SETTLEMENT AGREEMENT

AND CONSENT ORDER NEWREZ LLC

WHEREAS, NewRez LLC ("NewRez" or "Servicer") is a Delaware limited liability company with headquarters located at 1100 Virginia Drive, Suite 125, Fort Washington, PA 19034-3275, and has an assigned Nationwide Multistate Licensing System ("NMLS") identifier number of 3013.

WHEREAS, the States, listed in "Appendix A" attached to this Settlement Agreement and Consent Order (hereinafter referred to as the "Agreement"), individually, a "Participating State," and collectively, the "Participating States," have each agreed, through their respective state mortgage regulatory agencies, to enter into this negotiated Agreement.

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a "State Mortgage Regulator," and collectively as the "State Mortgage Regulators") are, respectively, members of the Conference of State Bank Supervisors ("CSBS") and the American Association of Residential Mortgage Regulators ("AARMR") and have agreed to address enforcement concerns with Servicer in a collective and coordinated manner, working through the Multi-State Mortgage Committee ("MMC"). The State Mortgage Regulators and NewRez are collectively referred to herein as the ("Parties").

WHEREAS, NewRez is licensed as a mortgage broker, lender, and/or servicer under the respective laws of each Participating State.

WHEREAS, on or about January 24, 2022, the MMC initiated a multi-state mortgage loan servicing examination ("Examination") of NewRez covering the period of November 1, 2020 to October 31, 2021, to determine NewRez's compliance with applicable State and Federal laws and regulations, financial condition, the adequacy of policies and procedures, and the control and supervision of the licensed mortgage loan servicing operations. The Examination was conducted by the State Mortgage Regulators from the states of Connecticut, District of Columbia (lead agency), Georgia, Iowa, Mississippi, Pennsylvania, South Dakota, Texas-OCCC, and Vermont. The multi-state mortgage loan servicing examination of NewRez was conducted pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision. A Report of Examination ("ROE") was issued by the MMC to NewRez on September 12, 2022, and identified instances of noncompliance with the Real Estate Settlement Procedures Act (RESPA) and its implementing regulation, Regulation X, specifically, 12 C.F.R. § 1024.37 governing lender-placed insurance (collectively, "LPI"). LPI is an insurance policy purchased by the mortgage lender on behalf of the lender for hazard, flood, or wind coverage, applied to certain borrower accounts.

WHEREAS, NewRez cooperated at all times throughout the Examination and the MMC's subsequent engagement on this matter, worked with the MMC to address the findings within the ROE, and remediated all impacted borrowers.

WHEREAS, the MMC engaged in direct discussions with NewRez and its counsel to identify steps Servicer has already taken or will take to improve compliance, manage risk, and otherwise ensure safe and sound servicing operations as part of the Examination resolution process.

WHEREAS, NewRez enters into this Agreement solely for the purpose of resolving the issues identified in the ROE. NewRez neither admits nor denies allegations that it engaged in any wrongdoing or that it violated any applicable laws, regulations, or rules at issue here, as well as with respect to any conduct related to persons identified for redress or remediation in connection with this Agreement. NewRez acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, NewRez represents that it has implemented, and will continue to maintain, procedures identified in its response to the ROE designed to ensure NewRez's compliance with all applicable regulatory requirements and recommendations identified in the ROE relevant to the issues cited in this Agreement.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct described in and related to the ROE.

WHEREAS, the Parties enter into this Agreement to resolve concerns and violations described in the ROE and in these recitals and to close the ROE. To that end, the State Mortgage Regulators have agreed to the release of claims and remedies related to these issues, as described below. The State Mortgage Regulators reserve all rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against NewRez regarding any mortgage loan activities and/or servicing activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any examination, action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such examination, action, or proceeding is not a direct result of the specific activity identified in the ROE; and that this Agreement may, if relevant to such examination, action, or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, NewRez agrees that certain claims and remedies are not released, as provided in Section VI of this Agreement.

WHEREAS, NewRez hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Agreement, which is being entered pursuant to the authority vested in each State Mortgage Regulator, and agrees that it understands all of the terms and conditions contained herein. NewRez acknowledges that it has full knowledge of its rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, NewRez waives any right to notice and a hearing, and review of such hearing, and herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. NewRez further acknowledges that it has had an opportunity to consult with independent legal counsel in connection with its waiver of rights and with the negotiation and execution of this Agreement.

WHEREAS, NewRez represents that the person signing below is authorized to execute this Agreement and to legally bind NewRez.

WHEREAS, NewRez acknowledges that the State Mortgage Regulators are relying, in part, upon NewRez's representations and warranties stated herein in making their determinations in this matter. NewRez further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against NewRez, if the State Mortgage Regulators later find that NewRez knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, in that the Parties have had the opportunity to draft, review, and edit the language of this Agreement, the Parties agree that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties agree to waive the benefit of any State statute providing that, in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

NOW, THEREFORE, this Agreement having been negotiated by or on behalf of the Parties in order to resolve the issues identified herein and, in the ROE, without incurring the costs, inconvenience, and delays associated with protracted administrative and judicial proceedings, it is hereby **AGREED:**

I. JURISDICTION

That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over NewRez as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. APPLICABILITY

That the provisions of this Agreement shall apply to NewRez's servicing activities regardless of whether the company is servicing residential mortgage loans as a servicer or sub-servicer.

III. AGREEMENT GOVERNANCE AND MONITORING

1. That NewRez shall implement and maintain the following enhanced servicing review standards ("MMC Standards") pursuant to the terms described below to identify borrower insurance information for the population of loans described below with LPI following the execution of this Agreement by the Participating States ("Effective Date").

2. The MMC Standards identified in this Agreement are meant to supplement any servicing standards prescribed by State and Federal law and regulation and should not be construed to impact any State Mortgage Regulator's ability to enforce, under their licensing and regulatory authority, those servicing standards prescribed under State and Federal law and regulation.

3. NewRez shall implement the MMC Standards as detailed in Paragraph 5 of this Section no later than ninety (90) days from the Effective Date of this Agreement (the "Implementation Date").

4. **Auditing Period.** The MMC Standards shall remain in full force and effect for one (1) year from the Implementation Date.

5. **MMC Standards.** Servicer shall conduct testing, either internally or by retaining the services of a third-party, to assess Servicer's compliance with the MMC Standards. If the testing is conducted internally, the testing shall be performed by members of the internal audit group or Compliance Department, who are independent of the applicable line of business, and shall be conducted in the ordinary course of Servicer's business consistent with industry standards and Servicer's internal testing schedule.

a. Monthly tests shall be conducted for all newly-boarded loans with LPI within the jurisdictions of the Participating States where Servicer operates ("Sample Loans"). Testing will include manual inspection of loan documentation, review of loan servicing system notes or data, and management inquiries and interviews, as necessary and consistent with the following:

i. The Sample Loans subject to targeted monthly sampling shall be loans with LPI coverage initiated during the previous month, with the first month to be sampled defined as the first full calendar month after the Implementation Date. Servicer shall randomly select ten (10) percent of the Sample Loans, where there are twenty (20) or more such loans with LPI from that state, or sample at least one (1) loan from all jurisdictions where Servicer operates where there are nineteen (19) or fewer loans with LPI during the review month. For such review, Servicer shall manually review all imaged documentation to determine whether an existing homeowners insurance policy was valid when Servicer assessed LPI ("Sample Testing"), and a loan will fail the test if Servicer assessed LPI when there was valid documentary evidence of a valid homeowners insurance policy in place at the time LPI was assessed.

ii. If the total number of loans that fail Sample Testing as a percentage of the total number of loans tested exceeds five (5) percent (the "Threshold Error Rate"), then Servicer will be deemed to have failed that metric for the reporting period.

iii. Servicer shall report to the Executive Committee, defined below in Paragraph 6 of this Section, the outcome of the monthly testing, including any instance in which the percentage of errors identified in Sample Testing exceeds the Threshold Error Rate. Servicer will provide such reporting within thirty (30) days of finalizing the monthly report. Servicer shall have the right to cure any such fail by terminating such LPI and refunding all premiums and fees paid by the borrower(s).

6. **Executive Committee.** An executive committee comprised of representatives of the Participating States ("Executive Committee") shall serve as the point of contact between NewRez and the Participating States and shall receive reports and communications from NewRez required by this Agreement ("Reports"). The initial member states of the Executive Committee are the State Mortgage Regulators of the District of Columbia, Iowa, and Massachusetts. The Executive Committee may substitute representation, as necessary, with thirty (30) days' notice to NewRez.

7. **Potential Violations.** A potential violation of this Agreement is mitigated and resolved if, along with any steps Servicer takes to cure an LPI error discovered through a corrective action plan, Servicer remediates any impacted borrowers by terminating improper LPI and refunding all premiums and fees paid by the borrower.

8. **Confidentiality.** NewRez does not waive any privileges it may otherwise assert by submitting Reports pursuant to this Section. Such Reports reflect, at a minimum, Confidential Supervisory Information required by the Participating States in connection with the Examination and resolution of same, and NewRez shall designate such Reports as "CONFIDENTIAL." Such Reports may also include confidential consumer and trade secret information, protected from disclosure by applicable State or Federal laws (collectively, "Confidential Information").

a. To the extent that the Executive Committee, any member of the Executive Committee, or any government signatory receives a subpoena, court order, or other request for production of Confidential Information from another government entity, such recipient shall, unless prohibited under applicable law, notify NewRez of such request and if such recipient is required to disclose Confidential Information pursuant to State or Federal law, advise NewRez of the disclosure as soon as is practicable, but no later than ten (10) days after receipt, to enable NewRez to seek a protective order or stay of production of documents.

b. The confidentiality provisions of this Paragraph 8 are binding on the Parties only to the extent that they do not violate any court order, constitutional provision, or statute prohibiting such confidentiality.

IV. ADMINISTRATIVE COSTS, PENALTY AND REMEDIES

1. **Settlement Amount.** NewRez agrees to the monetary settlement amount of Fifteen Million Five Hundred Thousand dollars ($15,500,000.00), which is comprised of the following components to be paid within thirty (30) calendar days following the Effective Date of this Agreement by paying each Participating State the per-state payment by the means designated by each State:

a. **Administrative Penalty.** An Administrative Penalty of Nine Million, Nine Hundred Dollars ($9,900,000) to be distributed according to the formula agreed to by the Participating States. The per-state payment of the Administrative Penalty is allocated and provided for in "Appendix B" attached to this Agreement.

b. **Administrative Costs.** Administrative Costs of One Million, Eighty-Eight Thousand Seven Hundred Fifty-Seven Dollars and Eighty-Four Cents ($1,088,757.84) to Participating States that took part in the Examination and the settlement negotiations process in a formula agreed to by the Participating States. The per-state payment of the Administrative Costs is allocated and provided for in "Appendix C" attached to this Agreement.

c. **Remediation Paid.** A credit of Four Million, Five Hundred Eleven Thousand, Two Hundred Forty-Two Dollars and Sixteen Cents ($4,511,242.16), reflecting amounts paid in consumer relief for the LPI issues identified in the ROE and its subsequent audit.

2. In the event that NewRez fails to submit the Administrative Penalty or any of the Administrative Costs set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, NewRez agrees not

to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts against any surety bond that NewRez may maintain in such Participating State as a condition of maintaining a license under the jurisdiction of that State Mortgage Regulator.

3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this Section applied towards its respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of the Administrative Penalty in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the MMC in writing of such election on or before the Effective Date of this Agreement.

4. **Any Additional Payments to Consumers Affected by Lender-Placed Insurance Errors**. Within one hundred eighty (180) days of the Non-Objection Date, defined below, NewRez shall conduct a self-audit of all LPI fees collected or refunded for newly boarded loans within the Participating States for the period of January 1, 2023 through the Effective Date of this Agreement ("Additional Self-Audit").

a. NewRez shall provide the methodology for the Additional Self-Audit to the Executive Committee within thirty (30) days of the Effective Date. The Executive Committee will either provide feedback or non-objection to the methodology within fourteen (14) days of receipt ("Non-Objection Date"). No response in that timeframe will be deemed non-objection. If the Executive Committee has feedback, the Parties will meet and confer and work to address such feedback within thirty (30) days of receipt, and resubmit pursuant to the above-described non-objection process.

b. NewRez shall provide the results of the Additional Self-Audit to the Executive Committee within thirty (30) days of finalizing the Additional Self-Audit.

c. If the Additional Self-Audit identifies instances in which LPI was erroneously placed on a borrower's account after which the borrower was assessed and did pay a premium or any fees to NewRez for that erroneous LPI policy, NewRez will remediate such errors by refunding the affected borrower the full amount of premiums and fees the borrower paid for the LPI policy that was erroneously placed.

d. NewRez shall update the Executive Committee every ninety (90) days on the progress of remediation to any consumers the Additional Self-Audit identifies as having paid for erroneously placed LPI until all consumers have been made whole. The first update to the Executive Committee on remediation will be due ninety (90) days after NewRez provides the results of the Additional Self-Audit.

e. If a consumer has previously received remediation for erroneously placed LPI for the period of January 1, 2023, through the Effective Date of this Agreement, within ninety (90) days of the finalization of the Additional Self-Audit, NewRez shall provide documentation to the Executive Committee of the remediation previously provided prior to the Effective Date.

V. ENFORCEMENT

1. **General Enforcement Authority and Enforcement Relative to the Monitoring Standards, Consumer Relief, and Administrative Penalty.** That the terms of this Agreement shall be enforced in accordance with the provisions, terms, and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. **No Restriction on Existing Examination and Investigative Authority.** That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its examination or investigative authority authorized under the laws of its corresponding Participating State in the instance a determination is made wherein NewRez is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by NewRez, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of NewRez to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an order of the State and may be enforced as such. Moreover, NewRez acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department, or Office.

3. **Notice.** Prior to initiating an action to enforce the terms and conditions of this Agreement, a Participating State shall: (1) provide written notice to the Executive Committee and NewRez of the basis for the potential action and a description of its allegations; (2) meet and confer with NewRez, if so requested, within the first thirty (30) calendar days of issuing the written notice; and (3) allow NewRez thirty (30) calendar days to respond to such notice in writing.

4. **Sharing of Information and Cooperation.** That the State Mortgage Regulators may collectively or individually request and receive any information or documents in the possession of the MMC. This Agreement shall not limit NewRez's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

VI. RELEASE

The Participating States release claims and remedies as provided below. The releases contained herein shall become effective immediately upon the occurrence of the Effective Date as defined below.

1. **General Release.** By their execution of this Agreement, the State Mortgage Regulators release and forever discharge NewRez, including NewRez's current and former parent corporations or other forms of legal entities (including NewRez Holdings, LLC), direct and indirect subsidiaries, brother or sister corporations or other forms of legal entities, divisions or affiliates, and the predecessors, successors, and assigns of any of them, as well as the current and former directors, officers, and employees (collectively, the "Released Parties") of any of the foregoing from the following: any civil or administrative claim, of any kind whatsoever, direct or indirect, that a State Mortgage Regulator has or may have or assert, including, without limitation, claims for damages, fines, injunctive relief, remedies, sanctions, or penalties of any kind whatsoever based on, arising out of, or resulting from the Covered Conduct as defined in Paragraph 2 of this Section, occurring between November 1, 2020 and the Effective Date of this Agreement, as well as the findings of the ROE.

2. **Covered Conduct.** For the purposes of this release, the term "Covered Conduct" means all actions, errors, or omissions of the Released Parties, arising out of or relating to alleged violations and/or deficient business practices described in the ROE or relating to compliance with applicable LPI laws, rules and regulations, and/or any similar LPI laws, rules, regulations, guidance, or pronouncements subject to the jurisdiction of a State Mortgage Regulator, including without limitation, the following: (1) the acts and practices alleged in the ROE, (2) the use, conduct or supervision of vendors, agents, representatives, and contract employees, whether affiliated or

unaffiliated, related to NewRez's LPI compliance, and (3) quality control, quality assurance, compliance, audit, testing, risk management, oversight, reporting, or certification or registration requirements related to the LPI compliance. This release does not release the vendors, agents, representatives, or contract employees themselves for any of their acts, errors, or omissions.

3. **Effectiveness.** The release provided for in this section shall become effective immediately upon the occurrence of the Effective Date, subject to receiving full and complete payment of the Administrative Penalty and Administrative Costs as required under Section IV.

VII. GENERAL PROVISIONS

1. **Public Record.** That this Agreement shall become public upon the Effective Date.

2. **Binding Nature.** That the terms of this Agreement shall be legally binding upon NewRez's officers, owners, directors, employees, successors, and assigns. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement expire, or shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators collectively and NewRez.

3. **Standing and Choice of Law.** That each State Mortgage Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of its corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and NewRez regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute,

and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

4. **Adoption of Subsequent Orders to Incorporate Terms.** That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may sua sponte issue such a subsequent order without the review and approval of NewRez provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

5. **Privilege.** That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, examination, or any other protection applicable to any negotiations or reporting relative to this Agreement.

6. **Titles.** That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

7. **Final Agreement.** That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator.

The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department, or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against NewRez or any other person based upon any of the activities alleged in these matters or otherwise.

8. **Waiver.** That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing and signed by the Parties.

9. **No Private Right of Action Created.** That this Agreement does not create any private rights or remedies against NewRez (or any of its affiliates, subsidiaries, or Released Parties), create any liability for NewRez (or any of its affiliates, subsidiaries, or Released Parties) or limit defenses of NewRez (or any of its affiliates, subsidiaries, or Released Parties) or for any person or entity not a party to this Agreement. An action under, pursuant to, or in reliance on this Agreement in any way may be brought solely by one of the Parties or the Executive Committee.

10. **Costs.** That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this Agreement.

11. **Notices.** That any notice to NewRez and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to NewRez through the "Primary Company Contact" for NewRez listed in the Nationwide Multistate Licensing System, or similar contact system, to NewRez's counsel of record in this matter (Michelle L. Rogers, mrogers@cooley.com), and to the State Mortgage Regulators by direct written notification.

12. **Counterparts.** That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. **Compliance with Applicable Law.** That nothing in this Agreement shall relieve NewRez of its obligation to comply with applicable State and Federal law.

14. **Termination.** The obligations of this Agreement shall terminate thirty (30) days from the conclusion of the Auditing Period or the provision of the Additional Self-Audit report to the Executive Committee, whichever occurs later.

It is so **AGREED**.

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement this 12th day of August, 2026

NEWREZ LLC

By:______________________________

Spencer Mosness
Chief Legal, Audit & Risk Officer

Alabama Banking Department

By: ____________ [redacted]

Name: Mike Hill

Title: Superintendent

Date: 8/6/2026

Arizona Department of Insurance and Financial Institutions

By: ____________ [redacted]

Name: Charles Bassett

Title: Director

Date: 8/6/2026

Arkansas Securities Department

By: ____________ [redacted]

Name: Susannah T. Marshall

Title: Commissioner

Date: 8/5/2026

State of Connecticut, Department of Banking

By: ____________ [redacted]

Name: Jorge L. Perez

Title: Commissioner

Date: 8/5/2026

District of Columbia Department of Insurance, Securities and Banking

By: ____________ [redacted]

Name: Karima M. Woods

Title: Commissioner

Date: 8/6/2026

Delaware Office of the State Bank Commissioner

By: ____________ [redacted]

Name: Lisa W. Collison

Title: Commissioner

Date: 8/7/2026

Florida Office of Financial Regulation

By: ____________ [redacted]

Name: Russell C. Weigel, III

Title: Commissioner

Date: 8/5/2026

Georgia Department of Banking and Finance

By: ____________ [redacted]

Name: Oscar B. Fears III

Title: Commissioner

Date: 8/5/2026

State of Hawaii Department of Commerce and Consumer Affairs Division of Financial Institutions

By: [redacted]

Name: Dwight Young

Title: Commissioner

Date: 8/5/2026

Idaho Department of Finance

By: [redacted]

Name: Salvador Cruz

Title: Director

Date: 8/5/2026

Illinois Department of Financial and Professional Regulation

By: [redacted]

Name: Susana Soriano

Title: Director

Date: 8/10/2026

Indiana Department of Financial Institutions

By: [redacted]

Name: Thomas Fite

Title: Director

Date: 8/5/2026

Iowa Division of Banking

By: [redacted]

Name: James E. Johnson

Title: Superintendent of Banking

Date: 8/5/2026

Kansas Office of the State Bank Commissioner

By: [redacted]

Name: James M. Payne

Title: Deputy Commissioner

Date: 8/7/2026

Kentucky Department of Financial Institutions

By: [redacted]

Name: Marni Rock Gibson

Title: Commissioner

Date: 8/6/2026

Louisiana Office of Financial Institutions

By: [redacted]

Name: P. Scott Jolly

Title: Commissioner of Financial Institutions

Date: 8/6/2026

Maine Bureau of Consumer Credit Protection

By: [redacted]

Name: linda conti

Title: Superintendent

Date: 8/7/2026

Office of Financial Regulation
Maryland Department of Labor

By: [redacted]

Name: Dana Allen

Title: Assistant Commissioner of Enforcement

Date: 8/5/2026

Massachusetts Division of Banks

By: [redacted]

Name: Mary Gallagher

Title: Commissioner of Banks

Date: 8/6/2026

State of Michigan, Department of Insurance and Financial Services

By: [redacted]

Name: Aaron E. Luetzow

Title: Senior Deputy Director

Date: 8/5/2026

Minnesota Department of Commerce
Grace Arnold, Commissioner

By: [redacted]

Name: Sara Payne

Title: Assistant Commissioner for Enforcement

Date: 8/5/2026

Mississippi Department of Banking and Consumer Finance

By: [redacted]

Name: Mrs. Rhoshunda G. Kelly, CEM

Title: Commissioner

Date: 8/5/2026

Missouri Division of Finance

By: [redacted]

Name: Mick Campbell

Title: Commissioner

Date: 8/9/2026

Montana Division of Banking and Financial Institutions

By: [redacted]

Name: Paul Reynolds

Title: Non-Depository Bureau Chief

Date: 8/5/2026

Nebraska Department of Banking and Finance

By: [redacted]

Name: Kelly Lammers

Title: Director

Date: 8/5/2026

Nevada Division of Mortgage Lending

By: [redacted]

Name: Zeljana Ajdari

Title: Deputy Commissioner

Date: 8/10/2026

New Hampshire Banking Department

By: [redacted]

Name: Emelia A.S. Galdieri

Title: Bank Commissioner

Date: 8/10/2026

New Jersey Department of Banking and Insurance

By: [redacted]

Name: Susan Ochs

Title: Acting Commissioner

Date: 8/7/2026

New Mexico Financial Institutions Division

By: [redacted]

Name: Mark Sadowski

Title: Director

Date: 8/6/2026

New York Department of Financial Services

By: [redacted]

Name: Kaitlin Asrow

Title: Acting Superintendent

Date: 8/5/2026

North Carolina Office of the Commissioner of Banks

By: [redacted]

Name: Katherine MR Bosken

Title: Commissioner of Banks

Date: 8/6/2026

North Dakota Dept of Financial Institutions

By: [redacted]

Name: Lise Kruse

Title: Commissioner

Date: 8/5/2026

Ohio Department of Commerce, Division of Financial Institution

By: [redacted]

Name: Ingrid White

Title: Deputy Superintendent for Banks

Date: 8/6/2026

Oklahoma Department of Consumer Credit

By: [redacted]

Name: Scott Lesher

Title: Administrator

Date: 8/5/2026

Oregon Division of Financial Regulation

By: [redacted]

Name: Dorothy Bean

Title: Chief of Enforcement

Date: 8/6/2026

Pennsylvania Department of Banking and Securities

By: ______________________

Name: Timothy Knopp

Title: Deputy Secretary

Date: ______________________

Rhode Island Department of Business Regulation

By: [redacted]

Name: Elizabeth Kelleher Dwyer

Title: Superintendent of Insurance

Date: 8/6/2026

South Carolina Department of Consumer Affairs

By: [redacted]

Name: Carri Grube Lybarker

Title: Administrator/Consumer Adv

Date: 8/11/2026

South Dakota Division of Banking

By: [redacted]

Name: Bret Afdahl

Title: Director

Date: 8/6/2026

Tennessee Department of Financial Institutions

By: [redacted]

Name: Mr. Greg Gonzales

Title: Commissioner

Date: 8/7/2026

Department of Savings and Mortgage Lending

By: [redacted]
Name: Hector Retta
Title: Commissioner
Date: 8/5/2026

Texas Office of Consumer Credit Commissioner

By: [redacted]
Name: Leslie Pettijohn
Title: Commissioner
Date: 8/7/2026

Utah Department of Financial Institutions

By: [redacted]
Name: Shaun Berrett
Title: Commissioner
Date: 8/5/2026

Vermont Department of Financial Regulation

By: [redacted]
Name: Kaj Samsom
Title: Commissioner
Date: 8/6/2026

West Virginia Division of Financial Institutions

By: [redacted]
Name: Dawn E. Holstein
Title: Commissioner WVDFI
Date: 8/6/2026

Wisconsin Department of Financial Institutions

By: [redacted]
Name: Kim Swissdorf
Title: Administrator
Date: 8/5/2026

Wyoming Division of Banking

By: [redacted]
Name: Jeremiah Bishop
Title: Commissioner
Date: 8/7/2026

Pennsylvania Department of Banking and Securities

By: [redacted]

Name: Timothy Knopp

Title: Deputy Secretary

Date: 08/05/2026

State Corporation Commission Bureau of Financial Institutions

By: [redacted]

Name: Dustin R. Physioc

Title: Commissioner of Financial Institutions

Date: 8/10/2026

<u>Appendix A</u> – State Signatories

1. Alabama
2. Arizona
3. Arkansas
4. Connecticut
5. Delaware
6. District of Columbia
7. Florida
8. Georgia
9. Hawaii
10. Idaho
11. Illinois
12. Indiana
13. Iowa
14. Kansas
15. Kentucky
16. Louisiana
17. Maine
18. Maryland
19. Massachusetts
20. Michigan
21. Minnesota
22. Mississippi
23. Missouri
24. Montana
25. Nebraska
26. Nevada
27. New Hampshire
28. New Jersey
29. New Mexico
30. New York
31. North Carolina
32. North Dakota
33. Ohio
34. Oklahoma
35. Oregon
36. Pennsylvania
37. Rhode Island
38. South Carolina
39. South Dakota
40. Tennessee
41. Texas
42. Utah
43. Vermont
44. Virginia
45. West Virigina
46. Wisconsin
47. Wyoming

Appendix B – Administrative Penalty

Alabama	$183,346.09	New York	$602,226.09
Arizona	$235,706.09	North Carolina	$382,776.09
Arkansas	$115,586.07	North Dakota	$54,756.09
Connecticut	$204,136.08	Ohio	$204,136.09
Delaware	$79,396.09	Oklahoma	$106,346.09
District of Columbia	$81,706.08	Oregon	$120,206.09
Florida	$1,667,906.09	Pennsylvania	$211,066.08
Georgia	$330,416.08	Rhode Island	$77,086.09
Hawaii	$108,656.09	South Carolina	$247,256.09
Idaho	$84,016.09	South Dakota	$54,756.08
Illinois	$464,396.09	Tennessee	$174,876.09
Indiana	$61,686.09	Texas Office of Consumer Credit Commissioner	$372,338.04
Iowa	$72,466.08	Texas Savings and Mortgage Lending	$372,338.04
Kansas	$77,086.09	Utah	$95,566.09
Kentucky	$102,496.09	Vermont	$63,996.08
Louisiana	$204,136.09	Virginia	$233,396.09
Maine	$59,376.09	West Virgina	$77,086.09
Maryland	$294,226.09	Wisconsin	$122,516.09
Massachusetts	$285,756.07		
Michigan	$274,206.09		
Minnesota	$95,566.09		
Mississippi	$134,066.08		
Missouri	$131,756.09		
Montana	$61,686.08		
Nebraska	$59,376.09		
Nevada	$142,536.09		
New Hampshire	$74,776.09		
New Jersey	$518,296.09		
New Mexico	$122,516.09		

Appendix C – Administrative Costs

Arkansas	$87,063.16
Connecticut	$87,063.15
District of Columbia	$109,063.15
Georgia	$87,063.15
Iowa	$109,063.15
Massachusetts	$87,063.16
Mississippi	$87,063.15
Montana	$87,063.16
Pennsylvania	$87,063.15
South Dakota	$87,063.16
Texas Office of Consumer Credit Commissioner	$87,063.15
Vermont	$87,063.15