

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

JOHN MCDANIELS,	:	
	:	Index No.
Plaintiff,	:	
	:	<u>SUMMONS</u>
v.	:	
	:	Plaintiff designates County of New York as
MR. COOPER GROUP INC., ANDREW BON:	:	the place of trial
SALLE, JAY BRAY, ROY GUTHRIE,	:	
DANIELA JORGE, SHVETA MUJUMDAR,	:	The basis of venue is CPLR § 503
TAGAR OLSON, and STEVEN D.	:	
SCHEIWE,	:	
	:	
Defendants.	:	

TO THE ABOVE-NAMED DEFENDANTS (see also Schedule A):

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff hereby demands a trial by jury.

Dated: August 6, 2025

ACOCELLI LAW, PLLC

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Attorneys for Plaintiff

SCHEDULE A

Mr. Cooper Group Inc.
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Coppell, TX 75019

Andrew Bon Salle
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Jay Bray
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Coppell, TX 75019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

JOHN MCDANIELS,	:	
	:	Index No.
Plaintiff,	:	
	:	COMPLAINT
v.	:	
	:	JURY TRIAL DEMANDED
MR. COOPER GROUP INC., ANDREW BON :	:	
SALLE, JAY BRAY, ROY GUTHRIE,	:	
DANIELA JORGE, SHVETA MUJUMDAR,	:	
TAGAR OLSON, and STEVEN D.	:	
SCHEIWE,	:	
Defendants.	:	

Plaintiff John McDaniels (“Plaintiff”), by and through his attorneys, alleges upon information and belief, except for his own acts, which are alleged on knowledge, as follows:

NATURE AND SUMMARY OF THE ACTION

1. This is a stockholder action brought by Plaintiff on behalf of himself against Mr. Cooper Group Inc. (“Mr. Cooper” or the “Company”) and the members of its Board of Directors (the “Board” or the “Individual Defendants” and together with the Company, the “Defendants”) in connection with the Board’s agreement to sell the Company to Rocket Companies, Inc. (“Rocket”) (the “Proposed Transaction”). The lawsuit arises out of the Defendants’ mailing of a misleading Schedule 14A Definitive Proxy Statement (the “Proxy Statement”) filed with the U.S. Securities and Exchange Commission (the “SEC”) to Plaintiff and other Mr. Cooper stockholders that among other things does not fully disclose, *inter alia*, certain financial projections for Mr. Cooper, Rocket and the pro forma company, and other financial information critical to evaluating the fairness of the Proposed Transaction.

2. Plaintiff, who has been a Mr. Cooper investor at all relevant times, asserts claims for negligent misrepresentation and concealment against the Company and its Board based upon

the dissemination of the false and misleading Proxy Statement.

3. On March 31, 2025, Mr. Cooper entered into an Agreement and Plan of Merger with Rocket and Rocket's wholly-owned subsidiaries, Maverick Merger Sub, Inc. ("Maverick Merger Subsidiary") and Maverick Merger Sub 2, LLC ("Forward Merger Subsidiary") (the "Merger Agreement"). Pursuant to the terms of the Merger Agreement, each share of Mr. Cooper common stock will be converted into the right to receive 11 shares of Rocket Class A common stock for each share of Mr. Cooper common stock they own. In addition, prior to the effective time of the merger, Mr. Cooper will pay to its stockholders a special cash dividend of \$2.00 per share of Mr. Cooper common stock. Upon closing of the Proposed Transaction, Mr. Cooper stockholders are expected to own approximately 25% of the combined company, with Rocket stockholders owning the remaining 75% of the combined company.

4. On July 31, 2025, to solicit Mr. Cooper stockholders' support for the Proposed Transaction, Mr. Cooper filed the false and misleading Proxy Statement with the SEC in violation of the Defendants' obligation to disclose all material information relevant to stockholders and necessary to permit an informed decision on whether to vote in favor of the Proposed Transaction.

5. The Proxy Statement omits or misrepresents material information concerning, among other things: (i) the financial projections for Mr. Cooper, Rocket and the pro forma combined company; and (ii) the data and inputs underlying the financial valuation analyses that support the fairness opinion provided by the Company's financial advisor, Citigroup Global Markets Inc. ("Citi").

6. The stockholder vote on the Proposed Transaction is scheduled for September 3, 2025 (the "Stockholder Vote"). It is imperative that the material information that has been omitted from the Proxy Statement is disclosed prior to the Stockholder Vote so Plaintiff can make an

informed decision on the Proposed Transaction and properly exercise his corporate suffrage rights on an informed basis.

7. For these reasons, and as set forth in detail herein, Plaintiff asserts claims against Defendants for negligent misrepresentation and concealment in violation of New York State common law. Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction until the material information discussed herein is disclosed to Mr. Cooper's stockholders in advance of the Stockholder Vote or, in the event the Proposed Transaction is consummated, to recover damages resulting from the Defendants' conduct described herein.

THE PARTIES

8. Plaintiff is, and, at all times relevant hereto, was, a stockholder of Mr. Cooper.

9. Defendant Mr. Cooper is a Delaware corporation, with its principal executive offices located at 8950 Cypress Waters Blvd., Coppell, Texas 75019. Mr. Cooper's common stock trades on the Nasdaq Capital Market under the ticker symbol "COOP."

10. Defendant Andrew Bon Salle has been a director of the Company at all relevant times.

11. Defendant Jay Bray has been Chair of the Board, Chief Executive Officer and a director of the Company at all relevant times and previously served as the Company's President from July 2018 to June 2021.

12. Defendant Roy Guthrie has been Independent Lead Director of the Company at all relevant times.

13. Defendant Daniela Jorge has been a director of the Company at all relevant times.

14. Defendant Shveta Mujumdar has been a director of the Company at all relevant times.

15. Defendant Tagar Olson has been a director of the Company at all relevant times.

16. Defendant Steven D. Scheiwe has been a director of the Company at all relevant times.

17. Defendants identified in paragraphs 10 through 16, *supra*, are referred to herein as the “Individual Defendants.”

JURISDICTION AND VENUE

18. This Court has jurisdiction over the subject matter of this action pursuant to New York Judiciary Law § 140-b.

19. This Court has jurisdiction over the Defendants named herein pursuant to New York Civil Practice Law and Rules (“CPLR”) § 302. Mr. Cooper’s common stock trades on the Nasdaq Capital Market which is headquartered in the State of New York. Moreover, the Individual Defendants are directors and/or officers of Mr. Cooper and conduct business within New York County and the State of New York and have established minimum contacts in this County and State. Among other things, the Company’s financial advisor, Citi, maintains offices at 388 Greenwich St, New York, NY 10013. Similarly, the Company’s legal advisor in connection with the Proposed Transaction, Wachtell, Lipton, Rosen & Katz, maintains offices at 51 West 52nd Street, New York, NY 10019. The exercise of jurisdiction by this New York Court is permissible under traditional notions of fair play and substantial justice.

20. Venue is also proper in this Court pursuant to CPLR § 503 because Mr. Cooper’s common stock trades on the Nasdaq Capital Market, which is headquartered in New York County, and a substantial part of the events or omissions giving rise to claims set forth herein occurred in New York County, rendering venue in New York County appropriate.

SUBSTANTIVE ALLEGATIONS

I. Background and the Proposed Transaction

21. Mr. Cooper is the largest servicer of residential mortgage loans in the U.S. and a major mortgage originator. The Company also provides real estate property disposition services through its Xome subsidiary. The Company conducts its operations primarily through two operating segments: Servicing and Originations. Through the Servicing segment, Mr. Cooper services loans on behalf of investors or owners of the underlying mortgage, which consists of collecting loan payments, remitting principal and interest payments to investors, managing escrow funds for the payment of mortgage-related expenses, such as taxes and insurance, performing loss mitigation activities on behalf of investors and otherwise administering the Company's mortgage loan servicing portfolio. The Originations segment originates residential mortgage loans with the intent to sell in the secondary market, providing both purchase and refinance opportunities to Mr. Cooper's existing servicing customers through the Company's direct-to-consumer channel and purchases loans from other originators through the Company's correspondent channel.

22. On March 31, 2025, Mr. Cooper issued a press release announcing the Proposed Transaction. The press release states, in relevant part:

DETROIT and DALLAS, March 31, 2025 – Rocket Companies (NYSE: RKT), the Detroit-based fintech platform including mortgage, real estate, title and personal finance businesses, today announced a definitive agreement to acquire Mr. Cooper Group Inc. (NASDAQ: COOP) in an all-stock transaction for \$9.4 billion in equity value, based on an 11.0x exchange ratio.

With this acquisition, Rocket will bring its industry-leading mortgage recapture capabilities to a combined servicing book of \$2.1 trillion across nearly 10 million clients, representing one in every six mortgages in America. Ultimately, this combination drives higher loan volume and long-term client relationships – while providing greater recurring revenue and lowering client acquisition costs.

Rocket will bring together the homeownership experience at scale with the acquisitions of Mr. Cooper and Redfin. This allows Rocket to accelerate its AI-

powered platform and remove the friction and complexities plaguing today's homebuying process.

"Servicing is a critical pillar of homeownership – alongside home search and mortgage origination," said Varun Krishna, Rocket CEO. "With the right data and AI infrastructure we will deliver the right products at the right time. That's how we build lifelong relationships, by proactively unlocking benefits and meeting needs before they arise. We look forward to welcoming Mr. Cooper's nearly 7 million clients."

"Mr. Cooper has been on a journey to transform the homeownership experience, and we have built the most advanced servicing platform in the mortgage industry," said Jay Bray, Mr. Cooper Group Chairman and CEO. "By combining Mr. Cooper and Rocket, we will form the strongest mortgage company in the industry, offering an end-to-end homeownership experience backed by leading technology and grounded in customer care. I am deeply grateful for the dedication of the Mr. Cooper team and look forward to our continued work as we lead our industry into the future of homeownership."

Benefits of the Combined Company:

- **Scaled homeownership platform:** Rocket's combined servicing portfolio will exceed \$2.1 trillion in unpaid principal balance – or one in every six mortgages in America.
- **Accelerate origination-servicing recapture flywheel:** Rocket Mortgage has ranked #1 in J.D. Power's mortgage servicer study for 10 years and #1 in mortgage origination 12 times, driving the company's 83% recapture rate – triple the industry average. With a significantly larger servicing portfolio, Rocket is poised to sustain its industry-leading retention and recapture rates.
- **Significantly increases data set to improve automation, personalization and efficiency:** Following the acquisition of Mr. Cooper, Rocket will gain understanding of nearly 7 million additional clients and 150 million annual customer interactions.
- **Enhanced earnings growth opportunity across all interest rate market environments:** The combined company will attain a balanced business model and maintain stability in all market environments. Rocket will drive earnings growth from high-margin recapture opportunities on the combined servicing portfolio, which together generated \$4 billion of servicing fee revenue in 2024.
- **Substantial revenue and cost synergies:** The transaction is expected to generate \$100 million in additional pre-tax revenue from higher recapture rates and attaching Rocket's title, closing and appraisal services to Mr.

Cooper's existing originations. Rocket projects \$400 million in pre-tax cost savings from streamlining operations, corporate expense and technology investments.

- **Impact on earnings:** The transaction is expected to be accretive to Rocket's adjusted earnings per share immediately after closing.

Governance and Leadership

The combined company will be led by an experienced board and leadership team that leverages the strengths and capabilities of both companies. Upon closing of the transaction, it is expected that Mr. Cooper Group's Chairman and CEO Jay Bray will become President and CEO of Rocket Mortgage, reporting to Krishna. Dan Gilbert will remain Chairman of Rocket Companies.

Upon closing, the Board of the combined company will consist of 11 members, 9 of whom will be from the board of Rocket and 2 of whom will be from the board of Mr. Cooper.

Terms of the Transaction

Under the terms of the agreement, Mr. Cooper shareholders will receive a fixed exchange ratio of 11.0 Rocket shares for each share of Mr. Cooper common stock. This represents a \$143.33 per share value based on the closing price as of March 28, 2025, and a premium of 35% over the volume weighted average price (VWAP) of Mr. Cooper's common stock for the 30 days ending March 28, 2025. Upon completion of the transaction, Rocket shareholders will own approximately 75% of the combined company on a fully diluted basis pro forma for the Redfin transaction, while Mr. Cooper shareholders will own approximately 25%. The all-stock transaction is intended to be tax-free to Mr. Cooper shareholders.

In connection with the completion of the transaction, Mr. Cooper will declare and pay a dividend of \$2.00 per share of Mr. Cooper common stock.

Timing and Approvals

The transaction has been unanimously approved by the Boards of Directors of both Rocket and Mr. Cooper. It is expected to close in the fourth quarter of 2025, subject to approval of Mr. Cooper shareholders and the satisfaction of other closing conditions, including customary regulatory approvals.

Advisors

J.P. Morgan Securities LLC is acting as financial advisor and Paul, Weiss, Rifkind, Wharton & Garrison LLP is acting as legal counsel to Rocket. Citigroup Global Markets Inc. is acting as financial advisor and Wachtell, Lipton, Rosen & Katz and

Bradley Arant Boult Cummings LLP is acting as legal counsel to Mr. Cooper.

II. The Materially Incomplete and Misleading Proxy Statement

23. On July 31, 2025, Defendants filed the materially incomplete and misleading Proxy Statement with the SEC. The Defendants were obligated to carefully review the Proxy Statement before it was filed with the SEC and disseminated to the Company's shareholders to ensure that it did not contain any material misrepresentations or omissions. However, the Proxy Statement misrepresents and/or omits material information that is necessary for the Company's shareholders to make an informed decision in connection with the Proposed Transaction. Specifically, the Proxy Statement fails to disclose material information concerning: (i) the financial projections for Mr. Cooper, Rocket and the pro forma combined company; and (ii) the data and inputs underlying the financial valuation analyses that support the fairness opinion provided by Citi.

Material Omissions Concerning Mr. Cooper's, Rocket's and the Pro Forma Company's Financial Projections

24. The Proxy Statement omits material information regarding the financial projections for Mr. Cooper, Rocket and the pro forma combined company.

25. Specifically, the Proxy Statement sets forth that on February 7, 2025, the Board met "to discuss the Mr. Cooper three-year standalone financial projections prepared by Mr. Cooper management" and "the key assumptions used to underpin the forecast [(the 'February 7 Projections').]" Proxy Statement at 47. The next day,

Mr. Cooper management distributed to the Mr. Cooper Board an update to the Mr. Cooper three-year standalone financial projections, which had been refined from the forecasts discussed at the February 7 special meeting of the Mr. Cooper Board to account for the preliminary comments of the Mr. Cooper Board at such February 7 special meeting. On February 9, the Mr. Cooper Board reconvened . . . and approved the Mr. Cooper Management Projections for Mr. Cooper[.]

Id. The Proxy Statement, however, fails to disclose the February 7 Projections, including the

assumptions underlying the February 7 Projections. The Proxy Statement further fails to disclose: (i) the comments the Board made at the February 7, 2025 Board meeting regarding the February 7 Projections; and (ii) the changes made to the February 7 Projections to arrive at the final projections approved by the Board on February 9, 2025 and relied upon by Citi for the financial analyses underlying its fairness opinion.

26. In addition, in connection with Citi's *Illustrative Pro Forma Dividend Discount Analysis*, the Proxy Statement sets forth that Citi utilized "**the dividends that Pro Forma Rocket is forecasted to pay during the calendar years ending December 31, 2025 through December 31, 2027** based on the Mr. Cooper Management Projections for Mr. Cooper, Mr. Cooper Management Adjusted Projections for Rocket, and taking into account the Projected Synergies[.]" *Id.* at 67 (emphasis added). Yet, the Proxy Statement fails to disclose the projected dividends that the pro forma combined company is forecasted to pay during the calendar years ending December 31, 2025 through December 31, 2027. Indeed, the Proxy Statement fails to disclose a summary of any financial projections for the pro forma combined company over the projection period.

27. Further, with respect to the "Mr. Cooper Management Projections for Mr. Cooper" the Proxy Statement fails to disclose the projection line items underlying: (i) Operating Net Income; and (ii) Tangible Book Value.

28. Similarly, with respect to the "Mr. Cooper Management Adjusted Projections for Rocket," the Proxy Statement fails to disclose the projection line items underlying Adjusted Net Income.

Material Omissions Concerning Citi's Fairness Opinion

29. The Proxy Statement describes Citi's fairness opinion and the various valuation analyses performed in support of its opinion. However, the description of Citi's fairness opinion

and analyses fails to include key inputs and assumptions underlying these analyses. Without this information, as described below, Mr. Cooper's public stockholders are unable to fully understand these analyses and, thus, are unable to determine what weight, if any, to place on Citi's fairness opinion in determining whether to vote in favor of the Proposed Transaction. This omitted information, if disclosed, would significantly alter the total mix of information available to Mr. Cooper's stockholders.

30. With respect to Citi's *Dividend Discount Analyses*, the Proxy Statement fails to disclose a quantification of: (i) the terminal values of each of Mr. Cooper and Rocket; and (ii) the inputs and assumptions underlying the discount rates ranging from 13.0% to 14.2% for Mr. Cooper and 14.6% to 16.0% for Rocket.

31. With respect to Citi's *Selected Public Companies Analyses*, the Proxy Statement fails to disclose: (i) the individual financial metrics for each of the companies observed; and (ii) Mr. Cooper's tangible book value as of December 31, 2024.

32. With respect to Citi's *Present Value of Future Share Price Analyses*, the Proxy Statement fails to disclose a quantification of: (i) the shares of Mr. Cooper common stock as of December 31 of each of 2025, 2026 and 2027 and of Rocket Class A common stock as of December 31 of each of 2025 and 2026; and (ii) the inputs and assumptions underlying the discount rates of 13.6% for Mr. Cooper and 15.4% for Rocket.

33. With respect to Citi's *Selected Precedent Transactions Analysis*, the Proxy Statement fails to disclose: (i) the individual financial metrics for each of the transactions observed; and (ii) Mr. Cooper's tangible book value as of December 31, 2024.

34. With respect to Citi's *Illustrative Value Creation Analysis*, the Proxy Statement fails to disclose a quantification of the estimated calendar year 2026 earnings per share of pro

forma Rocket.

35. With respect to Citi's *Illustrative Pro Forma Dividend Discount Analysis*, in addition to the dividends that pro forma Rocket is forecasted to pay during calendar years ending December 31, 2025 through December 31, 2027, the Proxy Statement fails to disclose a quantification of: (i) pro forma Rocket's adjusted net income in the terminal year; (ii) the terminal values; and (iii) the inputs and assumptions underlying the discount rates ranging from 14.3% to 15.6%.

36. With respect to Citi's *Premia Paid* analysis, the Proxy Statement fails to disclose: (i) the transactions reviewed; and (ii) the corresponding premia for each transaction.

37. With respect to Citi's *Equity Research Analyst Price Targets* analysis, the Proxy Statement fails to disclose: (i) the individual price targets observed; (ii) the sources thereof; and (iii) the inputs and assumptions underlying the discount rates of 13.6% for Mr. Cooper and 15.3% for Rocket.

38. In sum, the omission of the above-referenced information renders the Proxy Statement materially incomplete and misleading, in contravention of the Defendants' obligations and in violation of New York State common law. Absent disclosure of the foregoing material information prior to the Stockholder Vote, Plaintiff will be unable to make an informed decision regarding the Proposed Transaction, and is thus threatened with irreparable harm, warranting the injunctive relief sought herein.

FIRST CAUSE OF ACTION

Claim for Negligent Misrepresentation and Concealment in Violation of New York Common Law Against the Defendants

39. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

40. Under New York common law, the Defendants undertook an obligation to Mr. Cooper's investors, including Plaintiff, to communicate accurate and truthful information in the Proxy Statement and to refrain from communicating false, misleading or incomplete information, or concealing material information.

41. When Plaintiff acquired his Mr. Cooper securities and when Defendants disseminated the Proxy Statement, Plaintiff justifiably relied on the Defendants to discharge their obligation to communicate truthfully and fully in all their communications to Mr. Cooper's investors, including in the Proxy Statement, and to refrain from communicating false, misleading or incomplete information, or concealing material information, so that when the Defendants requested action on a matter, all investors would have all material information necessary to make an informed decision and the collective action of the investors would be fully informed and untainted or compromised by false, misleading or incomplete information in proxies or other corporate communication to the investors.

42. The Defendants dominate and control the business and corporate affairs of Mr. Cooper, and are in possession of private corporate information concerning Mr. Cooper's assets, business and future prospects. Thus, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of Mr. Cooper which makes it inherently unfair for them to benefit their own interests to the exclusion of maximizing shareholder value.

43. In connection with the solicitation of, and recommendation to, Mr. Cooper's investors to vote in favor of the Proposed Transaction, the Defendants disseminated to Mr. Cooper's investors, including Plaintiff, the Proxy Statement which contains the materially false and misleading statements and omissions of presently existing or past facts specified herein.

44. Defendants were negligent and failed to exercise reasonable care or competence in communicating or failing to communicate in the Proxy Statement truthfully and completely the material information specified herein.

45. As persons to whom the Proxy Statement was disseminated, Defendants intended for Plaintiff (and the other Mr. Cooper investors) to rely on the materially false and misleading statements and omissions in the Proxy Statement when voting on the Proposed Transaction and Mr. Cooper's investors did rely, and were justified in doing so, and by reason thereof, their collective action has been or will be tainted, compromised and corrupted by the Defendants' materially false and misleading statements and omissions.

46. By reason thereof, the Defendants' dissemination of the Proxy Statement, which contains the false and misleading information and omissions specified above, has or threatens to cause irreparable harm to Plaintiff because it has or threatens to taint, compromise and corrupt the Proposed Transaction, and damage Plaintiff's interest in Mr. Cooper without proper and fully informed collective action by Mr. Cooper's investors.

47. As a result of the above, Defendants' negligent misrepresentation and/or omission of the material information specified herein has and will proximately cause Plaintiff injury and irreparable harm absent an injunction.

SECOND CAUSE OF ACTION

Claim for Negligence in Violation of New York Common Law Against the Defendants

48. Plaintiff repeats and realleges all previous allegations as if set forth in full herein.

49. Pursuant to New York common law, Defendants are required to exercise reasonable care and competence in connection with the accuracy and completeness of their communications with investors, including investor communications in connection with the Proposed Transaction.

50. In connection with the solicitation of, and recommendation to, Mr. Cooper's investors to vote in favor of the Proposed Transaction, the Defendants disseminated to Mr. Cooper's investors, including Plaintiff, the Proxy Statement which contains the materially false and misleading statements and omissions of presently existing or past facts specified herein.

51. The Defendants dominate and control the business and corporate affairs of Mr. Cooper, and are in possession of private corporate information concerning Mr. Cooper's assets, business and future prospects. Thus, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of Mr. Cooper which makes it inherently unfair for them to benefit their own interests to the exclusion of maximizing shareholder value.

52. Defendants were negligent and failed to exercise reasonable care or competence in communicating or failing to communicate in the Proxy Statement truthfully and completely the material information specified herein.

53. Defendants' failure to disclose the material information set forth in herein regarding the financial advisor's valuation of the Company and the transaction and financial projections will affect the Stockholder Vote and may deceive investors into voting for the Proposed Transaction, which they would not otherwise have approved if the information specified herein had been fully disclosed, to Plaintiff's detriment.

54. Unless the Defendants are enjoined by the Court, Plaintiff will be irreparably harmed because he will be stripped of his ability to make an informed decision with respect to the Proposed Transaction, and his interest in Mr. Cooper will be damaged without proper and fully informed collective action by Mr. Cooper's investors.

55. By reason of the forgoing, Defendants' negligence has and will proximately cause Plaintiff injury and irreparable harm absent an injunction

56. By reason of the foregoing acts, practices and course of conduct, the Defendants have failed to exercise ordinary care and diligence in the exercise of their obligations toward Plaintiff and the other stockholders of Mr. Cooper.

57. Plaintiff has no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff be fully protected from the immediate and irreparable injury that the Defendants' actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief in his favor and against Defendants as follows:

A. Preliminarily and permanently enjoining Defendants, and all those acting in concert with them, from consummating the Proposed Transaction until such time, as any, that the Individual Defendants have exercised reasonable care and competence and have undertaken all appropriate and available methods to communicate truthfully and completely in the Proxy Statement, disclosing the material information discussed above which has been omitted from the Proxy Statement;

B. In the event that the Proposed Transaction is consummated, rescinding it or awarding actual and punitive damages to Plaintiff;

C. Awarding Plaintiff fees and expenses in connection with this litigation, including reasonable attorneys' and experts' fees and expenses; and

D. Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all claims asserted herein.

Dated: August 6, 2025

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