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9 Attorneys for Defendant NEWREZ, LLC dba
 10 SHELLPOINT MORTGAGE SERVICING
 11 (erroneously sued as SHELLPOINT
 12 MORTGAGE SERVICING)

13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**

15 G. RICHARDS, an individual,
 16
 17 Plaintiff,

18 v.

19 SHELLPOINT MORTGAGE SERVICING, a
 20 business entity; RUSHMORE LOAN
 21 MANAGEMENT SERVICES LLC, a
 22 business entity; and DOES 1 through 10,
 23 inclusive,
 24
 25 Defendants.

Case No. 4:24-cv-09229-HSG

**STIPULATION AND ORDER GRANTING
 EXTENSION TO RESPOND TO SECOND
 AMENDED COMPLAINT**

Magistrate Judge Thomas S. Hixson

FAC Filed: August 23, 2024
 Date Removed: December 19, 2024

26 Plaintiff G. RICHARDS (“Plaintiff”) and Defendant NEWREZ, LLC dba SHELLPOINT
 27 MORTGAGE SERVICING (erroneously sued as SHELLPOINT MORTGAGE SERVICING)
 28 (“Shellpoint”) hereby stipulate as follows:

WHEREAS, Plaintiff filed his Second Amended Complaint (“SAC”) in the Northern
 District of California, case number 3:24-cv-09229-TSH on January 8, 2025;

WHEREAS, the SAC was served the same day via the Court’s Electronic Case Files
 (“ECF”) system;

WHEREAS, Shellpoint was not yet registered on the ECF system on January 8, 2025, and
 did not receive the SAC when originally served;

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WHEREAS, in light of the service issue, Plaintiff and Shellpoint stipulated to an extension for Shellpoint to respond to the SAC for fifteen days to February 6, 2025;

WHEREAS, this Court granted Shellpoint an extension to respond to the SAC through March 8, 2025, at Plaintiff and Shellpoint’s request;

WHEREAS, Plaintiff and Shellpoint are currently engaged in settlement discussions and desire additional time to complete these discussions prior to Shellpoint’s filing of its responsive pleading;

WHEREAS, Plaintiff and Shellpoint agree further stipulation will not prejudice either party.

Based on the above, Plaintiff and Shellpoint respectfully request that the Court grant Shellpoint an additional thirty-day extension to respond to Plaintiff’s SAC, up to and including April 8, 2025.

IT IS SO STIPULATED.

KLINEDINST PC

DATED: March 7, 2025

By: /s/ Kaleigh E. Thomas
W. Jason Scott
Kaleigh E. Thomas
Attorneys for Defendant NEWREZ, LLC dba
SHELLPOINT MORTGAGE SERVICING
(erroneously sued as SHELLPOINT MORTGAGE
SERVICING)

SHAPERO LAW FIRM

DATED: March 7, 2025

By: /s/ Jessica Galletta
Sarah Shapero
Jessica Galletta
Attorneys for Plaintiff G. RICHARDS

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ORDER

Pursuant to the Plaintiff and Shellpoint’s Stipulation,

IT IS HEREBY ORDERED THAT:

1. Shellpoint shall have up to and including April 8, 2025, to respond to the Second Amended Complaint filed by Plaintiff G. Richards.

IT IS SO ORDERED.

KLINEDINST PC

DATED: 3/10/2025

By: 
JUDGE OF THE DISTRICT COURT

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