
3rd Party Verification Fee	Fee charged to provide a verification of mortgage to a third party	\$0	\$10
Title Search Fee	Fee charged as a result of performing a title search	\$125	\$150
Payoff Fee	A payoff service fee is charged for providing a payoff, as applicable by state law.	\$0	\$30
Expedited Document Fee	Charged when a document is prepared and sent via fax or certified mail to the borrower or an authorized third party.	\$0	\$10
Assumption Fee	Fee charged for the processing of a loan assumption.	\$0	\$2,000
Maturity Extension Fee	Fee charged for extending maturity date three or six months per client direction.	0% of unpaid principle	2% of unpaid principle

¹The maximum fee allowable varies according to state law and will not exceed state allowable limits.

² The prepayment fee, if applicable, is dictated by state law, is usually calculated based on a percentage of your loan amount, and can vary widely. Accordingly, a more accurate prepayment fee estimate can be found in your loan documents.

³ Recording fees vary by state and county. Shellpoint Mortgage Servicing will follow the fee schedule, adopted by the county and state you reside in, which applies to your loan.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is for informational purposes only. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

FACTS

WHAT DOES NEWREZ LLC DO WITH YOUR PERSONAL INFORMATION?



Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and income
- credit history and credit scores
- account balances and payment history
- insurance information

How?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Newrez LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Newrez share?	Can you limit this sharing?
For our everyday business purposes: such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call 866-317-2347 to speak to a representative
 - Mail the form below
- Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?

Call us at 866-317-2347.

Mark any/all you want to limit:

- ☐ Do not market directly to me; or, Do not market to me: ☐ by email ☐ by telephone ☐by direct mail
- ☐ Do not share my personal information with other financial institutions to jointly market to me.
- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with nonaffiliates to market their products and services to me.

Name

Address

City, State, Zip

Loan #

Mail to:
Newrez LLC
P.O. Box 10826
Greenville, SC 29603

What we do	
How does Newrez LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.
How does Newrez LLC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">• apply for a loan or give us your income information• provide account information or provide employment information• perform transactions with us• make mortgage payments or provide your mortgage information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none">• sharing for affiliates' everyday business purposes - information about your creditworthiness• affiliates from using your information to market to you• sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See <i>Other important information</i> section below for more information on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include: <ul style="list-style-type: none">• financial companies such as <i>Aim High Mortgage, LLC, Caliber Home Loans, Inc., Capital Partners Mortgage, LLC, Carolina One Mortgage, LLC, Coast One Mortgage LLC, Conway Financial Services, LLC, Guaranty Mortgage Services, LLC, Homeowners First Mortgage, LLC, Landed Home Loans LLC, Meritane Financial LLC, Milestone Home Lending, LLC, Mission Mortgage LLC, Newrez LLC, Newrez Mortgage LLC, Partners United Financial, LLC, Plus Relocation Mortgage, LLC, Preferred Lending Services, LLC, Sanctuary Home Mortgage LLC, Shellpoint Partners LLC, Shelter Home Mortgage, LLC, Shelter Lending Services, L.L.C., Shelter Mortgage Company, L.L.C., Summit Home Mortgage, LLC, Synergy Home Mortgage, LLC, and Your Home Financial LLC</i> ;• and nonfinancial companies, such as <i>Avenue 365 Lender Services, LLC, Avenue Title Agency, LLC, Covius Services, LLC, and EStreet Appraisal Management Company</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">• <i>Nonaffiliates we share with can include financial services companies, insurance companies, direct marketing companies, and service providers.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none">• <i>Our joint marketing partners may include financial services companies, realtors, builders, insurance companies, and other residential real estate companies.</i>
Other important information	
<div><div>Newrez LLC P.O. Box 10826 Greenville, SC 29603</div><div>Toll Free Phone: 866-317-2347 Toll Free Fax: 866-467-1137 Contact us online: www.newrez.com</div></div> <div><div>Main Office NMLS ID #3013 Houston, TX Branch Office NMLS ID #1105392</div><div>Monday-Friday: 8:00AM-10:00PM Saturday: 8:00AM-3:00PM</div></div>	
<p>Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.</p> <p>For Vermont and North Dakota Residents Only: If you are a Vermont or North Dakota resident, we will automatically limit the disclosure of your information within and outside our family of companies as permitted or required by applicable law or regulation.</p> <p>For Nevada Residents Only: We are providing you this notice pursuant to state law. You may request to be placed on our internal Do Not Call list by calling, 866-317-2347. For more information on this Nevada law contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 East Washington Avenue, Suite 3900, Las Vegas, NV 89101; telephone number: 702-486-3132; email: BCPINFO@ag.state.nv.us; Newrez LLC, P.O. Box 10826, Greenville, SC 29603-0826</p> <p>For California Residents Only: Please review our California Privacy Policy, www.newrez.com/ca-privacy-policy/, for additional information regarding your rights and how to make a verified request under California law. We do not sell personal information.</p>	

2-811-17545-0000961-001-7-000-010-000-000

Effective Date: September 1, 2021
Last Revised on: September 1, 2021
Last Reviewed on: September 1, 2021

Newrez LLC and its subsidiaries and affiliates (“we” or “Company”) respects your privacy and is committed to providing a transparent notice of our Privacy Notice and Disclosure for California Residents. This Privacy Notice and Disclosure for California Residents applies solely to those who reside in the State of California (“consumers” or “you”).
The purpose of this privacy notice and disclosure is to inform California residents, at or before the time of collection of personal information and to inform you as part of our privacy policies:

- Your “Right to Know” about personal information collected, used, and disclosed including:
 - What categories of personal information we collect from you and the purpose for its collection,
 - How we use those categories of personal information, and
 - How we share the personal information you entrust to us.
- Transparency about personal information that we sell and your right to opt-out of the sale of your personal information, now or in the future.
- Your “Right to Delete” personal information.
- How to submit a verified consumer request for your Right to Know or Right to Delete.
- How to use an authorized agent to submit a verified consumer request.
- Your “Right to Non-Discrimination” for the exercise of a privacy right.
- Changes to our privacy notice.
- Our contact information.

Privacy Notice and Disclosure for California Residents
Your Right to Know

You have the right to request that the Company disclose what personal information it collects, uses, discloses, and sells. You can do this through a verified consumer request. That process is described below in the section, “Submitting a Verified Consumer Request.” We collect personal information, which means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“personal information”). The following describes the personal information we collect from consumers and the purposes for which it is collected and used, as well as lists of categories of consumers’ personal information we have collected about consumers in the past 12 months, the categories of sources from which it was collected and categories of third parties with whom we share the personal information.

We collect/use, and have collected/used in the past 12 months, the following categories of personal information:

- **Identifiers** For example, a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers.
- **Personal Information Categories from Cal. Civ. Code § 1798.80(e):** For example, a name, signature, social security number, address, telephone number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information. Some personal information included in this category may overlap with other categories.
- **Characteristics of CA or Federal Protected Classifications:** For example, race, national origin, ethnicity, sex, age, gender, familial status, disability, or veteran status.
- **Internet or Other Similar Network Activity:** For example, browsing history, search history, and information regarding a consumer’s interaction with an Internet Web site, application, or advertisement.
- **Sensory or Surveillance Data:** For example, audio, electronic, visual, thermal, olfactory, or similar information that can be linked or associated with a particular consumer or household.
- **Professional or Employment-Related Information:** For example, compensation, current and past job history and verification of current and past employment.
- **Profile Data:** For example, inferences drawn from personal information to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We do not collect/use, and have not collected/used in the past 12 months, the following categories of personal information:

- **Commercial Information:** For example, records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **Biometric Information:** For example, physiological, biological or behavioral characteristics, including an individual’s deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.
- **Geolocation Data:** For example, information that can be used to determine a device’s physical location.
- **Education Information** (*defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99)*): Education records directly related to a student maintained by an education institution or party acting on its behalf, for example, non-public information that can be used to distinguish or trace an individual’s identity in relation to an educational institution either directly or indirectly through linkages with other information.

We collect this personal information for the following purposes:

- To fulfill or meet the reason for which the information is provided, including but not limited to:
 - To provide you with information, products or services that you request from us
 - Servicing transactions and accounts (e.g., customer service, maintaining and servicing accounts, customer verification, payment processing) and providing services on behalf of business or service provider (e.g., financing, advertising or

marketing, analytics)

- For our internal operation purposes, including but not limited to:
 - Auditing and quality assurance activities
 - Fraud and security detection
 - Debugging to identify and repair errors
- To comply with all applicable legal requirements, including but not limited to:
 - To provide to federal and state agencies as part of the loan process or their authority over the Company
 - To respond to law enforcement requests and as required by applicable law, court order or governmental regulations
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of a bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred
- To protect the rights, property or safety of us, our client or others
- To carry out our obligations and enforce our rights arising from any contracts entered between you and the Company

We collect personal information from the following sources:

- Information from you that you actively provide. We collect this information from sources such as from communications with us via online forms, e-mail, and telephone.
- Information from you that you passively provide from your use of our sites and services. We collect this information from sources such as web browsers, e-mails, apps, and smartphones. We may also collect this information from our observations and interactions with you.
- Information from third parties. We collect this information from sources such as our affiliates, credit reporting agencies, and marketing partners. We may also collect this information from your employer.

We have disclosed personal information to the following third parties for a business purpose:

- Cloud storage providers
- Payment processors
- Web analytics providers
- Web hosting service providers
- E-mail distribution service providers
- Help Desk service providers
- Financial and accounting service providers
- Cybersecurity service providers
- Logistics and planning tool providers
- Customer relationship management tool providers
- Business partners used throughout the loan origination process and the servicing of your loan, for example: real estate appraisers, credit reporting agencies, title insurance companies, auditors, property preservation companies, foreclosure law firms/trustees, as well as the owner/investor of your loan.
- Federal and state governmental agencies as part of the loan process or their supervision of the company.

Please note that Personal Information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (CalFIPA), and the Driver's Privacy Protection Act of 1994.

We will not collect additional categories of personal information or use the personal information for any other undisclosed purpose without providing you notice.

What we Sell and Right to Opt-Out

We do not sell the personal information of minors under 16 years of age without affirmative authorization. We do not sell and have not sold personal information to third parties in the preceding 12 months. As a California resident, you have the right to direct the Company to not sell your personal information, and to refrain from doing so in the future, which is called the “Right to Opt-Out.”

You may exercise your Right to Opt-Out by clicking “Do Not Sell My Personal Information” to use the webform

<https://privacyportal-cdn.onetrust.com/dsarwebform/df235747-59bf-4ec6-950d51e11eb73a43/23d78fe0-e965-4e87-9808-c23586134a71.html> **or by submitting a request by calling 866-317-2347.**

Authorized Agent for Opt-Out: If you use an authorized agent to exercise your right to opt-out of the sale of personal information, please note that we require that the authorized agent submit proof in the form of a written authorization from you that they have been authorized to act on your behalf.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by using the webform below: <https://privacyportal-cdn.onetrust.com/dsarwebform/df235747-59bf-4ec6-950d51e11eb73a43/23d78fe0-e965-4e87-9808-c23586134a71.html>

Your Right to Request Deletion of Your Personal Information

You have the right to request that the Company delete any of your personal information collected or maintained by the Company, subject to certain exceptions. You can do this through a verified consumer request. That process is described below in the section, “Submitting a Verified Consumer Request.”

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).

2-811-17545-0000961-001-9-000-010-000-000

- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Submitting a Verified Consumer Request

You have the right to submit verified consumer requests to know information or for deletion. The request to know can be for any or all of the following about you:

- (1) Specific pieces of personal information that the Company has;
- (2) Categories of personal information the Company has collected;
- (3) Categories of sources from which the personal information is collected;
- (4) Categories of personal information that the Company sold or disclosed for a business purpose;
- (5) Categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
- (6) The business or commercial purpose for collecting or selling personal information.

The request to delete is to delete any of your personal information collected or maintained by the Company, subject to certain exceptions.

You may only make a verifiable consumer request to know information twice within a 12-month period. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor’s identity or authority to make the request.

You can submit requests using the following webform <https://privacyportal-cdn.onetrust.com/dsarwebform/df235747-59bf-4ec6-950d-51e11eb73a43/23d78fe0-e965-4e87-9808c23586134a71.html> or by calling 866-317-2347. Your request will be verified using information you provide as described on the webform. If you call 866-317-2347 you will be asked to provide the same information requested on the webform for verification purposes.

Please note we are unable to disclose or provide you with your Social Security Number, Driver’s License Number, or other government issued identification number, financial account number, any health insurance or medical identification number, an account password, or security questions and answers.

Using an Authorized Agent to Submit a Request

Only you, a person registered with the California Secretary of State, or a person you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. If you use an authorized agent, you may provide a power of attorney executed pursuant to California Probate Code sections 4000 to 4465. If a power of attorney that meets those provisions is not submitted, you will be required to verify your identity directly by submitting a verified consumer request according to the procedures in the section “Submitting a Verified Consumer Request.” If anyone purporting to be an authorized agent for a consumer contacts us, we will require proof that the authorized agent has been authorized to act on the consumer’s behalf.

Your Right to Non-Discrimination for the Exercise of a Privacy Right

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information’s value and contain written terms that describe the program’s material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Changes to Our Privacy Notice

The Company reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice’s effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

Contact for More Information

If you have any questions or comments about this notice, the ways in which the Company collects and uses your information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 866-317-2347
Newrez LLC
P.O. Box 10826
Greenville, SC 29603

EXHIBIT O

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED



Phone Number: 866-825-2174
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM



S-SFRECS20 L-1237-F R-106
PD2R0K00400746 - 843439764 104472
JENNIFER RUNOWSKI

Loan Number:	
Principal Balance:	\$536,122.13
Property:	

11/09/2020

Dear Borrower,

As you are aware, your loan is delinquent. We have made several attempts to contact you; however, we have been unsuccessful.

When default occurs, it is extremely important that you maintain at least a bi-weekly contact with our office, so we can discuss what options may be available to you.

We understand that everyone's circumstances are different, and sometimes a hardship may prevent our valued customers from paying on their loan.

Your utmost cooperation is extremely important and is required in order to resolve this matter. Therefore, we would appreciate you contacting us immediately, so we can determine why the default has occurred and explain to you what your most viable options are. Please contact us today. Our toll free number is 866-825-2174. We are available Monday through Friday between the hours of 8:00AM-6:00PM EST.

Sincerely,

Shellpoint Mortgage Servicing

Please read the following important notices as they may affect your rights.

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address: You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 866-825-2174 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-825-2174 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-825-2174, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

California

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation.

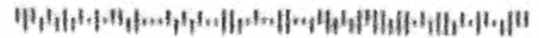
The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

California

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación.

El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov

Please make sure below address shows in window



SHELLPOINT MORTGAGE SERVICING
P.O. BOX 10826
GREENVILLE, SC 28777

Is your contact information accurate?

Please provide your most up-to-date contact information so that we can ensure you receive notifications and any information we may send in the future.

You may visit our website at www.shellpointmtg.com to update your contact information or return this completed form to us in the envelope we have provided. Our toll free number is 866-825-2174, we are available Monday through Friday between the hours of 8:00AM-6:00PM EST.

Contact information is as follows:

Home Mailing Address

- ☐ Has not changed
☐ Has changed, please direct future correspondence to:

Best Phone Number

- ☐ Cell _____

By providing the above cell phone number, you hereby consent to Shellpoint Servicing calling you at this number using our automatic dialing technology.

- ☐ Home _____

- ☐ Work _____

Please do not provide a work phone number if your employer prohibits you from receiving calls from Shellpoint Mortgage Servicing while at work.

Best Time to Reach

- ☐ Morning
☐ Afternoon
☐ Evening

Authorized E-mail

- ☐ I do not want Shellpoint Servicing to contact me by email.
☐ Email _____

By providing the above email address, you hereby consent to communication with Shellpoint Servicing through email. You may revoke this consent at any time. If the email address you have provided is one issued by your employer, you understand and acknowledge that any email communication by way of this email address may be viewed by your employer. You also represent to Shellpoint Servicing that your employer does not prohibit communication with Shellpoint Servicing through this email address. Additionally, if the email address you have provided is available for use by any individuals who are not authorized to discuss your account information with Shellpoint Servicing, you understand and acknowledge that any email communication by way of this email address may be viewed by those individuals with access.

EXHIBIT P



shellpointmortgageservicing.com

15



shellpoint
A DIVISION OF newrez

Apply Now
for Refinancing

Request
Payment Assistance



Loan Number



Menu



This loan has a payment stop



EXHIBIT Q



[Apply Now](#)
for Refinancing

[Request](#)
Payment Assistance



Loan Number

[Redacted]



Menu



Instant Payoff Quote

Formal Payoff Quote

Principal Balance	\$536,122.13
Interest	\$47,040.33
Fees	\$540.52
Penalty Due	\$0.00
Release Fees	\$194.00
Debits	\$14,603.77
Borrower Credits	(-\$2,593.32)
Payoff Total	\$595,907.43
Per Diem	\$65.66