

2024 66073

Cause No.

<b>BERNARD E. BONNER,</b>	§	<b>IN THE DISTRICT COURT</b>
<b>Plaintiff</b>	§	
	§	
<b>vs.</b>	§	<b>215 JUDICIAL DISTRICT</b>
	§	
<b>NEWREZ LLC dba Shellpoint Mortgage Servicing,</b>		
<b>Defendants.</b>	§	<b>HARRIS COUNTY, TEXAS</b>

**ORDER FOR ISSUANCE OF TEMPORARY RESTRAINING ORDER  
AND SETTING HEARING ON APPLICATION  
FOR TEMPORARY INJUNCTION**

At the hearing on Plaintiff's Application for Temporary Restraining Order and Temporary Injunction, Plaintiff appeared personally. The hearing was conducted with notice to Defendant.

The Court finds that:

1. It clearly appears from specific facts shown by Bernard E. Bonner's verified application that immediate and irreparable injury, loss, or damage will result to Bernard E. Bonner before notice can be served on defendant and before a hearing can be held on Bernard E. Bonner application for a temporary injunction. Specifically, unless defendant, NEWREZ LLC dba Shellpoint Mortgage Servicing, is immediately restrained, defendant NEWREZ LLC dba Shellpoint Mortgage Servicing, will foreclose on Bernard E. Bonner property, and sell the property before the underlying court case is finally adjudicated. This

injury will be irreparable unless this restraint is ordered because once Bernard E. Bonner property has been foreclosed upon and sold, it will not readily be retrievable;

2. Unless this restraint is ordered immediately, Bernard E. Bonner will suffer immediate and irreparable injury, because no other legal remedy can be obtained and effected before the injury occurs;

3. Bernard E. Bonner has no adequate remedy at law;

4. Bernard E. Bonner has exercised due diligence in prosecuting the underlying claim in this cause;

5. Bernard E. Bonner injury will outweigh any injury to defendant that may occur on issuance of this restraining order;

6. The restraining order will not dis-serve the public interest;

7. The *status quo* should be maintained, in the public interest; and

8. Bernard E. Bonner's bond in the amount of \$ 900.00 will fully protect defendant's rights until a hearing can be held on Bernard E. Bonner's application for a temporary injunction.

It is therefore ORDERED that a temporary restraining order issue, operative until the date of the hearing hereinafter ordered, restraining and enjoining **NEWREZ LLC dba Shellpoint Mortgage Servicing, and all persons and entities in active concert or participation with it, are enjoined and restrained from** directly or indirectly pursuing the foreclosure

of Bernard E. Bonner's property or directly or indirectly selling Bernard E. Bonner's property, provided that, before the issuance of the restraining order, Bernard E. Bonner must post a bond in the amount of \$ 900.00 payable to ~~defendant~~, conditioned and approved as required by law.

District Clerk's Office

It is ORDERED that, **NEWREZ LLC dba Shellpoint Mortgage Servicing**, defendant in this cause, appear before this Court on October 10, 2024 at 1:00 P. M. at Harris County, Texas, to show cause, if any, why the temporary injunction requested by Bernard E. Bonner should not issue against Defendant.

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_  
\_\_\_\_.M.

Signed:  
9/27/2024  
1:27 PM  
Rebecca Sutton Collier  
JUDGE PRESIDING

Unofficial Copy Office of Marilyn Burgess District Clerk