

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION AT CLEVELAND**

KIM GIBSON
16405 Sunny Glenn Ave.
Cleveland, OH 44128

and

LAWRENCE FARRELL
1401 Priory Circle
Wintergarden, FL 34787

Plaintiffs, individually and on
behalf of all others similarly
situated,

v.

U.S. BANK, NATIONAL ASSOCIATION
c/o Andrew Cecere, C.E.O.
800 Nicollet Mall
Minneapolis, MN 55402

Defendant.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES**

JURY DEMAND ENDORSED HEREIN

Plaintiffs Kim Gibson (“Gibson”) and Lawrence Farrell (“Farrell”) (collectively, “Plaintiffs”), each individually, and on behalf of all others similarly situated, by and through counsel, and for their Class Action Complaint for Damages against Defendant U.S. Bank, National Association (“U.S. Bank” or “Defendant”) state as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Gibson is a natural person residing in Cuyahoga County, Ohio.
2. Plaintiff Farrell is a natural person residing in Wintergarden, Florida.
3. Defendant is a federal depository institution incorporated under the laws of the State of Delaware, and, upon belief, maintains its principal place of business at 800 Nicollet Mall, Minneapolis, MN 55402.

4. U.S. Bank does business in the state of Ohio and is licensed to do business in the state of Ohio as a foreign corporation.

5. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331.

6. Venue is proper in this District, pursuant to 28 U.S.C. § 1391, because Defendant solicited business in this District, Plaintiff Gibson is a resident of this District, and a substantial part of the events or omissions giving rise to Plaintiff Gibson's claims occurred in this District.

THE REAL ESTATE SETTLEMENT PROCEDURES ACT AND REGULATION X

7. The Real Estate Settlement Procedures Act ("RESPA")—12 U.S.C. §§ 2601, *et seq.*—permits a borrower (or an agent of a borrower) to submit a "qualified written request" requesting an error regarding a "federally related mortgage loan" to be corrected¹ or requesting information relative to such a loan to any servicer of such a loan.² 12 U.S.C. § 2605(e)(1).

8. RESPA provides that upon receipt of a qualified written request, "a servicer of a federally related mortgage loan...shall provide a written response acknowledging receipt of the correspondence within 5 days (excluding legal public holidays, Saturdays, and Sundays) unless the action requested is taken within such period." 12 U.S.C. § 2605(e)(1)(A).

9. Regarding NOEs, RESPA provides that "not later than 30 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request...the servicer shall...make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction" or after conducting an investigation "provide the borrower with a written explanation or clarification that includes...a statement of the reasons for which the servicer believes the account of the borrower is correct" either of which such notice "shall include the name

¹ Hereinafter, these qualified written requests shall be referred to as Notices of Error, or "NOEs."

² Hereinafter, these qualified written requests shall be referred to as Requests for Information, or "RFIs."

and telephone number of a representative of the servicer who can provide assistance to the borrower.” 12 U.S.C. § 2605(e)(2); 12 U.S.C. § 2605(e)(2)(A); 12 U.S.C. § 2605(e)(2)(B)(i)-(ii).

10. Regarding RFIs, RESPA provides that “not later than 30 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request... the servicer shall...provide the borrower with a written explanation or clarification that includes” the “information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.” 12 U.S.C. § 2605(e)(2); 12 U.S.C. § 2605(e)(2)(C); 12 U.S.C. § 2605(e)(2)(C)(i)-(ii).

11. Further, specifically regarding RFIs requesting the identity and contact information of the owner or assignee of the loan, RESPA provides that a servicer of a federal related mortgage loan shall not fail to respond to such a request within ten (10) business days. 12 U.S.C. § 2605(k)(1)(D).

12. In January 2013, the Consumer Financial Protection Bureau (“CFPB”) issued final rules concerning mortgage markets in the United States, pursuant to the authority granted by the Dodd-Frank Wall Street Reform and Consumer Protection Act—Public Law No. 111-203, 124 Stat. 1376 (2010)—which amended RESPA.

13. The CFPB’s RESPA Mortgage Servicing Final Rules—known as “Regulation X” and codified as 12 C.F.R. § 1024—were issued on January 17, 2013 and became effective on January 10, 2014.

14. Through Regulation X, the CFPB has provided guidance for the interpretation of the foregoing RESPA provisions.

15. Relative to NOEs, Regulation X provides that “[a] servicer shall comply with the requirements of this section for any written notice from the borrower that asserts an error and that includes the name of the borrower, information that enables the servicer to identify the borrower's mortgage loan account, and the error the borrower believes has occurred...A qualified written request that asserts an error relating to the servicing of a mortgage loan is a notice of error for purposes of this section, and a servicer must comply with all requirements applicable to a notice of error with respect to such qualified written request.” 12 C.F.R. § 1024.35(a).

16. Relative to NOEs, Regulation X provides that a servicer must respond to an NOE by either “[c]orrecting the error or errors identified by the borrower and providing the borrower with a written notification of the correction, the effective date of the correction, and contact information, including a phone number, for further assistance” or “[c]onducting a reasonable investigation and providing the borrower with written notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower’s right to request documents relied upon by the servicer in reaching its determination, information regarding how the borrower can request such documents, and contact information, including a phone number, for further assistance.” 12 C.F.R. § 1024.35(e)(1).

17. Relative to RFIs, Regulation X provides that “a servicer shall comply with the requirements of this section for any written request for information from a borrower that includes the name of the borrower, information that enables the servicer to identify the borrower’s mortgage loan account, and states the information the borrower is requesting with respect to the borrower’s mortgage loan.” 12 C.F.R. § 1024.36(a).

18. 12 C.F.R. § 1024.36(d)(1) provides that a servicer must respond to an RFI by either “[p]roviding the borrower with the requested information and contact information, including a telephone number, for further assistance in writing” or “[c]onducting a reasonable search for the requested information and providing the borrower with a written notification that states that the servicer has determined that the requested information is not available to the servicer, provides the basis for the servicer's determination, and provides contact information, including a telephone number, for further assistance.”

19. While much of Regulation X expanded the scope of information and errors about which borrowers could submit RFI and NOEs, Regulation X also provides for additional restrictions and requirements that borrowers have to abide by in sending RFIs and NOEs in order to trigger a servicer’s obligation to respond, notably, a servicer may, by written notice provided to a borrower, establish an address that a borrower must use to submit a request for information or notice of error in accordance with the procedures in this section. The notice shall include a statement that the borrower must use the established address to request information or assert an error. If a servicer designates a specific address for receiving information requests, the servicer shall designate the same address for receiving notices of error, and if a servicer designates a specific address for receiving notices of error, the servicer shall designate the same address for receiving information requests. A servicer shall provide a written notice to a borrower before any change in the address used for receiving an information request or notice of error. A servicer that designates an address for receipt of information requests or notices of error must post the designated address on any website maintained by the servicer if the website lists any contact address for the servicer. 12 C.F.R. § 1024.35(c); 12 C.F.R. § 1024.36(b).

STATEMENT OF FACTS

20. U.S. Bank is a mortgage “servicer” as defined by 12 C.F.R. § 1024.2(b) and 12 U.S.C. § 2605(i)(2). U.S. Bank is the current servicer of Plaintiffs’ and Class Members’ notes and mortgages on real property that secure those notes (collectively referred to hereinafter as the “Loans”).

21. The Loans are each a “federally related mortgage loan” as defined by RESPA and Regulation X. 12 U.S.C. § 2602(1); 12 C.F.R. § 1024.2(b).

22. U.S. Bank is subject to the requirements of RESPA and Regulation X, and does not qualify for the exception for “small servicers”—as defined by 12 C.F.R. § 1026.41(e)(4)—nor for the exemption for a “qualified lender”—as defined by 12 C.F.R. § 617.7000.

23. Plaintiffs and Class Members submitted RFIs and/or NOEs to U.S. Bank, each of which were “qualified written requests,” as that term is defined by 12 U.S.C. § 2605(e)(1)(B).

24. At all times relevant to this Complaint since January 31, 2019, U.S. Bank voluntarily continued to mandate that borrowers send any RFIs and NOEs to the following address they designated for the receipt of such, pursuant to their authority to do so under 12 C.F.R. § 1024.35(c) and 12 C.F.R. § 1024.36(b):

U.S. Bank
Attention: Escalation Center
P.O. Box 21977
Eagan, MN 55121

(the “Designated Address”).

25. From January 31, 2019 until at least March 11, 2019, U.S. Bank still listed the Designated Address as the address to which RFIs and NOEs “must be directed” by borrowers on its website. A printout of U.S. Bank’s website denoting the Designated Address (<https://www.usbank.com/mortgage/existing-customer.html>) (the “Webpage”), accessed on March 11, 2019, is attached as **Exhibit A**.

26. As directed by U.S. Bank, Plaintiffs and Class Members submitted each of their RFIs and NOEs to U.S. Bank at the Designated Address.

27. The Post Office Box listed in the Designated Address was closed due to “the rental fee being past due” on and since January 31, 2019. “The mail should have been returned upon arrival.” The Post Office Box clerk has been instructed “to return these certified mail pieces back to the sender, box closed no forward on file”. A copy of a response from a Supervisor at the United States Postal Service (“USPS”) to an inquiry (Case ID 142067699) submitted by or on behalf of Attorney Whitney Kaster of DannLaw regarding various RFIs and NOEs sent to the Designated Address is attached as **Exhibit B**.

28. In short, the Designated Address is a Post Office Box that is no longer operational and contains no forwarding address on file. See **Exhibit B**.

FACTS RELEVANT TO PLAINTIFF GIBSON

29. On or about February 5, 2019, Plaintiff Gibson, through counsel, sent an NOE to U.S. Bank at the Designated Address via U.S. Certified Mail (“Gibson NOE #1”). A copy of the Gibson NOE #1 is attached as **Exhibit C**.

30. On or about February 7, 2019, U.S. Bank sent a mortgage statement to Plaintiff Gibson confirming the Designated address by stating that she was required to send any RFI or NOE to the Designated Address (“Gibson’s February Statement”). A copy of Gibson’s February Statement is attached as **Exhibit D**.

31. On or about February 28, 2019, Plaintiff Gibson sent an NOE to U.S. Bank at the Designated Address via U.S. Certified Mail (“Gibson NOE #2”). A copy of the Gibson NOE #2 is attached as **Exhibit E**.

32. The Gibson NOE #1 and Gibson NOE #2 (collectively, the “Gibson NOEs”) were valid notices of error as defined by 12 C.F.R. § 1024.35(a), and therefore, were valid qualified written requests.

33. Prior to sending each of the Gibson NOEs, Gibson, through counsel, verified the Designated Address by accessing Defendant’s Webpage.

34. Despite Plaintiff Gibson sending each of the Gibson NOEs to U.S. Bank at the Designated Address, and such letters arriving at the Designated Address, Plaintiff Gibson received no written acknowledgment or response to the Gibson NOEs.

35. Plaintiff Gibson will not receive any written acknowledgment or response to the Gibson NOEs since such correspondence is to be returned to Plaintiff Gibson, as the Designated Address is no longer valid and U.S. Bank did not establish a forwarding address. See **Exhibit B**.

36. Plaintiff Gibson has suffered harm from U.S. Bank’s actions, as it required her to incur costs—such as postage expenses and attorneys’ fees—to send the Gibson NOEs to the Designated Address as mandated by U.S. Bank when U.S. Bank knew or should have known that such address was not valid and that Plaintiff Gibson would never receive a response to the Gibson NOEs, in essence, inviting Plaintiff Gibson to unnecessarily waste time and money on an impossibly fruitless effort.

FACTS RELEVANT TO PLAINTIFF FARRELL

37. On or about February 20, 2019, Plaintiff Farrell, through counsel, sent three (3) RFIs to U.S. Bank at the Designated Address via Certified U.S. Mail, including an RFI seeking information about the identity of the creditor or assignee of Plaintiff Farrell’s loan (“Farrell RFI #1”), information regarding loss mitigation efforts related to Plaintiff Farrell’s loan (“Farrell RFI #2”), and information related generally to the servicing of Plaintiff Farrell’s loan (“Farrell RFI #3”).

(collectively, the “Farrell RFIs”). A copy of each of the Farrell RFIs is attached as **Exhibit F**, **Exhibit G**, and **Exhibit H**, respectively.

38. Prior to sending each of the Farrell RFIs, Farrell, through counsel, verified the Designated address by accessing Defendant’s Webpage.

39. Despite Plaintiff Farrell sending each of the Farrell RFIs to U.S. Bank at the Designated Address, and such letters arriving at the Designated Address, Plaintiff Farrell received no written acknowledgment or response to the Farrell RFIs.

40. Plaintiff Farrell will not receive any written acknowledgment or response to the Farrell RFIs since such correspondence is to be returned to Plaintiff Farrell, as the Designated Address is no longer valid and U.S. Bank did not establish a forwarding address. See **Exhibit B**.

41. Plaintiff Farrell has suffered harm from U.S. Bank’s actions, as it required him to incur costs—such as postage expenses and attorneys’ fees—to send the Farrell RFIs to the Designated Address as mandated by U.S. Bank when U.S. Bank knew or should have known that such address was not valid and that Plaintiff Farrell would never receive a response to the Farrell RFIs, in essence, inviting Plaintiff Farrell to unnecessarily waste time and money on an impossibly fruitless effort.

CLASS ACTION ALLEGATIONS

42. **Class Definition:** Plaintiffs bring this action pursuant to Fed R. Civ. P. 23 on behalf of a class of similarly situated individuals and entities (the “Class”), defined as follows:

All loan borrowers in the United States (1) who submitted to U.S. Bank a “qualified written request,” as defined by 12 U.S.C. § 2605(e)(1)(B), in the form of a Request for Information or Notice of Error which arrived at P.O. Box 21977, Eagan, MN 55121, on or after January 31, 2019, and (2) to whom U.S. Bank failed to provide a written acknowledgement of receipt of or a response to such a qualified written request due to such address no longer being in operation.

43. **Numerosity:** Upon information and belief, the Class is comprised of more than 40 members. This conclusion is reasonable because U.S. Bank is one of the largest mortgage providers and servicers in the country, and has reported servicing mortgages worth approximately \$295,000,000,000 as of the first quarter of 2018, \$60,000,000,000 of which were internally originated by U.S. Bank³, and U.S. Bank notified Plaintiffs and Class members for at least over (1) month to send all RFIs and NOEs to an address which was no longer in operation meaning that no such correspondence sent during this time would receive a written acknowledgment or response from Defendant. The Class is so numerous that joinder of all members is impractical. The exact number of members in the Class is presently unknown, can only be ascertained through discovery, and can easily be identified through Defendant's records or by other means.

44. **Commonality and Predominance:** All members of the Class have been subject to and affected by a uniform course of conduct: specifically, U.S. Bank notifying Plaintiffs and Class members for at least over (1) month to send all RFIs and NOEs to an address which was no longer in operation meaning that no such correspondence sent during this time received a written acknowledgment or response from Defendant. There are questions of law and fact common to the proposed Class that predominate over any individual questions.

45. **Typicality:** Plaintiffs' claims are typical of the claims of the Class. Plaintiffs and Class members were denied information to which they were entitled because Defendant unlawfully failed to provide an acknowledgement or response due to Defendant advising borrowers to send any RFIs and NOEs to a defunct address causing Plaintiffs and Class members to incur damages as a result.

³ *U.S. Bancorp Is The Only Major U.S. Bank Still Reporting Mortgage Servicing Growth*, Forbes, June 8, 2018, <https://www.forbes.com/sites/greatspeculations/2018/06/08/u-s-bancorp-is-the-only-major-u-s-bank-still-reporting-mortgage-servicing-growth/#32b247cdba20> (last visited March 11, 2019).

46. **Adequacy:** Plaintiffs will adequately represent the interests of the Class and do not have adverse interests to the Class. If individual Class members prosecuted separate actions, it may create a risk of inconsistent or varying judgments that would establish incompatible standards of conduct. A class action is the superior method for the quick and efficient adjudication of this controversy. Plaintiffs' counsel have extensive experience litigating consumer class actions.

COUNT ONE:
VIOLATIONS OF 12 U.S.C. § 2605(e)(1)(A) AND 12 C.F.R. §§ 1024.35(d) and 1024.36(c)
(on behalf Plaintiffs and the Class)
(Failure to send written acknowledgment of receipt of qualified written requests)

47. Plaintiffs repeat and reallege paragraphs one (1) through forty-six (46) with the same force and effect as though fully set forth herein.

48. Plaintiffs and Class members submitted RFIs and NOEs, each of which were a “qualified written request” as defined by 12 U.S.C. § 2605(e)(1)(B), to U.S. Bank at the Designated Address.

49. Plaintiffs' and Class members' NOEs alleged that U.S. Bank committed specific errors related to their loans as enumerated in 12 C.F.R. §§ 1024.35(b)(1)-(11), pursuant to 12 C.F.R. § 1024.35.

50. Plaintiffs' and Class members' RFIs requested specific information related to their loans, pursuant to 12 C.F.R. § 1024.36.

51. U.S. Bank failed to provide written acknowledgment of Plaintiffs' and Class members' RFIs and NOEs within five (5) business days of receipt—that is, within five (5) business days of arrival at the Designated Address—as required by 12 U.S.C. § 2605(e)(1)(A) and 12 C.F.R. §§ 1024.35(d) and 1024.36(c).

52. U.S. Bank's failure to provide written acknowledgment of Plaintiffs' and Class members' RFIs and NOEs within five (5) business days of receipt constitutes clear violations of

the requirements of 12 U.S.C. § 2605(e)(1)(A), as interpreted by 12 C.F.R. §§ 1024.35 and 1024.36.

53. Plaintiffs and Class members were harmed because they incurred the expenses associated with sending RFIs and NOEs—such as their time, postage, etc.—but did not receive the written acknowledgements of receipt to which they were legally entitled, pursuant to RESPA and Regulation X and, since the Designated Address is inoperable, they have no expectation to receive such acknowledgment in the future.

54. As U.S. Bank can (and did) mandate the address to which borrowers *must* submit RFIs and NOEs, by mandating that such correspondence be sent to a defunct address, U.S. Bank is evading its legal obligations and has effectively stripped borrowers of their rights to submit RFIs and NOEs within and subject to the protective framework of RESPA.

55. U.S. Bank's actions are believed to be the continuation of a pattern and practice of behavior in conscious disregard of the Plaintiffs' and Class members' rights.

56. As a result of U.S. Bank's actions, U.S. Bank is liable to Plaintiffs and Class members for actual damages, statutory damages, costs, and attorney fees. 12 U.S.C. § 2605(f)(2)-(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs KIM GIBSON and LAWRENCE FARRELL, individually, and on behalf of the Class, pray for an Order as follows:

- A. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- B. Designating Plaintiffs as representatives of the Class and their undersigned counsel as Class Counsel;

- C. Entering judgment in favor of Plaintiffs and the Class and against Defendant;
- D. Awarding Plaintiffs and the Class their actual damages, statutory damages as allowed under RESPA, and punitive damages;
- E. Awarding Plaintiffs and the Class attorneys' fees and costs, including interest thereon, as allowed or required by law; and,
- F. Granting all such further and other relief as this Court deems just and appropriate.

COUNT TWO:

VIOLATIONS OF 12 U.S.C. § 2605(e)(1)(A) AND 12 C.F.R. §§ 1024.35(d) and 1024.36(c)

(on behalf Plaintiffs and the Class)

(Failure to provide written responses to qualified written requests)

57. Plaintiffs repeat and reallege paragraphs one (1) through forty-six (46) with the same force and effect as though fully set forth herein.

58. Plaintiffs and Class members submitted RFIs and NOEs, each of which were a “qualified written request” as defined by 12 U.S.C. § 2605(e)(1)(B), to U.S. Bank at the Designated Address.

59. Plaintiffs’ and Class members’ NOEs alleged that U.S. Bank committed specific errors related to their loans as enumerated in 12 C.F.R. §§ 1024.35(b)(1)-(11), pursuant to 12 C.F.R. § 1024.35.

60. Plaintiffs’ and Class members’ RFIs requested specific information related to their loans, pursuant to 12 C.F.R. § 1024.36.

61. U.S. Bank failed to provide a substantive written response to Plaintiffs’ and Class members’ RFIs and NOEs within the applicable timeframes of ten (10) or thirty (30) business days of receipt—that is, within ten (10) or thirty (30) business days of arrival at the Designated Address—as required by 12 U.S.C. § 2605(e)(1)(A) and 12 C.F.R. §§ 1024.35(e) and 1024.36(d).

62. U.S. Bank's failure to provide a substantive written response to Plaintiffs' and Class members' RFIs and NOEs within the applicable timeframes of ten (10) or thirty (30) business days of receipt constitutes clear violations of the requirements of 12 U.S.C. §§ 2605(e)(2) and 2605(k)(1)(D), as interpreted by 12 C.F.R. §§ 1024.35 and 1024.36.

63. Plaintiffs and Class members were harmed because they incurred the expenses associated with sending RFIs and NOEs—such as their time, postage, etc.—but did not receive the information or responses to which they were legally entitled, pursuant to RESPA and Regulation X and, since the Designated Address is inoperable, they have no expectation to receive such information or responses in the future.

64. As U.S. Bank can (and did) mandate the address to which borrowers *must* submit RFIs and NOEs, by mandating that such correspondence be sent to a defunct address, U.S. Bank is evading its legal obligations and has effectively stripped borrowers of their rights to submit RFIs and NOEs within and subject to the protective framework of RESPA.

65. U.S. Bank's actions are believed to be the continuation of a pattern and practice of behavior in conscious disregard of the Plaintiffs' and Class members' rights.

66. As a result of U.S. Bank's actions, U.S. Bank is liable to Plaintiffs and Class members for actual damages, statutory damages, costs, and attorney fees. 12 U.S.C. § 2605(f)(2)-(3).

PRAYER FOR RELIEF

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- A. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;

- B. Designating Plaintiffs as representatives of the Class and their undersigned counsel as Class Counsel;
- C. Entering judgment in favor of Plaintiffs and the Class and against Defendant;
- D. Awarding Plaintiffs and the Class their actual damages, statutory damages as allowed under RESPA, and punitive damages;
- E. Awarding Plaintiffs and the Class attorneys' fees and costs, including interest thereon, as allowed or required by law; and,
- F. Granting all such further and other relief as this Court deems just and appropriate.

Respectfully Submitted,

/s/ Marc E. Dann

Marc E. Dann (0039425)

Brian D. Flick (0081605)

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*Counsel for Plaintiffs Kim Gibson and Lawrence
Farrell*

JURY DEMAND

Plaintiffs hereby request a trial by jury on all issues.

/s/ Marc E. Dann

Marc E. Dann (0039425)

Brian D. Flick (0081605)

Daniel M. Solar (0085632)

*Counsel for Plaintiffs Kim Gibson and Lawrence
Farrell*

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Home Mortgage U.S. Bank Mortgage Customers

U.S. Bank Mortgage Customers

We're here to serve you.

Customer service is our first priority. As a U.S. Bank mortgage customer, you can access your account online, see current rates and learn more about the mortgage products we have to offer.

Manage My Mortgage Account

Log in to your account to view your statements, pay your mortgage online and manage your account options.

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Interested in Refinancing?

Refinancing your current mortgage could result in a lower interest rate, a reduction in loan term or cash at closing. It's also an opportunity to switch to a different type of mortgage. Learn more at [Refinance Your Home](#).

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Thinking about purchasing a new home, a vacation home or [investment property](#)? We have a number of mortgage products for you to consider.

Making Home Affordable

The Making Home Affordable program allows eligible borrowers to refinance or modify their mortgage loans, resulting in more affordable payments. U.S. Bank Home Mortgage is participating in the program and fully supports efforts to help families to lower monthly mortgage payments and/or to avoid foreclosure and remain in their homes.

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Resources for Existing Customers

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Notices of Error and Requests for Information

Borrowers have certain rights under Federal law related to resolving errors and requesting information about their mortgage account. Notices of Error and Requests For Information must be directed to U.S. Bank, Attention: Escalation Center, P.O. Box #21977, Eagan, MN 55121. Your submission must be in writing and include the name of each borrower, the loan number and a description of the error you believe has occurred OR a request for specific information regarding your mortgage loan.

Already a Customer?

Access your mortgage information online, seven days a week, 24 hours a day.

Service 800-365-7772

Log In to your Mortgage Account

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Need help getting through the process? Call 877-303-1640 today to get started.

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Loan approval is subject to credit approval and program guidelines. Not all loan programs are available in all states for all loan amounts. Interest rate and program terms are subject to change without notice.

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- Activate Your Debit Card
- Find Your Routing Number
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- View CD Rates
- Find Mortgage Help & Repayment Options
- Access REO (Bank-Owned) Properties



EXHIBIT B

Whitney Horton <whorton@dannlaw.com>

Response to your recent inquiry (Case ID 142067699) (KMM59217380V97931L0KM)

1 message

eCustomerCare National <ECCADUSER@usps.gov>
To: Whitney Kaster <notices@dannlaw.com>

Wed, Mar 6, 2019 at 1:46 PM

Dear Whitney,

I regret learning of the inconvenience you have experienced with the Certified mail service.

This P.O. Box has been closed due to the rental fee being past due (01/31/2019). The mail should have been returned upon arrival. I have instructed the box clerk to return these certified mail pieces back to the sender, box closed no forward on file.

Please accept our sincere apology for any inconvenience this matter may have caused you. For further questions or information regarding this matter please contact the Eagan Post Office at 651-202-4953.

Sincerely,

Rich
Supervisor
55121STPAULMNMANAGER@USPS.GOV

Your privacy is important to us. If you would like additional information on our privacy policy, please visit us online at: usps.com



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Dann
Law216-373-0539
TelephoneNotice@DannLaw.com
Email216-373-0536
Fax

February 5, 2019

U.S. Bank
Attn: Escalation Center
P.O. Box 21977
Eagan, MN 55121**Sent via Certified Mail return receipt requested [7014 2120 0003 0670 3840]***In the Matter of:**Borrower's Name: Kim Gibson
Property Address: 16405 Sunny Glenn Ave., Cleveland, OH 44128
Mortgage Account No.: [REDACTED]***If responding to this correspondence by e-mail, please send to notices@dannlaw.com***Re: Notice of error pursuant to 12 C.F.R. §1024.35(b)(11) for failure to properly respond to a request for information in compliance with 12 C.F.R. §1024.36**

Dear Sir or Madam:

Please consider this letter to constitute a "notice of error" under 12 C.F.R. § 1024.35 of Regulation X of the Mortgage Servicing Act under the Real Estate Settlement Procedures Act (RESPA). The written authority of the above-referenced borrower (the "Borrower") to our law firm for this communication is enclosed for you reference and review and is incorporated herein by this reference.

You must acknowledge receipt of this notice within five (5) business days thereof. You must send your response(s) to this notice within thirty (30) business days of receipt thereof.

On or about November 16, 2018, the Borrower sent a letter captioned "Request for Information Pursuant to 12 C.F.R. § 1024.36" (the "RFI") to U.S. Bank via Certified U.S. Mail [Receipt No.: 7014 2120 0003 0668 3197]. A copy of the RFI is enclosed for your reference.

U.S. Bank sent correspondence in response to the RFI dated December 5, 2018 (the "Response"). The Response was deficient to respond to the RFI as it failed to provide copies of any and all servicing notes related to U.S. Bank's servicing of the above-referenced mortgage loan since January 10, 2014.

There are very limited circumstances when a mortgage loan servicer is not required to provide information related to the servicing of a mortgage loan requested by and through a request for information issued pursuant to 12 C.F.R. § 1024.36.



Specifically, 12 C.F.R. § 1024.36(f)(1) provides that a servicer does not have to comply with 12 C.F.R. § 1024.36(c) or 12 C.F.R. § 1024.36(d) if the request seeks substantially the same information as a prior request, the information sought is confidential, proprietary, or privileged, the information is not directly related to a borrower's specific mortgage loan account, or the request is overbroad or unduly burdensome. Moreover, 12 C.F.R. § 1024.36(f)(2) provides that:

If a servicer determines that, pursuant to this paragraph (f), the servicer is not required to comply with the requirements of paragraphs (c) and (d) of this section, the servicer shall notify the borrower of its determination in writing not later than five days (excluding legal public holidays, Saturdays, and Sundays) after making such determination. The notice to the borrower shall set forth the basis under paragraph (f)(1) of this section upon which the servicer has made such determination.

By and through the Response, U.S. Bank generally stated “[a]dditional information or documents you requested may be considered internal/confidential information and/or not relevant to an individual mortgage loan or the servicing thereof; therefore, a subpoena would be required to release such information.”

It is improper for U.S. Bank to claim that the requested information is proprietary or confidential such as to permit U.S. Bank to refrain from providing the requested information. Comment 1 to 12 C.F.R. § 1024.36(f)(1)(ii) provides illustrative examples as to what constitutes confidential, proprietary, or privileged information for the purposes of requests for information pursuant to 12 C.F.R. § 1024.36:

Confidential, proprietary or privileged information may include information requests relating to, for example:

- i. Information regarding management or profitability of a servicer, including information provided to investors in the servicer.
- ii. Compensation, bonuses, or personnel actions relating to servicer personnel, including personnel responsible for servicing a borrower's mortgage loan account;
- iii. Records of examination reports, compliance audits, borrower complaints, and internal investigations or external investigations; or
- iv. Information protected by the attorney-client privilege

None of the unfulfilled requests bear any resemblance to the types of requests for which the Consumer Financial Protection Bureau provides guidance as to what constitutes a request that seeks proprietary information. To the extent that proprietary information may be included within some of the information and/or documents requested by and through the RFI, such information and/or documentation can be withheld and/or redacted. The fact that some such information may be contained within such documents does not wholly absolve U.S. Bank of their obligation to produce



information contained within such documents that is not proprietary. That is, for example, to the extent that servicing notes may contain proprietary information, such information may be redacted, but the fact that *some* information in the servicing notes may be proprietary does not allow for U.S. Bank to refuse to provide *any* of the servicing notes for the loan as requested.

Regarding relevancy, it is unfathomable as to how U.S. Bank would be able to reasonably claim that items such as servicing notes are not relevant to U.S. Bank's servicing business or specifically as to the Borrower's mortgage loan account specifically referenced in the RFI.

In short, U.S. Bank has failed to provide any justifiable reason as to why they do not need to supply the remaining outstanding information and documentation requests by and through the RFI.

Wherefore, the Borrower hereby alleges that U.S. Bank's actions, in failing to provide all of the information requested by and through the RFI, constitute a willful violation of 12 C.F.R. § 1024.36. *The Borrower further asserts that U.S. Bank's actions, as such, constitute an error in the servicing of the Borrower's mortgage loan account pursuant to 12 C.F.R. § 1024.35(b)(11).*

As such, the Borrower hereby demands that U.S. Bank provide all the information and/or documentation requested by and through the RFI, or, in the alternative, specifically provide a valid justification as to why U.S. Bank will not supply the information requested by and through each of the requests in the RFI.

Please correct this error as described herein and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or after conducting a reasonable investigation and providing the Borrower, through our firm, with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the Borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the Borrower can request such documents, and contact information for further assistance.

Please also remit funds for restitution to the Borrower including but not limited to reimbursement of legal fees and expenses incurred in the preparation and sending of this notice.

Sincerely,


Whitney E. Kaster

Enclosures



Illinois | New Jersey | New York | Ohio | Oregon

Telephone: 216-373-0539
Facsimile: 216-373-0536
Email: Notices@DannLaw.com

In the Matter of:
Borrower(s): Kim Gibson

Property Address: 16405 Sunny Glen Avenue Cleveland OH 44128

Mortgage Loan No.: [REDACTED]

Re: Written Consent/Authorization for Requests for Information & Notices of Error

To Whom It May Concern:

I/We, the borrower(s), do hereby authorize and provide our written consent and authorization for US Bank, the Servicer of the above-referenced loan, to fully cooperate with, comply with, and provide any and all information requested or demanded by and through any and all Requests for Information and/or Notices of Error pertaining to our loan, pursuant to the Real Estate Settlement and Procedures Act (Regulation X) and/or the Truth in Lending Act (Regulation Z) which may be sent by Attorneys on our behalf. Said counsel represents us in any and all pending or contemplated legal matters concerning the above-referenced loan. Please respond to any and all such Requests and Notices at the following address:

DannLaw
P.O. Box 6031040, Cleveland, OH 44103

Signed: Kim Gibson Date: 11/06/2018

Print Name: Kim Gibson

Signed: _____ Date: 11/06/2018

Print Name: _____

Mailing Address
PO Box 6031040
Cleveland, Ohio 44103

DannLaw.com
[877] 475-8100





Audit Trail

| | |
|--------------------|------------------------------------------|
| TITLE | Hello |
| FILE NAME | RackMultipart20180919-16-1h5pzb.pdf |
| DOCUMENT ID | 92e5c7e7f81f033998ec1f9698b5a922e86d98b3 |
| STATUS | ☑ Completed |

This document was requested and signed on lexicata.com

Document History

| | | |
|--------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|  SIGNED | 11/06/2018 16:45:00 UTC-5 | Signed by Antonette Scharsu (antonette@dannlaw.com) IP: 162.254.153.226 |
|  SENT | 11/06/2018 16:45:03 UTC-5 | Sent for signature to Kim Gibson (letheavenrain@yahoo.com) from antonette@dannlaw.com IP: 162.254.153.226 |
|  VIEWED | 11/06/2018 18:08:14 UTC-5 | Viewed by Kim Gibson (letheavenrain@yahoo.com) IP: 24.166.89.52 |
|  SIGNED | 11/06/2018 18:15:46 UTC-5 | Signed by Kim Gibson (letheavenrain@yahoo.com) IP: 24.166.89.52 |
|  COMPLETED | 11/06/2018 18:15:46 UTC-5 | The document has been completed. |



Illinois | New Jersey | New York | Ohio | Oregon

Telephone: (216) 373-0539
Facsimile: (216) 373-0536
Email: notices@dannlaw.com

November 16, 2018

U.S. Bank
Attn: Consumer Advocacy
P.O. Box 21977
Eagan, MN 55121

**Sent via Certified Mail return receipt requested [7014 2120 0003 0668 3197]*

In the Matter of:

Borrower's Name: Kim Gibson
Property Address: 16405 Sunny Glenn Ave., Cleveland, OH 44128
Mortgage Account No.: [REDACTED]

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com***

Re: Request for Information Pursuant to 12 C.F.R. § 1024.36

Dear Sir or Madam:

This is a Request for Information related to your servicing of the above-referenced mortgage loan. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act. The written authority of the above-referenced borrower (the "Borrower") for this request to our law firm is enclosed.

Pursuant to 12 C.F.R. § 1024.36(c), you must provide our office with a written response acknowledging your receipt of this request within five (5) business days of such. Pursuant to 12 C.F.R. § 1024.36(d)(ii)(2)(B), you must provide the information requested herein, *infra*, within thirty (30) business days of your receipt of this request.

Please provide the following information within the time periods noted herein:

1. An exact reproduction of the life of loan mortgage transaction history for this loan from the contract system of record from your electronic software program for this loan. For purposes of identification, the life of loan transaction history means any software program or system by which the servicer records the current mortgage balance, the receipt of all payments, the assessment of any late fees or charges, and the recording of any corporate advances for any fees or charges including but not limited to property inspection fees, broker price opinion fees,

Mailing Address:
P.O. Box 6031040, Cleveland, OH 44103

dannlaw.com
(877) 475-8100



legal fees, escrow fees, processing fees, technology fees, or any other collateral charge. Also, to the extent this life of loan transaction history includes in numeric or alpha-numeric codes, please attach a complete list of all such codes and state in plain English a short description for each such code.


2. Copies of any and all servicing notes related to your servicing of the above-referenced mortgage loan from January 10, 2014.
3. Copies of any and all broker's price opinions you performed or otherwise obtained for the above-referenced property in relation to the above-referenced mortgage loan.
4. The physical location of the original note related to the above-referenced mortgage loan.
5. A true and accurate copy of the original note related to the above-referenced mortgage loan.
6. The identity, address, and other relevant contact information for the custodian of the collateral file containing the original collateral documents for the above-referenced mortgage loan, including, but not limited to the original note.
7. A detailed copy of your last two (2) analyses of the escrow account of the mortgage.
8. A copy of an accurate and up-to-date reinstatement quote and/or reinstatement letter showing the exact amount needed to cure any default or delinquency on the above-referenced loan as well as a date through which such amount is to remain good and valid.

Best Regards,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster, Esq.

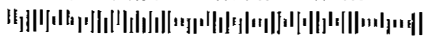

Enclosure



U.S. Bank Home Mortgage
4801 Frederica Street
Owensboro, KY 42301

Home Mortgage

0-726-62599-0006661-001-1-000-010-000-000

KIM GIBSON
DANNLAW
PO BOX 6031040
CLEVELAND OH 44103-8800



Mortgage Statement

Statement Date **02/07/2019**

Account Number **[REDACTED]**

Schedule Due Date **03/01/2019**
We may contact you if payment is not received by the scheduled due date.

Loan Due Date **07/01/2018**

**If received after 03/16/2019, \$45.55 late fee may be charged.

Reinstatement Amount (as of 02/07/2019) **\$10,905.13**
Please note that after 02/07/2019 additional fees, charges, and/or costs may accrue, so please contact us to obtain the updated amount, as applicable.

Contact Information **800-365-7772**

Live Customer Support: Mon-Fri 7:00 am - 8:00 pm CT and Sat 8:00 am - 2:00 pm CT
Automated Services also available at this number: 24 hours

Live Hearing/Impaired Customer Support: Monday-Friday, 8:00 a.m.-5:00 p.m. CT. **800-874-5568**
A TDD/TTY machine is required when calling this number

Correspondence Address **Notice of Error and Request for Information**
U.S. Bank Home Mortgage U.S. Bank Home Mortgage
P.O. Box 21948 P.O. Box 21977
Eagan, MN 55121 Eagan, MN 55121
Website www.usbankhomemortgage.com

Explanation of Total Amount Due

PAYMENT FACTORS

Past Due Payments **\$9,066.71**
Unpaid Late Fees **\$235.42**
Recoverable Corporate Advance (RCA) **\$1,603.00**

TOTAL AMOUNT DUE TO REINSTATE LOAN (as of 02/07/2019) \$10,905.13

ACCELERATED AMOUNT (as of 02/06/2019) \$115,855.78

Please note that after 02/07/2019 additional fees, charges, and/or costs may accrue, so please contact us to obtain the updated amount, as applicable.

**If received after 03/16/2019, \$45.55 late fee may be charged.

Account Information

Property Address **16405 SUNNY GLENN AVE
CLEVELAND OH 44128**

Outstanding Principal Balance (Not a Payoff Amount) **\$109,543.92**
Interest Rate **4.25000%**
Maturity Date **09/2042**

Other Balances
Escrow Advance **\$1,508.32**
Recoverable Corporate Advance/RCA **\$1,603.00**
Suspense (Unapplied funds)¹ **\$4.22**

If You Are Experiencing Financial Difficulty: To find a HUD-certified counseling organization in your area, contact HUD at 800-569-4287 or visit the website at www.hud.gov/offices/hsg/sfh/hoh/has.cfm.

Past Payment Breakdown

| | PAID SINCE LAST STATEMENT | PAID YEAR TO DATE |
|-----------------------------------------|------------------------------|----------------------|
| Principal | \$215.06 | \$215.06 |
| Interest | \$388.73 | \$388.73 |
| Escrow | \$520.63 | \$520.63 |
| Suspense (Unapplied funds) ¹ | \$4.22 | \$4.22 |

Payment Breakdown represents current year payment transaction activity applied to the account, which may include adjustments to prior year transactions.

Transaction Activity

| Description | Due Date | Date | Total | Principal | Interest | Escrow | Fees/ RCA | Other | Subsidy/ Repl Reserve | Suspense |
|---------------------|----------|------------|----------|-----------|----------|---------|--------------|-------|--------------------------|----------|
| Payment/Suspense | 06/2018 | 01/29/2019 | 1,128.64 | 215.06 | 388.73 | 520.63 | | | | 4.22 |
| Dep of HUD RFP Disb | 09/2019 | 02/04/2019 | | | | 110.24- | | | | |

IMPORTANT MESSAGES

Our Complaint Process: Please submit any mortgage loan foreclosure or foreclosure alternative process related complaint to: U.S. Bank, Attention: Consumer Advocacy, P.O. Box 211259, Eagan, MN 55121. Your submission should include the name of each borrower and the loan number.

Any partial payments you make are **not** applied as the mortgage payment, but are instead held in your suspense account and not deducted from Total Amount Due. If you pay the balance of a partial payment, the funds will be applied to your mortgage payment or other balances due. Please note: suspense application rules may vary if you are active on a repayment or trial payment plan.


A suspense account is a repository for which partial payments are retained until additional funds are received to equal a total monthly payment that may then be used to post a payment to your loan.

***** Please Note: If you are currently under a repayment agreement or HAMP trial period payment plan, the monthly payment amount reflected on this statement may not reflect the agreed upon adjusted payment amount due for the month. Please refer to your repayment agreement, trial period document, or contact our office if you are unsure of the amount you must remit.**

Notices of Error and Requests for Information

Borrowers have certain rights under Federal law related to resolving errors and requesting information about their mortgage account. Notices of Error and Requests For Information must be directed to U.S. Bank, Attention: Consumer Advocacy, P.O. Box 21977, Eagan, MN 55121. Your submission must be in writing and include the name of each borrower, the loan number and a description of the error you believe has occurred OR a request for specific information regarding your mortgage loan.

726-x31310-1017F

usbank 

| Account Number | Scheduled Due Date | Payment Amount | Optional Insurance/ Optional Products | Past Due Amount | Past Due Optional Insurance/ Optional Products | Reinstatement Amount |
|----------------|--------------------|----------------|------------------------------------------|-----------------|---------------------------------------------------|--------------------------|
| Home Mortgage | 03/01/2019 | \$1,138.69 | \$0.00 | \$9,066.71 | \$0.00 | \$10,905.13 ¹ |

Payment Processing cutoff time, for payments made by mail, is 3:00 p.m. Central Time, Monday - Friday
Payments received after cutoff time will be applied to your account the next business day. Late charges may be assessed if payments are not received on time as specified in the terms of your mortgage agreement.
Payments due on a weekend or legal holiday will not be assessed a late charge if received by cutoff time the following business day. Payment processing cutoff times may vary if choosing alternative payment options from those listed above.

| **IF RECEIVED AFTER CUTOFF | TOTAL AMOUNT DUE AFTER CUTOFF |
|----------------------------|-------------------------------|
| 03/16/2019 | \$10,950.63 ¹ |

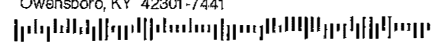
KIM GIBSON

U.S. Bank Home Mortgage
CN-KY-MCDC
4801 Frederica Street
Owensboro, KY 42301-7441

OVERNIGHT DELIVERY:
U.S. Bank Home Mortgage
CN-KY-MCDC
4801 Frederica Street
Owensboro, KY 42301

Check here if name, address and/or phone number changes have been indicated on reverse side.

Additional Principal \$.
Additional Escrow \$.
Other (Please specify) \$.
Total Amount Enclosed \$.



Payment Options – Some of the information below may not apply due to the status of the loan.


| | |
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| <p>Pay by Mail</p> <ul style="list-style-type: none"> To ensure fast and accurate processing of your mortgage payment through our automated processing center, simply write your U.S. Bank mortgage account number on your check or money order and include the complete address and return it in the envelope provided. Checks must be drawn on a United States bank account. Please do not send cash or post-dated checks. If you are sending additional funds, please note on your payment coupon how you want these funds applied. Your account must be current to apply additional funds to principal only. Do not send payments by overnight delivery to P.O. Box Address, as this will delay processing. See front for correspondence or overnight delivery address. Do not send cash or correspondence with your payment, as this could delay the processing. Payments are not credited based on postmark date. Please allow adequate time for mail services and delays. Payment Processing cutoff time, for payments made by mail, is 5:00 p.m. Central Time, Monday – Friday. Payments received after cutoff time will be applied to your account the next business day. Late charges may be assessed if payments are not received on time as specified in the terms of your mortgage agreement. Payments due on a weekend or legal holiday will not be assessed a late charge if received by cutoff time the following business day. Payment processing cutoff times may vary if choosing alternative payment options from those listed above. | <p>Pay OnLine</p> <ul style="list-style-type: none"> Avoid mail delays by making your mortgage payment using our convenient 24-hour online payment option. Simply visit www.usbank.com/onlinepayments and follow the directions provided. The Pay OnLine option is generally available for current monthly billing statement customers and may not be available for customers whose account may be past due. Certain restrictions and limitations may apply. Payments made online - No Fee Payments received after 5:30 p.m. CT will be credited same-day, but will be processed on the next business day. Go green with electronic statements and view your bill online. Visit www.usbank.com/mortgage today to go paperless! Payoff funds cannot be remitted through the Pay Online option. |
| <p>Automatic Payment Program</p> <ul style="list-style-type: none"> Enjoy the convenience and peace of mind that automatic mortgage payments offer at no cost to you. Set up your monthly payments as an automatic debit from your checking or savings account today. Draft Dates available up to 9 days after the scheduled due date. However, draft delay days may not exceed grace days. Please refer to the terms of your mortgage agreement. Contact our Customer Service Center or visit our website to enroll in the Automatic Payment Program. | <p>Pay by Phone</p> <ul style="list-style-type: none"> Payments can be made by telephone using our automated system or by selecting to speak with a Customer Service Representative. Please have your routing number and account number available, and we'll debit your mortgage payment from the account of your choice. (Check for savings) Payments received after 6:30 p.m. CT will be credited same day, but will be processed on the next business day. Payments made by phone may incur the following fees: <ul style="list-style-type: none"> Pay with a U.S. Bank checking or savings account - No Fee Pay using the automated system - Up to \$5.00 Pay using a Customer Service Representative - Up to \$11.00 in accordance with state law requirements |

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| <p>24-Hour Automated Account Information</p> <p>For fast, convenient service, U.S. Bank Mortgage Servicing is pleased to offer 24-Hour Automated Account Information. Please have your property address, social security number and your mortgage account number available.</p> <p>Press 1 To use our automated system to pay your current mortgage payment</p> <p>Press 2 If you are interested in current rates, refinances or purchase information or call 800-365-5001</p> <p>Press 3 For promissory note information</p> <p>Press 4 For loan detail or escrow information</p> <p>Press 5 For insurance claims and other insurance questions</p> <p>Press 6 For payoff information</p> <p>Press 7 For the mailing address for U.S. Bank Mortgage Servicing</p> | <p>Fee Schedule*</p> <p>Return Items - Tax Services - Escrow Waivers</p> <p>Stop Payment Requests - Subordinations</p> <p>Phone and Online Payments - Special Deliveries - Releases</p> <p>Payoff Reversals - Assumptions - Land Trust</p> <p>Food Certificates - Inspections - Modifications</p> <p>Broken Packages - Special Loan Services</p> <p>Conversions - Late Charges</p> <p>Please note that our fee information is subject to change. Actual fees may vary based on the location of your property, applicable law and your loan documents. You may contact us with any questions regarding fees at 1-800-365-7772.</p> | <p>Website Information</p> <p>Visit our secure website at your convenience and utilize the many services offered:</p> <ul style="list-style-type: none"> View current account information View your billing statement and make a payment online View your 1098 Mortgage Interest Statement Update personal contact or hazard insurance information Enroll in our Automatic Payment Program Order mortgage documents or an Amortization Schedule Order a Payoff Statement Receive answers to Frequently Asked Questions Send us an Email with your mortgage questions |
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| <p>Insurance Information</p> <ul style="list-style-type: none"> LOSS PAYABLE CLAUSE: Your hazard/homeowner's policy(s) must reflect our name as Loss Payee. Please provide your account number to your agent for timely payment for future billings. COVERAGE: Homeowners coverage should be equal to 100% replacement cost or guaranteed replacement cost. RENEWALS: Send all policies at least 30 Days prior to the expiration date. Failure to provide proof of continuous coverage will result in us obtaining insurance coverage on your home and charging you the premium. This coverage may be different and more expensive than available through the standard insurance market. FLOOD INSURANCE: Coverage is required on properties located in a Special Flood Hazard Area. The minimum coverage required is the lesser of the unpaid principal balance of all active loans secured by the insurable structure or the replacement cost of the insurable structure not to exceed the maximum coverage available from NFIP (National Flood Insurance Program). Investor requirements may vary. DAMAGED PROPERTY: In the event of damage to your home, notify your insurance agent. After you file a claim, contact us at 800-411-8390, Monday through Friday, 9:00 a.m. – 7:30 p.m. Eastern Time. REFUND CHECKS: If you have an insurance refund check to be endorsed, please mail it to the Correspondence Address (shown on the front of this statement), Attn: Insurance Department. DO NOT SEND WITH PAYMENT. | <p>Real Estate Tax Information</p> <ul style="list-style-type: none"> PROPERTY TAX BILLS: If your property taxes are currently paid from your escrow account and your property is located in a tax district (homeowner area) that will only release the tax bill to the homeowner, it is your responsibility to forward the tax bill to us for payment. This also applies to corrected, added, interim, supplemental or reassessed tax bills as these are only sent to the homeowner. Without the collection of a monthly deposit for these bills, a deficit will occur resulting in an escrow shortage and subsequent increase in your escrow deposit. Failure to send tax bills to U.S. Bank Mortgage Servicing timely may result in delinquent taxes and penalties. Any penalties associated with the failure to provide the tax bills will be your responsibility. Send immediately to: U.S. Bank Home Mortgage PO Box 21948 Eagan, MN 55121 EXEMPTIONS: Remember to apply for any TAX EXEMPTIONS within your tax district. ONLY THE HOMEOWNER MAY FILE FOR EXEMPTIONS. Please send a copy of any property tax status change immediately. TAX SALE NOTICES: Advise us immediately of any notice of Tax/Lien Sale. FAILURE TO DO SO MAY RESULT IN LOSS OF YOUR PROPERTY. YOU WILL REMAIN RESPONSIBLE FOR REPAYMENT OF YOUR MORTGAGE ACCOUNT. HOMEOWNER/CONDO ASSOCIATION DUES: Payment of these fees are your responsibility. However, if you receive a notice of sale or eviction, please contact our Customer Service Center at 1-800-365-7772 to discuss options. |
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Consumer Reporting Agency Disputes

We may report information about your account to credit bureaus (Consumer Reporting Agencies, CRA). Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by writing to: U.S. Bank Attn: Credit Bureau Disputes, 4361 Frederica St, Owensboro, KY 42301. In order to assist you with your dispute, you must provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



The Fair and Accurate Credit Transactions Act of 2003 requires us to notify you that we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Personal Contact Information Please provide your personal contact information below. For your convenience you may update this information on our website at www.usbank.com/onlinepayments.

Borrower Name: _____ Co-Borrower Name: _____

New Address: _____ Email Address: _____

Home Phone: _____ Work Phone: _____ Mobile Phone: _____

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later forward to a cellular number, you are expressly consenting to receiving communications from us and our affiliates and agents. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Please be sure to check the box on the reverse side when completing this form.



U.S. Bank Home Mortgage
4801 Frederica Street
Owensboro, KY 42301

Home Mortgage

0-726-62599-0006661-001-2-000-010-000-000
KIM GIBSON
DANNLAW
PO BOX 6031040
CLEVELAND OH 44103-8800



Mortgage Statement

Statement Date 02/07/2019
Account Number [REDACTED]
Scheduled Due Date 03/01/2019
We may contact you if payment is not received by the scheduled due date.
Loan Due Date 07/01/2018
**If received after 03/16/2019, \$45.55 late fee may be charged.
Reinstatement Amount (as of 02/07/2019) \$10,905.13
Please note that after 02/07/2019 additional fees, charges, and/or costs may accrue, so please contact us to obtain the updated amount, as applicable.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 02/07/2019, you are 221 days delinquent on your mortgage loan.

Recent Account Activity

| Payment Due | Amount | Date Paid |
|-------------|------------|-----------|
| 02/01/2019 | \$1,138.69 | UNPAID |
| 01/01/2019 | \$1,138.69 | UNPAID |
| 12/01/2018 | \$1,138.69 | UNPAID |
| 11/01/2018 | \$1,138.69 | UNPAID |
| 10/01/2018 | \$1,138.69 | UNPAID |
| 09/01/2018 | \$1,124.42 | UNPAID |

Total Amount to Reinstate Loan \$10,905.13

As of 02/07/2019

Please see Explanation of Total Amount Due for details.

Please note that after 02/07/2019 additional fees, charges, and/or costs may accrue, so please contact us to obtain the updated amount, as applicable.

If You Are Experiencing Financial Difficulty: See Account Information Box for information about loan counseling or assistance.

You are active on a HAMP trial payment plan.

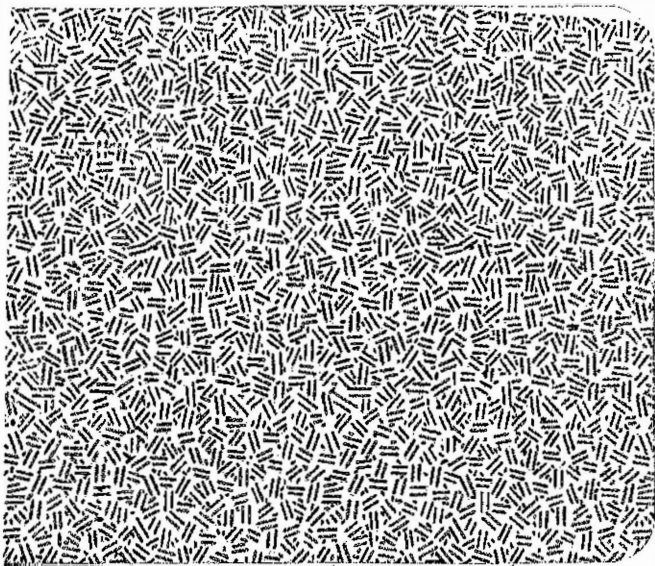
Additional Messages

Our Complaint Process: Please submit any mortgage loan foreclosure or foreclosure alternative process related complaint to: U.S. Bank, Attention: Consumer Advocacy, P.O. Box 211259 Eagan, MN 55121. Your submission should include the name of each borrower and the loan number.

BEWARE OF FORECLOSURE RESCUE SCAMS

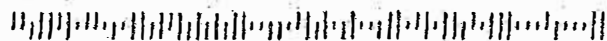
The Office of the Comptroller of the Currency (OCC) has issued a Consumer Advisory to help homeowners avoid scams that claim to help them save their homes, but can cause them to lose their homes and their money. Learn more by visiting the OCC website at occ.treas.gov/ftp/ADVISORY/2009-1.pdf. The OCC does advise that the most important thing you can do to prevent scams is to work directly with your mortgage lender first. So, if you have questions about loan modification options or how to avoid foreclosure, please contact one of our Default Counselors toll-free at 800.365.7900 or visit our website at usbankhomemortgage.com.

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Taylor Communications



STATEMENT ENCLOSED

19 20211111 44108





Illinois | New Jersey | New York | Ohio

Dann
Law216-373-0539
TelephoneNotice@DannLaw.com
Email216-373-0536
Fax

February 28, 2019

U.S. Bank
Attn: Escalation Center
P.O. Box 21977
Eagan, MN 55121**Sent via Certified Mail return receipt requested [7014 2120 0003 0671 9346]***In the Matter of:**Borrower's Name: Kim Gibson
Property Address: 16405 Sunny Glenn Ave., Cleveland, OH 44128
Mortgage Account No.: [REDACTED]***If responding to this correspondence by e-mail, please send to notices@dannlaw.com***Re: Notice of error pursuant to 12 C.F.R. §1024.35(b)(11) for failure to properly respond to a request for information in compliance with 12 C.F.R. §1024.36**

Dear Sir or Madam:

Please consider this letter to constitute a "notice of error" under 12 C.F.R. § 1024.35 of Regulation X of the Mortgage Servicing Act under the Real Estate Settlement Procedures Act (RESPA). The written authority of the above-referenced borrower (the "Borrower") to our law firm for this communication is enclosed for you reference and review and is incorporated herein by this reference.

You must acknowledge receipt of this notice *within five (5) business days* thereof. You must send your response(s) to this notice *within thirty (30) business days* of receipt thereof.

On or about November 16, 2018, the Borrower sent a letter captioned "Request for Information Pursuant to 12 C.F.R. § 1024.36" (the "RFI") to U.S. Bank via Certified U.S. Mail [Receipt No.: 7014 2120 0003 0668 3197]. A copy of the RFI is enclosed for your reference.

U.S. Bank sent correspondence in response to the RFI dated December 5, 2018 (the "Response"). The Response was deficient to respond to the RFI as it failed to provide copies of any and all servicing notes related to U.S. Bank's servicing of the above-referenced mortgage loan since January 10, 2014.

There are very limited circumstances when a mortgage loan servicer is not required to provide information related to the servicing of a mortgage loan requested by and through a request for information issued pursuant to 12 C.F.R. § 1024.36.



Specifically, 12 C.F.R. § 1024.36(f)(1) provides that a servicer does not have to comply with 12 C.F.R. § 1024.36(c) or 12 C.F.R. § 1024.36(d) if the request seeks substantially the same information as a prior request, the information sought is confidential, proprietary, or privileged, the information is not directly related to a borrower's specific mortgage loan account, or the request is overbroad or unduly burdensome. Moreover, 12 C.F.R. § 1024.36(f)(2) provides that:

If a servicer determines that, pursuant to this paragraph (f), the servicer is not required to comply with the requirements of paragraphs (c) and (d) of this section, the servicer shall notify the borrower of its determination in writing not later than five days (excluding legal public holidays, Saturdays, and Sundays) after making such determination. The notice to the borrower shall set forth the basis under paragraph (f)(1) of this section upon which the servicer has made such determination.

By and through the Response, U.S. Bank generally stated “[a]dditional information or documents you requested may be considered internal/confidential information and/or not relevant to an individual mortgage loan or the servicing thereof; therefore, a subpoena would be required to release such information.”

It is improper for U.S. Bank to claim that the requested information is proprietary or confidential such as to permit U.S. Bank to refrain from providing the requested information. Comment 1 to 12 C.F.R. § 1024.36(f)(1)(ii) provides illustrative examples as to what constitutes confidential, proprietary, or privileged information for the purposes of requests for information pursuant to 12 C.F.R. § 1024.36:

Confidential, proprietary or privileged information may include information requests relating to, for example:

- i. Information regarding management or profitability of a servicer, including information provided to investors in the servicer.
- ii. Compensation, bonuses, or personnel actions relating to servicer personnel, including personnel responsible for servicing a borrower's mortgage loan account;
- iii. Records of examination reports, compliance audits, borrower complaints, and internal investigations or external investigations; or
- iv. Information protected by the attorney-client privilege

None of the unfulfilled requests bear any resemblance to the types of requests for which the Consumer Financial Protection Bureau provides guidance as to what constitutes a request that seeks proprietary information. To the extent that proprietary information may be included within some of the information and/or documents requested by and through the RFI, such information and/or documentation can be withheld and/or redacted. The fact that some such information may be contained within such documents does not wholly absolve U.S. Bank of their obligation to produce



information contained within such documents that is not proprietary. That is, for example, to the extent that servicing notes may contain proprietary information, such information may be redacted, but the fact that *some* information in the servicing notes may be proprietary does not allow for U.S. Bank to refuse to provide *any* of the servicing notes for the loan as requested.

Regarding relevancy, it is unfathomable as to how U.S. Bank would be able to reasonably claim that items such as servicing notes are not relevant to U.S. Bank's servicing business or specifically as to the Borrower's mortgage loan account specifically referenced in the RFI.

In short, U.S. Bank has failed to provide any justifiable reason as to why they do not need to supply the remaining outstanding information and documentation requests by and through the RFI.

Wherefore, the Borrower hereby alleges that U.S. Bank's actions, in failing to provide all of the information requested by and through the RFI, constitute a willful violation of 12 C.F.R. § 1024.36. The Borrower further asserts that U.S. Bank's actions, as such, constitute an error in the servicing of the Borrower's mortgage loan account pursuant to 12 C.F.R. § 1024.35(b)(11).

As such, the Borrower hereby demands that U.S. Bank provide all the information and/or documentation requested by and through the RFI, or, in the alternative, specifically provide a valid justification as to why U.S. Bank will not supply the information requested by and through each of the requests in the RFI.

Please correct this error as described herein and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or after conducting a reasonable investigation and providing the Borrower, through our firm, with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the Borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the Borrower can request such documents, and contact information for further assistance.

Please also remit funds for restitution to the Borrower including but not limited to reimbursement of legal fees and expenses incurred in the preparation and sending of this notice.

Sincerely,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster

Enclosures



Illinois | New Jersey | New York | Ohio | Oregon

Telephone: 216-373-0539
Facsimile: 216-373-0536
Email: Notices@DannLaw.com

In the Matter of:
Borrower(s): Kim Gibson

Property Address: 16405 Sunny Glen Avenue Cleveland OH 44128

Mortgage Loan No.: [REDACTED]

Re: Written Consent/Authorization for Requests for Information & Notices of Error

To Whom It May Concern:

I/We, the borrower(s), do hereby authorize and provide our written consent and authorization for US Bank, the Servicer of the above-referenced loan, to fully cooperate with, comply with, and provide any and all information requested or demanded by and through any and all Requests for Information and/or Notices of Error pertaining to our loan, pursuant to the Real Estate Settlement and Procedures Act (Regulation X) and/or the Truth in Lending Act (Regulation Z) which may be sent by Attorneys on our behalf. Said counsel represents us in any and all pending or contemplated legal matters concerning the above-referenced loan. Please respond to any and all such Requests and Notices at the following address:

DannLaw
P.O. Box 6031040, Cleveland, OH 44103

Signed: Kim Gibson Date: 11/06/2018

Print Name: Kim Gibson

Signed: _____ Date: 11/06/2018

Print Name: _____

Mailing Address
PO Box 6031040
Cleveland, Ohio 44103

DannLaw.com
[877] 476-8100



Audit Trail

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|-------------|------------------------------------------|
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This document was requested and signed on lexicata.com

Document History



11/06/2018
16:45:00 UTC-5

Signed by Antonette Scharsu (antonette@dannlaw.com)
IP: 162.254.153.226



11/06/2018
16:45:03 UTC-5

Sent for signature to Kim Gibson (letheavenrain@yahoo.com)
from antonette@dannlaw.com
IP: 162.254.153.226



11/06/2018
18:08:14 UTC-5

Viewed by Kim Gibson (letheavenrain@yahoo.com)
IP: 24.166.89.52



11/06/2018
18:15:46 UTC-5

Signed by Kim Gibson (letheavenrain@yahoo.com)
IP: 24.166.89.52



11/06/2018
18:15:46 UTC-5

The document has been completed.



Illinois | New Jersey | New York | Ohio | Oregon

Telephone: (216) 373-0539
Facsimile: (216) 373-0536
Email: notices@dannlaw.com

November 16, 2018

U.S. Bank
Attn: Consumer Advocacy
P.O. Box 21977
Eagan, MN 55121

**Sent via Certified Mail return receipt requested [7014 2120 0003 0668 3197]*

In the Matter of:

Borrower's Name: Kim Gibson
Property Address: 16405 Sunny Glenn Ave., Cleveland, OH 44128
Mortgage Account No.: [REDACTED]

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com***

Re: Request for Information Pursuant to 12 C.F.R. § 1024.36

Dear Sir or Madam:

This is a Request for Information related to your servicing of the above-referenced mortgage loan. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act. The written authority of the above-referenced borrower (the "Borrower") for this request to our law firm is enclosed.

Pursuant to 12 C.F.R. § 1024.36(c), you must provide our office with a written response acknowledging your receipt of this request within five (5) business days of such. Pursuant to 12 C.F.R. § 1024.36(d)(ii)(2)(B), you must provide the information requested herein, *infra*, within thirty (30) business days of your receipt of this request.

Please provide the following information within the time periods noted herein:

1. An exact reproduction of the life of loan mortgage transaction history for this loan from the contract system of record from your electronic software program for this loan. For purposes of identification, the life of loan transaction history means any software program or system by which the servicer records the current mortgage balance, the receipt of all payments, the assessment of any late fees or charges, and the recording of any corporate advances for any fees or charges including but not limited to property inspection fees, broker price opinion fees,

Mailing Address:
P.O. Box 6031040, Cleveland, OH 44103

dannlaw.com
(877) 475-8100



legal fees, escrow fees, processing fees, technology fees, or any other collateral charge. Also, to the extent this life of loan transaction history includes in numeric or alpha-numeric codes, please attach a complete list of all such codes and state in plain English a short description for each such code.

2. Copies of any and all servicing notes related to your servicing of the above-referenced mortgage loan from January 10, 2014.
3. Copies of any and all broker's price opinions you performed or otherwise obtained for the above-referenced property in relation to the above-referenced mortgage loan.
4. The physical location of the original note related to the above-referenced mortgage loan.
5. A true and accurate copy of the original note related to the above-referenced mortgage loan.
6. The identity, address, and other relevant contact information for the custodian of the collateral file containing the original collateral documents for the above-referenced mortgage loan, including, but not limited to the original note.
7. A detailed copy of your last two (2) analyses of the escrow account of the mortgage.
8. A copy of an accurate and up-to-date reinstatement quote and/or reinstatement letter showing the exact amount needed to cure any default or delinquency on the above-referenced loan as well as a date through which such amount is to remain good and valid.

Best Regards,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster, Esq.

Enclosure



Illinois | New Jersey | New York | Ohio

**Dann
Law**

216-373-0539
Telephone

Notices@DannLaw.com
Email

216-373-0536
Fax

February 20, 2019

U.S. Bank
Attention: Escalation Center
P.O. Box #21977
Eagan, MN 55121

**Sent via Certified Mail return receipt requested [7014 2120 0003 0671 8691]*

In the Matter of:

Borrower's Name: Lawrence Farrell
Property Address: 1401 Priory Circle
Wintergarden, FL 34787
Mortgage Account No.: [REDACTED]

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com***

Re: Request for Information Pursuant to 12 C.F.R. § 1024.36 and 15 U.S.C. § 1641(f)(2)

Dear Sir or Madam:

This is a Request for Information related to your servicing of the mortgage loan of the above-named borrower. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act. The written authority of the above-referenced borrower for this request to our law firm is enclosed.

Pursuant to 12 C.F.R. § 1024.36(d), you must respond to this request no later than ten (10) business days after your receipt of such.

Please provide the following information within the time periods noted, *supra*:

1. The name, address, and appropriate contact information for the current owner or assignee of the above-referenced mortgage loan.
 - a. If the above-referenced mortgage loan is held in a trust for which an appointed trustee receives payments on behalf of such trust and Federal



National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac) is the owner of such loan or the trustee of the securitization trust in which the loan is held, please also provide the name or number of the trust or pool in which such loan is held.

2. The identity of and address for the master servicer of the above-referenced mortgage loan.
3. The identity of and address for the current servicer of the above-referenced mortgage loan.

Please be advised this request is also being made under 12 U.S.C. § 1641(f)(2) of the Truth in Lending Act (TILA). For each violation of TILA, you may be liable to the borrower for actual damages, costs, attorney fees, and statutory damages of up to Four Thousand Dollars (\$4,000.00).

Best Regards,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster, Esq.

Enclosure



Illinois | New Jersey | New York | Ohio



216-373-0539
Telephone

Notices@DannLaw.com
Email

216-373-0536
Fax

In the Matter of:
Borrower(s): Larry Farrell

Property Address: 1401 Priory Circle Wintergarden FL 34787

Mortgage Loan No.: [REDACTED]

Re: Written Consent/Authorization for Requests for Information & Notices of Error

To Whom It May Concern:

I/We, the borrower(s), do hereby authorize and provide our written consent and authorization for U.S. Bank, the Servicer of the above-referenced loan, to fully cooperate with, comply with, and provide any and all information requested or demanded by and through any and all Requests for Information and/or Notices of Error pertaining to our loan, pursuant to the Real Estate Settlement and Procedures Act (Regulation X) and/or the Truth in Lending Act (Regulation Z) which may be sent by Attorneys on our behalf. Said counsel represents us in any and all pending or contemplated legal matters concerning the above-referenced loan. Please respond to any and all such Requests and Notices at the following address:

DannLaw
P.O. Box 6031040, Cleveland, OH 44103

Signed:  Date: 02/01/2019

Print Name: Larry Farrell

Signed: _____ Date: _____

Print Name: _____



Audit Trail

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| STATUS | ✦ Completed |

This document was requested and signed on lexicata.com

Document History



02/01/2019
14:44:23 UTC-5

Signed by Antonette Scharsu (antonette@dannlaw.com)
IP: 162.254.153.226



02/01/2019
14:44:26 UTC-5

Sent for signature to Larry Farrell (lfarr006@yahoo.com)
from antonette@dannlaw.com
IP: 162.254.153.226



02/01/2019
14:56:31 UTC-5

Viewed by Larry Farrell (lfarr006@yahoo.com)
IP: 174.227.133.124



02/01/2019
15:09:40 UTC-5

Signed by Larry Farrell (lfarr006@yahoo.com)
IP: 174.227.133.124



COMPLETED

02/01/2019
15:09:40 UTC-5

The document has been completed.



Illinois | New Jersey | New York | Ohio

Dann
Law216-373-0539
TelephoneNotices@DannLaw.com
Email216-373-0536
Fax

February 20, 2019

U.S. Bank
Attention: Escalation Center
P.O. Box #21977
Eagan, MN 55121**Sent via Certified Mail return receipt requested [7014 2120 0003 0671 8660]***In the Matter of:**

| | |
|-----------------------|------------------------------------------------------------------------|
| Borrower's Name: | Lawrence Farrell |
| Property Address: | 1401 Priory Circle Wintergarden, FL 34787 |
| Mortgage Account No.: | [REDACTED] |

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com*****Re: Request for Information Pursuant to 12 C.F.R. § 1024.36**

Dear Sir or Madam:

This is a Request for Information related to your servicing of the above-referenced mortgage loan. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act. The written authority of the above-referenced borrower (the "Borrower") for this request to our law firm is enclosed.

Pursuant to 12 C.F.R. § 1024.36(c), you must provide our office with a written response acknowledging your receipt of this request *within five (5) business days* of such. Pursuant to 12 C.F.R. § 1024.36(d)(ii)(2)(B), you must provide the information requested herein, *infra*, *within thirty (30) business days* of your receipt of this request.

Please provide the following information within the time periods noted, *supra*, regarding the above-referenced loan (the "Loan"):



1. Please state each date upon which you received a loss mitigation application, whether complete or incomplete, from the Borrower regarding the Loan from January 10, 2014 to the present.
2. Please provide a copy of any written correspondence that you sent to the Borrower pursuant to or otherwise in compliance with 12 C.F.R. § 1024.41(b)(2)(i)(B) regarding the Loan from January 10, 2014 to the present. In other words, please provide a copy of any written correspondence you sent to the Borrower notifying the Borrower as to whether any submitted loss mitigation application was complete or incomplete, and if incomplete, stating what documentation and/or information was necessary to complete such application.
3. Please state each date during the period from January 10, 2014, to the present on which you received or otherwise came into possession of a complete loss mitigation application from the Borrower. Please note that, pursuant to 12 C.F.R. § 1024.41(b)(1), a “complete loss mitigation application” is defined as “an application in connection with which a servicer has received all the information that the servicer requires from a borrower in evaluating applications for the loss mitigation options available to the borrower.”
4. Please provide a copy of any written correspondence that you sent to the Borrower pursuant to or otherwise in compliance with 12 C.F.R. § 1024.41(c)(1)(ii) regarding the Loan from January 10, 2014 to the present. In other words, please provide a copy of any written correspondence you sent to the Borrower notifying the Borrower as to which loss mitigation options, if any, you would offer the Borrower on behalf of the owner or assignee of the mortgage.
5. Please provide a copy of any written correspondence that you sent to the Borrower notifying them that the Loan is eligible to be considered for the Home Affordable Modification Program.
6. Please provide a copy of all trial period payment plans, loan modification agreements, or loss mitigation agreements otherwise that you have offered to the Borrower, regardless of whether they were accepted or rejected by the Borrower.



7. Please state each date upon which you received an executed loss mitigation agreement from the Borrower regarding the Loan from January 10, 2014 to the present.
8. Please state each date upon which you received or otherwise came into possession of an appeal of loss mitigation eligibility from the Borrower regarding the Loan from January 10, 2014 to the present.
9. Please provide a copy of any written correspondence that you sent to the Borrower pursuant to or otherwise in compliance with 12 C.F.R. § 1024.41(h)(4) regarding the Loan from January 10, 2014 to the present. In other words, provide a copy of any written correspondence you sent to the Borrower stating your determination of whether you would offer the Borrower a loss mitigation option based upon an appeal of your denial of the Borrower's eligibility for any loss mitigation option.

Best Regards,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster, Esq.

Enclosure



Illinois | New Jersey | New York | Ohio



216-373-0539
Telephone

Notices@DannLaw.com
Email

216-373-0536
Fax

In the Matter of:
Borrower(s): Larry Farrell

Property Address: 1401 Priory Circle Wintergarden FL 34787

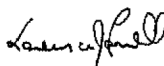
Mortgage Loan No.: [REDACTED]

Re: Written Consent/Authorization for Requests for Information & Notices of Error

To Whom It May Concern:

I/We, the borrower(s), do hereby authorize and provide our written consent and authorization for U.S. Bank, the Servicer of the above-referenced loan, to fully cooperate with, comply with, and provide any and all information requested or demanded by and through any and all Requests for Information and/or Notices of Error pertaining to our loan, pursuant to the Real Estate Settlement and Procedures Act (Regulation X) and/or the Truth in Lending Act (Regulation Z) which may be sent by Attorneys on our behalf. Said counsel represents us in any and all pending or contemplated legal matters concerning the above-referenced loan. Please respond to any and all such Requests and Notices at the following address:

DannLaw
P.O. Box 6031040, Cleveland, OH 44103

Signed:  Date: 02/01/2019

Print Name: Larry Farrell

Signed: _____ Date: _____

Print Name: _____

Mailing Address
PO Box 6031040
Cleveland, OH 44103

DannLaw.com
[877] 475-8100



Audit Trail

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| STATUS | ☉ Completed |

This document was requested and signed on lexicata.com

Document History



SIGNED

02/01/2019
14:44:23 UTC-5

Signed by Antonette Scharsu (antonette@dannlaw.com)
IP: 162.254.153.226



SENT

02/01/2019
14:44:26 UTC-5

Sent for signature to Larry Farrell (lfarr006@yahoo.com)
from antonette@dannlaw.com
IP: 162.254.153.226



VIEWED

02/01/2019
14:56:31 UTC-5

Viewed by Larry Farrell (lfarr006@yahoo.com)
IP: 174.227.133.124



SIGNED

02/01/2019
15:09:40 UTC-5

Signed by Larry Farrell (lfarr006@yahoo.com)
IP: 174.227.133.124



COMPLETED

02/01/2019
15:09:40 UTC-5

The document has been completed.



Illinois | New Jersey | New York | Ohio

Dann
Law216-373-0539
TelephoneNotices@DannLaw.com
Email216-373-0536
Fax

February 20, 2019

U.S. Bank
Attention: Escalation Center
P.O. Box #21977
Eagan, MN 55121**Sent via Certified Mail return receipt requested [7014 2120 0003 0671 8684]***In the Matter of:**

| | |
|-----------------------|----------------------------------------------|
| Borrower's Name: | Lawrence Farrell |
| Property Address: | 1401 Priory Circle Wintergarden, FL 34787 |
| Mortgage Account No.: | [REDACTED] |

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com*****Re: Request for Information Pursuant to 12 C.F.R. § 1024.36**

Dear Sir or Madam:

This is a Request for Information related to your servicing of the above-referenced mortgage loan. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act. The written authority of the above-referenced borrower (the "Borrower") for this request to our law firm is enclosed.

Pursuant to 12 C.F.R. § 1024.36(c), you must provide our office with a written response acknowledging your receipt of this request *within five (5) business days* of such. Pursuant to 12 C.F.R. § 1024.36(d)(ii)(2)(B), you must provide the information requested herein, *infra, within thirty (30) business days* of your receipt of this request.

Please provide the following information within the time periods noted herein:

1. An exact reproduction of the life of loan mortgage transaction history for this loan from the contract system of record from your electronic software program for this loan. For purposes of identification, the life of loan transaction history means any software program or system by which the servicer records the current mortgage



balance, the receipt of all payments, the assessment of any late fees or charges, and the recording of any corporate advances for any fees or charges including but not limited to property inspection fees, broker price opinion fees, legal fees, escrow fees, processing fees, technology fees, or any other collateral charge. Also, to the extent this life of loan transaction history includes in numeric or alpha-numeric codes, please attach a complete list of all such codes and state in plain English a short description for each such code.

2. Copies of any and all servicing notes related to your servicing of the above-referenced mortgage loan from January 10, 2014.
3. Copies of any and all broker's price opinions you performed or otherwise obtained for the above-referenced property in relation to the above-referenced mortgage loan.
4. The physical location of the original note related to the above-referenced mortgage loan.
5. A true and accurate copy of the original note related to the above-referenced mortgage loan.
6. The identity, address, and other relevant contact information for the custodian of the collateral file containing the original collateral documents for the above-referenced mortgage loan, including, but not limited to the original note.
7. A detailed copy of your last two (2) analyses of the escrow account of the mortgage.
8. A copy of an accurate and up-to-date reinstatement quote and/or reinstatement letter showing the exact amount needed to cure any default or delinquency on the above-referenced loan as well as a date through which such amount is to remain good and valid.

Best Regards,

A handwritten signature in cursive script that reads 'Whitney E. Kaster'.

Whitney E. Kaster, Esq.

Enclosure



Illinois | New Jersey | New York | Ohio



216-373-0539
Telephone

Notices@DannLaw.com
Email

216-373-0536
Fax

In the Matter of:
Borrower(s): Larry Farrell

Property Address: 1401 Priory Circle Wintergarden FL 34787

Mortgage Loan No.: [REDACTED]

Re: Written Consent/Authorization for Requests for Information & Notices of Error

To Whom It May Concern:

I/We, the borrower(s), do hereby authorize and provide our written consent and authorization for U.S. Bank, the Servicer of the above-referenced loan, to fully cooperate with, comply with, and provide any and all information requested or demanded by and through any and all Requests for Information and/or Notices of Error pertaining to our loan, pursuant to the Real Estate Settlement and Procedures Act (Regulation X) and/or the Truth in Lending Act (Regulation Z) which may be sent by Attorneys on our behalf. Said counsel represents us in any and all pending or contemplated legal matters concerning the above-referenced loan. Please respond to any and all such Requests and Notices at the following address:

DannLaw
P.O. Box 6031040, Cleveland, OH 44103

Signed:  Date: 02/01/2019

Print Name: Larry Farrell

Signed: _____ Date: _____

Print Name: _____

Mailing Address
PO Box 6031040
Cleveland, OH 44103

DannLaw.com
[877] 475-8100




Audit Trail

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|-------------|------------------------------------------|
| TITLE | Hello |
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|  SIGNED | 02/01/2019 14:44:23 UTC-5 | Signed by Antonette Scharsu (antonette@dannlaw.com) IP: 162.254.153.226 |
|  SENT | 02/01/2019 14:44:26 UTC-5 | Sent for signature to Larry Farrell (lfarr006@yahoo.com) from antonette@dannlaw.com IP: 162.254.153.226 |
|  VIEWED | 02/01/2019 14:56:31 UTC-5 | Viewed by Larry Farrell (lfarr006@yahoo.com) IP: 174.227.133.124 |
|  SIGNED | 02/01/2019 15:09:40 UTC-5 | Signed by Larry Farrell (lfarr006@yahoo.com) IP: 174.227.133.124 |
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Kim Gibson and Lawrence Farrell DEFENDANTS U.S. Bank National Association
(b) County of Residence of First Listed Plaintiff Cuyahoga (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number) Marc E. Dann, DannLaw, 2728 Euclid Ave., Suite 300 Cleveland, Ohio 44115, 216.373.0539
County of Residence of First Listed Defendant Hennepin (IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)
PTF DEF
Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Click here for: Nature of Suit Code Descriptions.
CONTRACT REAL PROPERTY
PERSONAL INJURY CIVIL RIGHTS PRISONER PETITIONS
FORFEITURE/PENALTY LABOR IMMIGRATION
BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS
OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
RESPA violations
Brief description of cause:
VIOLATIONS OF 12 U.S.C. § 2605(e)(1)(A) AND 12 C.F.R. §§ 1024.35(d) and 1024.36(c)

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 03/11/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Marc E. Dann

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: is **RELATED** to another **PENDING** civil case is a **REFILED** case was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY: Cuyahoga

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

AKRON

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)

CLEVELAND

(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)

YOUNGSTOWN

(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Ohio

Kim Gibson, et al.

Plaintiff

v.

U.S. Bank, National Association

Defendant

)
)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) U.S. BANK, NATIONAL ASSOCIATION
c/o Andrew Cecere, C.E.O.
800 Nicollet Mall
Minneapolis, MN 55402

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Marc E. Dann
DannLaw
2728 Euclid Ave., Suite 300
Cleveland, Ohio 44115

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumers Claim U.S. Bank Provided Non-Operational P.O. Box as Address for Notice of Error Disputes](#)
