

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ROSS DUTCHER,

Plaintiff,

v.

Docket No. 2:21-cv-02062-MAK

NEWREZ LLC d/b/a SHELLPOINT  
MORTGAGE SERVICING,

Defendant.

**PLAINTIFF’S SUPPLEMENTAL MEMORANDUM OF LAW IN FURTHER SUPPORT  
OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
MOTION FOR AN AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT OF  
EXPENSES AND PAYMENT OF SERVICE AWARD**

Plaintiff Ross Dutcher, on behalf of himself and the proposed Settlement Class,<sup>1</sup> submits this supplemental memorandum in further support of Plaintiff’s motion for final approval of the Parties’ Settlement and motion for an award of attorneys’ fees, reimbursement of expenses and payment of service award, and to correct a mathematical error in Plaintiff’s original motions.

Specifically, Plaintiff’s original memoranda in support of their motions incorrectly inverted the percentages by stating that the \$250,000.00 award Plaintiff’s counsel seek -- which Shellpoint has agreed to pay to Plaintiff’s counsel *separate from and in addition to* the \$500,000.00 cash Settlement fund for the Settlement Class as set forth in Plaintiff’s original submissions and the Parties’ Settlement -- represents a negative multiplier of 0.65 on Plaintiff’s counsel’s collective lodestar of \$726,978.00 through June 30, 2022. *See* ECF 56-1 at ECF 18; ECF 57-1 at ECF 8, 20. In fact, an award of \$250,000.00 in attorneys’ fees actually represents a

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<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning set forth in the Revised Class Action Settlement Agreement (the “RSA”) filed with the Court on April 21, 2022. ECF 54-1.

negative multiplier of approximately 0.35 on Plaintiff's counsel's lodestar -- that is, an award of \$250,000.00 equals approximately 35%, not 65%, of \$726,978.00. As detailed in Plaintiff's counsel's memoranda and accompanying documents, this higher negative multiplier further supports granting the requested attorneys' fees. At the request of Plaintiff's counsel, the Settlement Administrator, Kroll Business Services, promptly posted Plaintiff's motion for final approval and motion for an award of fees, together with all accompanying documents, publicly on the dedicated Settlement website. See [Dutcher v. Shellpoint Mortgage Servicing \(shellpointmortgagesettlement.com\)](#). Plaintiff's counsel will request that Kroll Business Services also promptly post this supplemental memorandum on the dedicated Settlement website.

### **Conclusion**

Based on the foregoing, Plaintiff respectfully requests that the Court grant the motion for final approval of class action settlement and motion for an award of attorneys' fees, reimbursement of expenses and payment of service award in full.

Dated: July 11, 2022

Respectfully submitted,

**BAILEY & GLASSER LLP**

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