

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**BRYAN CAVE LLP**  
K. Lee Marshall (Cal. State Bar No. 277092)  
Three Embarcadero Center, 7th Floor  
San Francisco, California 94111-4070  
Telephone: (415) 675-3400  
Facsimile: (415) 675-3434  
Email: klmarshall@bryancave.com

Attorneys for Defendants  
Ocwen Loan Servicing LLC; Ocwen  
Mortgage Servicing, Inc.; and Ocwen  
Financial Corporation

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

RICHARD GRAY AND KIMBERLY GRAY,  
On behalf of Themselves and All Others  
Similarly Situated, and As Private Attorney  
Generals,

Plaintiffs,

vs.

OCWEN LOAN SERVICING, LLC, a  
Delaware limited liability company;  
OCWEN MORTGAGE SERVICING, INC.,  
a U.S. Virgin Islands corporation; OCWEN  
FINANCIAL CORPORATION, a Florida  
corporation; and DOES 1 through 20,  
inclusive,

Defendants.

Superior Court Case No. MSC-18-00373

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL**

BRYAN CAVE LLP  
THREE EMBARCADERO CENTER, 7TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-4070  
(415) 675-3400

**NOTICE OF REMOVAL**

This Notice of Removal is filed on behalf of Defendants Ocwen Loan Servicing, LLC (“Ocwen Loan Servicing”), Ocwen Mortgage Servicing, Inc. (“Ocwen Mortgage”), and Ocwen Financial Corporation (“Ocwen Financial”) (collectively, “Defendants”), pursuant to 28 U.S.C. §§ 1331, 1367, 1441(a), and 1446. As grounds for removal, Defendants state as follows:

1. Plaintiffs Richard Gray and Kimberly Gray (“Plaintiffs”) filed a Complaint in the Superior Court of Contra Costa County, California, Case Number MSL-17-02345, on June 27, 2017 (the “Original Complaint”).

2. The Original Complaint asserted individual claims against Defendants for alleged violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”), the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1, *et seq.* (“CCRAA”), and the California Unfair Competition Law, Business and Professions Code, § 72000, *et seq.* (“UCL”).

3. Defendants were never served with the Original Complaint.

4. On February 9, 2018, Plaintiffs filed an Amended Complaint in the Superior Court of Contra Costa County, California, Case Number MSL-17-02345 (the “Amended Complaint”).

5. The Amended Complaint asserts the same FCRA, CCRAA, and UCL as were pled in the Original Complaint, but now brings them on behalf of a putative class instead of on an individual basis.

6. On February 28, 2018, the Superior Court of Contra Costa County, California transferred the litigation from its MSL docket to its MSC docket, and re-assigned the case with case number MSC-18-00373.

7. The summons and Amended Complaint were served upon Defendants on or about March 5, 2018. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b).

8. A copy of the entire state court record is attached as Exhibit A.

9. Removal to this Court is proper under 28 U.S.C. §§ 1331, 1367, and 1441(a) because this Court has original jurisdiction, Defendants meet the requirements to remove this action, and this Court embraces the county in which the state court action is now pending.

BRYAN CAVE LLP  
THREE EMBARCADERO CENTER, 7TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-4070  
(415) 675-3400

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BRYAN CAVE LLP  
THREE EMBARCADERO CENTER, 7TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-4070  
(415) 675-3400

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10. This Court has original jurisdiction of this matter pursuant to 28 U.S.C. § 1331 because the claims in the Amended Complaint are brought pursuant to the FCRA, which is a “law of the United States.”

11. Specifically, Plaintiffs allege that Defendants violated section 1681s-2(b) of the FCRA by allegedly inaccurately reporting the status of Plaintiffs’ loan to the credit reporting agencies, and by “negligently failing to investigate and corrects aid reporting resulting in the damages to Plaintiffs.” (See Ex. A, Amended Complaint ¶ 27)

12. The Court also has supplemental jurisdiction over the two state law claims pursuant to 28 U.S.C. § 1367 because the claims are “so related to the [FCRA claim] . . . that they form part of the same case or controversy under Article III of the United States Constitution.” Plaintiffs’ claims under the CCRAA and UCL form the “same case or controversy” as the FCRA claim because all three claims are based on the same exact conduct – *i.e.*, allegedly inaccurate credit reporting and allegedly negligent dispute investigation. All three claims seek relief based on Defendants’ alleged failure to reasonably investigate Plaintiffs’ credit reporting disputes.

13. This matter therefore satisfies all requirements for removal under 28 U.S.C. §§ 1331, 1367, 1441(a), and 1446(b).

14. 28 U.S.C. § 1441(a) permits Defendants to remove this action “to the district court of the United States for the district and division embracing the place where such action is pending.” The United States District Court for the Northern District of California embraces Contra Costa County, the county in which the state court action is now pending. See 28 U.S.C. §§ 84(a). Therefore, this action is properly removed to the Northern District of California, pursuant to 28 U.S.C. §§ 84(a) and 1441(a).

15. Pursuant to 28 U.S.C. §§ 1446(d), Defendants are filing a written notice of the removal and a copy of this Notice of Removal with the clerk of the Superior Court of Contra Costa County, California, the state court in which this action is currently pending, and will serve a copy of this notice on all parties to the removed action.

WHEREFORE, Defendants Ocwen Loan Servicing, LLC, Ocwen Mortgage Servicing, Inc., and Ocwen Financial Corporation remove this action from the Superior Court of Contra

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Costa County, California, Case Number MSC-18-00373, to this Court pursuant to 28 U.S.C. §§ 1331, 1367, 1441(a), and 1446.

Date: March 26, 2018

**BRYAN CAVE LLP**

By: /s/ Lee Marshall  
Lee Marshall

Attorneys for Defendants  
Ocwen Loan Servicing LLC; Ocwen Mortgage  
Servicing, Inc.; and Ocwen Financial Corporation

BRYAN CAVE LLP  
THREE EMBARCADERO CENTER, 7TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-4070  
(415) 675-3400

# **EXHIBIT A**

FILED

MAR 27 2018  
CLERK OF SUPERIOR COURT  
COSTA MESA, CALIFORNIA

1 HAROLD M. JAFFE/CASE #57397  
2 3521 Grand Avenue  
3 Oakland, CA 94610  
4 Tel: (510) 452-2610/Fax: (510) 452-9125  
5 email: hmjaffe@gmail.com

6 Attorney for Plaintiffs RICHARD GRAY and KIMBERLY GRAY

W. Weber

W. Weber

PER LOCAL RULE 5 THIS  
CASE IS ASSIGNED TO

DEPT. 33

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF CONTRA COSTA  
10 LIMITED JURISDICTION

C18-00878

11 RICHARD GRAY and KIMBERLY GRAY, CASE NO.

L17-02845

12 COMPLAINT FOR:

13 Plaintiffs,

14 vs.

- 1) VIOLATION OF THE FAIR CREDIT REPORTING ACT;
- 2) VIOLATION OF THE CONSUMER CREDIT REPORTING AGENCIES ACT; AND
- 3) VIOLATION OF BUS. & PROF. CODE § 17200, ET SEQ.

15 OCWEN LOAN SERVICING, LLC, a  
16 Delaware limited liability company; OCWEN  
17 MORTGAGE SERVICING, INC., a U.S.  
18 Virgin Islands corporation; OCWEN  
19 FINANCIAL CORPORATION, a Florida  
20 corporation; and DOES 1 through 20,  
21 inclusive,

22 Defendants.

BY FAX

23 INTRODUCTION

24 1. Plaintiffs, RICHARD GRAY ("RICHARD") and KIMBERLY GRAY ("KIM") (or  
25 hereinafter collectively referred to as "Plaintiffs") bring this action against OCWEN LOAN  
26 SERVICING, LLC, OCWEN MORTGAGE SERVICING, INC., and OCWEN FINANCIAL  
27 CORPORATION under the Federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681s-2 and  
28 the California Consumer Credit Reporting Agencies Act ("CCRAA"), Civil Code §§ 1785.16(f),  
1785.25, Bus. & Prof. Code § 17200.

2. Plaintiffs bring this action to obtain restitution and damages and other relief for the

ONE LEGAL LLC - Contra Costa Branch  
518 Main St., Martinez CA 94553  
Phone: 1-800-938-8815

7/6/27  
2/13  
225

1 Defendants' violation of Federal and State consumer financial law.

2 **JURISDICTION AND VENUE**

3 3. The Court has subject matter jurisdiction over this action because the acts which are  
4 the subject of this case took place in Contra Costa County, California, and Plaintiffs are and at all  
5 times herein mentioned have been residents of Contra Costa County, California.

6 4. Defendant, OCWEN MORTGAGE SERVICING, INC. ("OMS") a United States  
7 Virgin Islands corporation, that maintains its principal place of business in the United States Virgin  
8 Islands. At all times relevant to this Complaint, OMS has done business in Contra Costa County,  
9 and throughout California.

10 5. Defendant, OCWEN FINANCIAL CORPORATION ("OFC") is a publicly-traded  
11 Florida corporation, that maintains its principal place of business in West Palm Beach, Florida. At  
12 all times relevant to this Complaint, OFC has done business in Contra Costa County, and throughout  
13 California.

14 6. OCWEN LOAN SERVICING, LLC ("OLS") is a Delaware limited liability  
15 company, that maintains its principal place of business in West Palm Beach, Florida. At all times  
16 relevant to this Complaint, OFC has done business in Contra Costa County, and throughout  
17 California.

18 7. The true names and capacities, whether individual, corporate, associate or otherwise  
19 of defendants named herein as Does 1 through 20, inclusive, are unknown to Plaintiffs who therefor  
20 sue said defendants by such fictitious names. Plaintiffs will seek relief of Court to amend this  
21 Complaint to show said defendants true names and capacities and the same have been ascertained,  
22 together with appropriate charging allegations.

23 8. Plaintiffs are informed and believe and thereon allege that at all times herein relevant,  
24 each of the defendants assigned herein as a Doe is responsible in some manner for the events and  
25 happenings hereinafter referred to, and that plaintiffs' damages as herein alleged were caused by said  
26 defendants.

27 9. Plaintiffs are informed and believe and thereon allege that at all times herein relevant,  
28 each of the defendants was the agent and/or employee of the other defendants and, in doing the

1 things herein alleged, each such defendant was acting within the purpose and scope of said agency  
2 and employment and with the permission and consent of each other defendant.

3 10. OFC, through its subsidiaries, originates and services loans. OFCI IMS, and OLS  
4 (collectively "OCWEN") engage in servicing activities relating to the loans by, among other things,  
5 processing borrower payments, administering loss mitigation processes, and managing foreclosures.  
6 OCWEN also acquires and collects upon borrowers' mortgage debts that are in default.

7 11. OFC, the parent and publicly-traded company, wholly owns all of the common stock  
8 of its primary operating subsidiary, OMS. OMS wholly owns the stock of another of OFC's primary  
9 operating subsidiaries, OLS. All three entities share and have shared key executives, such as Ronald  
10 Paris, Timothy Hayes, Michael Bourque, and John Patrick Cox. All three entities, through OFC, file  
11 a consolidated financial statement with OFC's public disclosures.

12 12. OFC controls, directs, operates, and participates in mortgage servicing activities, and  
13 consumer complaint operations for OCWEN's loans. OFC enters into agreements for products and  
14 services that are necessary for OCWEN to service mortgage loans and collect debt.

15 13. OMS is also engaged in servicing loans. OMS is licensed by numerous state  
16 regulators to service loans and collect mortgage debts. OMS has entered into agreements for  
17 products and services that are necessary for OCWEN to service mortgage loans and collect debt.

18 14. OLS is also engaged in servicing loans. OMS is licensed by numerous state  
19 regulators to service loans and collect upon borrowers' mortgage debts. OLS is also the owner of  
20 the mortgage servicing rights for the loans that OCWEN services.

21 15. OFC, OMS, and OLS operate as a "common enterprise." OFC, OMS, and OLS have  
22 conducted the business practices described below through interconnected companies that have  
23 common business functions, employees, and office locations.

24 16. Under the FCRA, providers of data to the consumer credit reporting agencies are  
25 required to report accurate (Section 623(a)(1)), complete and updated information.

26 **BACKGROUND**

27 17. In the Spring of 2015, Plaintiffs were in contract to purchase the real property located  
28 at 2084 Central Street, Hercules, California ("the Hercules Property"). In or about June 2015,



1 Plaintiffs learned, having been preliminarily approved for a loan to acquire the property, that an  
2 adverse credit report had been received where OCWEN submitted an inaccurate and adverse credit  
3 report as to KIMBERLY's credit and failure to pay certain loan secured by the property located at  
4 162 Marcus Avenue, Richmond, CA ("the Marcus Ave Property").

5 18. On June 30, 2015, OLS wrote RICHARD in response to RICHARD's inquiry, a true  
6 and correct copy of which is attached hereto as Exhibit A. Experian reported that KIMBERLY had  
7 a past due balance as of June 2015 of \$24,591.00 (see Exhibit B attached hereto). Exhibits A and  
8 B were in error, and Plaintiffs' lender would not fund the loan for the Hercules Property, resulting  
9 in the cancellation of the escrow for the purchase of Hercules Property and the loss to Plaintiffs of  
10 \$8,175.00. See Cancellation Instructions dated June 29, 2015, a true and correct copy of which is  
11 attached hereto as Exhibit C.

12 19. At the time loan incepted, Plaintiffs were married, and have remained married since  
13 2005. Plaintiffs purchased the Marcus Ave Property, as community property.

14 20. In 2009, RICHARD filed bankruptcy and received a discharge. In California, since  
15 the property acquired during marriage is presumptively community property, as the property was  
16 here, after RICHARD's discharge in 2009, both RICHARD and KIMBERLY were entitled under  
17 Federal law to have the balance of each discharged community debt reported as zero.

18 21. Under the FCRA, a debt discharged in bankruptcy must be listed as having a zero  
19 balance. FTC OSC Sect. 607, Item 6, states, "A consumer report may include an account that was  
20 discharged in bankruptcy (as well as the bankruptcy itself) as long as it reports zero balance due to  
21 reflect the fact that the consumer is no longer liable for the discharged debt."

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
23 hereinafter set forth.

24 **FIRST CAUSE OF ACTION**

25 (Violation of Fair Credit Reporting Act Against All Defendants)

26 22. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs  
27 1 through 21, inclusive, as if fully set forth herein.

28 23. After Plaintiffs submitted a complaint regarding OCWEN's reporting to the credit

1 reporting agency, Experian, in June 2015, OCWEN, after receiving notice of a dispute with regard  
2 to the completeness or accuracy of the information provided to a credit reporting agency, negligently  
3 failed to investigate and correct said reporting resulting in the damages to Plaintiffs set forth above.

4 24. Therefore, Plaintiffs are entitled to damages in the sum of \$8,175.00, plus interest  
5 thereon at the legal rate for loss of their deposit for the purchase of the Marcus Ave Property, and  
6 reasonable attorneys' fees.

7 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
8 hereinafter set forth.

9 **SECOND CAUSE OF ACTION**

10 (Violation of the CCRAA Against all Defendants)

11 25. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs  
12 1 through 24, inclusive, as if fully set forth herein.

13 26. Defendants, in the ordinary course of business, regularly on a routine basis, furnish  
14 information to one or more consumer credit reporting agencies concerning consumers, such as  
15 Plaintiffs.

16 27. In or about June 2015, Plaintiffs submitted a complaint to Experian regarding the  
17 reporting of the loan by OCWEN to the credit reporting agencies, including Experian.

18 28. Therefore Plaintiffs have been damaged as set forth in Paragraph 24 above, and in  
19 addition, pursuant to CC § 1785.19(a), are entitled to a civil penalty as provided by law, and pursuant  
20 to CC § 1785.19(b), are entitled to reasonable attorneys' fees and costs.

21 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
22 hereinafter set forth.

23 **THIRD CAUSE OF ACTION**

24 (Violation of California Bus. & Prof. Code § 17200 *et seq.* Against all Defendants)

25 29. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs  
26 1 through 28, inclusive, as if fully set forth herein.

27 30. Beginning on an exact date unknown to Plaintiffs, but in any event, within four years  
28 of the filing of this complaint, and continuing to the present, the Defendants engaged and continue

1 to engage in acts of unfair competition and in unfair, deceptive or unlawful business practices within  
2 the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, including but not limited to, engaging in  
3 unlawful business practices. OCWEN's conduct in violating the FCRA and the CCRAA, as herein  
4 above described, constitute an unlawful, unfair, and/or fraudulent business practice in violation of  
5 the unfair competition law.

6 31. OCWEN's knowing failure to adopt policies in accordance with and/or adhere to  
7 these laws, all of which are binding upon and burdensome to OCWEN's competitors, results in an  
8 unfair competitive business practice for OCWEN, and is an unfair business practice as set forth in  
9 Bus. & Prof. Code § 17200, *et seq.*

10 32. OCWEN's conduct materially interferes with the business of those entities which  
11 rely on the reports of credit reporting agencies, such as Experian, in making credit decisions  
12 involving members of the general public, and individuals such as plaintiffs. OCWEN is and has  
13 been engaging in unfair, unlawful and fraudulent business practices in the reporting of credit issues  
14 to the credit reporting agencies for individuals, and members of the general public, including but not  
15 limited to, individuals such as plaintiffs, where one spouse has received a bankruptcy discharge  
16 concerning a debt owed to OCWEN.

17 33. Unless restrained and enjoined, OCWEN will continue in the acts and practices  
18 alleged above. Accordingly, the Court must issue an injunction restraining and enjoining OCWEN  
19 from engaging in the acts and practices alleged above. Plaintiffs further request that an order  
20 restoring to the Plaintiffs all money or property which has been lost by means of OCWEN's unfair  
21 and deceptive business practices.

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
23 follows.

24 **PRAAYER**

25 **ON THE FIRST CAUSE OF ACTION**

- 26 1. For actual damages in the sum of \$8,175.00, plus interest thereon at the legal rate;  
27 2. For reasonable attorneys' fees and costs of suit pursuant to *inter alia* 15 U.S.C. §  
28 1681n(a)(3).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ON THE SECOND CAUSE OF ACTION

- 1. For damages in the sum of \$8,175.00, plus interest thereon at the legal rate;
- 2. A civil penalty as provided by law; and
- 3. Pursuant to *inter alia* CC § 1785.19(b), reasonable attorneys' fees and costs.

ON THE THIRD CAUSE OF ACTION

- 1. The Court declare, adjudge and decree that OCWEN has violated and continues to violate Bus. & Prof. Code §§ 17200, *et seq.*, by engaging in unlawful business practices that lead to the reporting of inaccurate credit information to the credit reporting agencies, and in turn, cause the credit reporting agencies to report misleading and inaccurate information to providers of credit who are dealing with members of the general public and the plaintiffs herein.
- 2. For preliminary and permanent injunction enjoining OCWEN, their agents, servants, employees and all persons acting or in concert with them, to cease and desist from any unlawful, unfair, and/or fraudulent activities in violation of the Bus. & Prof. Code § 17200, *et seq.*, including but not limited to the following acts:
  - a) Falsely reporting that a debt is delinquent when in fact it has been discharged in bankruptcy, whether by the debtor or the debtor's spouse.

ON ALL CAUSES OF ACTION

- 1. For any and such other and further relief as this Court may deem just and proper.

DATED: June 26, 2017

*Harold M. Jaffe*  
 \_\_\_\_\_  
 HAROLD M. JAFFE, Attorney for Plaintiffs  
 RICHARD GRAY and KIMBERLY GRAY

# EXHIBIT A



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
Helping Homeowners Is What We Do!™

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

06/30/2015

Loan Number: 359229271

Richard N. Gray  
E-mail: Kimberly.gray@comcast.net

Property Address: 162 Marous Ave  
Richmond, CA 94801

Dear Richard N. Gray

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

**Concern#1** You expressed concern regarding the credit reporting made on the loan, which you believe is incorrect. Therefore, you requested us to process necessary corrections.

**Response** Our records indicate that you Richard N. Gray filed for Bankruptcy Chapter 7 on August 20, 2009, which was discharged on November 24, 2009. Please note that once Bankruptcy is filed, all assets and liabilities come under Bankruptcy protection.

We have submitted a request to delete the trade line reported to the credit bureaus by Ocwen under your name (Richard N. Gray). The confirmation number of the electronically submitted request is 75239760.

Further, we have also submitted a request to report the loan as per contractual status under the co-borrower Kimberly M. Gray. The confirmation number of the electronically submitted request is 75243588.

We report to Equifax, Trans Union, Experian and Innovis. These bureaus provide information to the local credit bureaus to update and correct the credit file. Unfortunately, we are unable to control when the credit reporting agencies will update their records. In the interim, you may use this letter as evidence that the request has been submitted.

For any further assistance regarding the above loan, please contact our Bankruptcy Collateral Based Solutions at (888) 554-6599.

NMLS # 1852

RRCMAINLRE

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
*Helping Homeowners Is What We Do!*<sup>SM</sup>

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

We trust the information provided has fully addressed your concern. Please visit our website ([www.ocwencustomers.com](http://www.ocwencustomers.com)) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC  
Attention: Research Department  
P.O. Box 24736  
West Palm Beach, FL 33416-4736

Sincerely,  
Mary Shalini C  
Research Department  
Ocwen Loan Servicing, LLC

NMLS # 1852

RRCMAINLRE

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

\* \* \* Communication Result Report ( Jul. 13. 2015 1:30PM ) \* \* \*

2}

Date/Time: Jul. 13. 2015 1:28PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
3225 Memory TX	14077376375	P. 5	OK	

Reason for error  
 E. 1) Hang up or line fail  
 E. 2) Busy  
 E. 3) No answer  
 E. 4) No facsimile connection  
 E. 5) Exceeded max. E-mail size  
 E. 6) Destination does not support IP-Fax

HAROLD M. JAFFE  
 Attorney at Law  
 3621 Grand Avenue  
 Oakland, California 94610  
 Telephone: (510) 452-2010 - Facsimile: (510) 452-0125  
 E-MAIL: hja@hmlaw.com

TO: MARY SHALIN  
 FIRM: DOWEN  
 FAX NO: (415) 787-6375  
 TEL NO: (415) 781-9910  
 FROM: TERESA SUTKOV - ASSISTANT  
 FAX NO: (510) 452-0125  
 TEL NO: (510) 452-2010  
 DATE:

RE: RIGHTS EMPLOYMENT  
LABOR NO: 259, 279, 271  
PROPERTY 102 MARCUS AVE, RICHMOND CA 94801  
 ENCL: See attached.  
 MESSAGE:

DEAR MARY,  
I AM FOLLOWING UP ON THE PREVIOUS  
LETTER WE SENT YOU VIA FAX ON JULY 1, 2015.  
COPY ATTACHED. PLEASE RESPOND NO LATER  
THAN 5 P.M. PDT ON JULY 15, 2015  
PLEASE.  
THANK YOU, TERESA

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN  
 INFORMATION THAT IS CONFIDENTIAL, PROPRIETARY AND EXEMPT FROM PUBLIC DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT  
 THE ADDRESSEE OF THIS MESSAGE, YOU SHOULD NOT DISSEMINATE, REPRODUCE, COPY OR TRANSMIT THIS INFORMATION. IF YOU  
 ARE THE ADDRESSEE OF THIS MESSAGE, YOU ARE HEREBY ADVISED THAT ANY DISSEMINATION, REPRODUCTION OR COPYING OF THIS INFORMATION  
 TO OTHERS IS PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE  
 AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

ORIGINAL BY JASH Yes  No  
 NO. OF PAGES 2 INCLUDING THIS COVER SHEET  
 IF THIS TRANSMISSION WAS INCOMPLETE OR UNREADABLE  
 PLEASE CALL JEROME BARTIAGO AT (510) 452-2010.

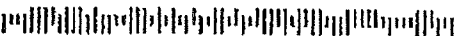


# EXHIBIT B

PO Box 9701  
Allen, TX 75013



0008166 02 MB 0.116 \*\*AUTO B 07155 94801-170462 ... CO2-P031241  
KIMBERLY MAURICE GRAY  
162 MARCUS AVE  
RICHMOND CA 94801-1704



Scan me with your smart phone  
for special offers from Experian.



0249081713



Prepared for: KIMBERLY MAURICE GRAY  
Date: June 30, 2015  
Report number: 2680-3509-24

### Dispute results

#### About our dispute process

This summary shows the revision(s) made to your credit file as a result of our processing of your dispute. If you still question an item, then you may want to contact the furnisher of the information directly or review the original information in the public record.

- The federal Fair Credit Reporting Act provides that you may:
    - request a description of how we processed your dispute, including the business name and address of any furnisher of information contacted in connection with such information and the telephone number if reasonably available;
    - add a statement disputing the accuracy or completeness of the information; and
    - request that we send these results to organizations who have requested your credit report in the past two years for employment purposes or six months for any other purpose.
- If no information follows, our response appeared on the previous page.

#### How to read your results

- Deleted** - This item was removed from your credit report
- Remains** - This item was not changed as a result of our processing of your dispute
- Updated** - A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you
- Processed** - This item was either updated or deleted; review this report to learn its outcome

#### Results

We have completed the processing of your dispute(s). Here are the results:

Credit items	Outcome
OCWEN LOAN SERVICING L 35922....	Remains

Visit [experian.com/status](http://experian.com/status) to check the status of your pending disputes at any time

**What's your credit score?**  
Find out by ordering your VantageScore® from Experian for only \$7.95. To order, call 1 888 322 5583.

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (e.g., "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others, they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.



Prepared for: KIMBERLY MAURICE GRAY  
 Date: June 30, 2015  
 Report number: 2630-3509-24



**Your accounts that may be considered negative**  
 The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date, and paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

**Credit items**

**OCWEN LOAN SERVICING**  
 1681 WORTHINGTON RD, STE 100  
 WEST PALM BEACH, FL 33409  
 Phone number: (800) 746-2836  
 Partial account number: 36922  
 Address identification number: 0394755676

Date opened: Jul 2005  
 First reported: May 2014  
 Date of status: Feb 2015  
 Type: Mortgage Terms  
 2 Years Monthly payment  
 \$2,308

Credit limit or original amount: \$400,000  
 High balance: Not reported

Recent balance: \$402,806 as of Jun 2015

Responsibility: Joint  
 Status: Open, \$24,591 past due as of Jun 2015. By Jun 2021, this account is scheduled to go to a positive status.

**Payment history**

2015 JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY

**Payment history legend**

	Current/Terms of agreement met		Voluntarily surrendered
	Account 30 days past due		Repossession
	Account 60 days past due		Paid by creditor
	Account 90 days past due		Insurance claim
	Account 120 days past due		Claim filed with government
	Account 150 days past due		Defaulted on contract
	Account 180 days past due		Collection
	Creditor received deed		Charge off
	Foreclosure proceedings started		Closed
	Foreclosed		No data for this time period

0249031713

# EXHIBIT C

Jun 30 15 03:20p

All In One Upholstery

887-1508

p.1



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP  
3260 Blume Drive, Ste. 400 • Richmond CA • 94806 • (510) 222-7170 • FAX (510) 223-4448

## CANCELLATION INSTRUCTIONS

To: Old Republic Title Company,  
3260 Blume Drive, Ste. 400  
Richmond, CA 94806

Date: June 29, 2015  
Escrow No.: 0190014981-WH  
Escrow Officer: Wendy Huang

Property: 2084 Central Street, Hercules, CA 94547

The undersigned hereby instructs you to cancel the above numbered escrow and return all documents held by you to the parties depositing the same. Disburse any funds you now hold as follows:

- |  |              |
|--|--------------|
| (a) Cancellation fee to Old Republic Title Company | \$350.00     |
| (b) Notary Fee to Sherry O'Brien                   | \$150.00     |
| (c) funds to the seller                            | \$8,175.00   |
| (d) funds to the buyer                             | \$126,036.30 |

In consideration of the cancellation of this escrow and disbursement of funds as directed above, the undersigned do hereby release Old Republic Title Company, of any and all obligations or liability under the transaction which is the subject of this escrow.

These instructions may be signed in counterpart and together constitute one instrument.

Buyer(s):

*Kimberly Gray*  
Kimberly Gray

Seller(s):

*Manuel L. De Dios*  
Manuel L. De Dios

*Leticia T. De Dios*  
Leticia T. De Dios

Received: Old Republic Title Company

By \_\_\_\_\_

Date \_\_\_\_\_

FILED

FEB 28 2017

2017 SEP - 7 A 9 22

STEPHEN R. NASH  
CLERK OF THE SUPERIOR COURT  
COUNTY OF CONTRA COSTA, CA

BY: A. GRAHAM

1 HAROLD M. JAFFE/CASB #57397  
2 3521 Grand Avenue  
3 Oakland, CA 94610-2011  
4 Telephone: (510)452-2610  
5 Facsimile: (510)452-9125  
6 e-mail: hmjaffe@gmail.com

7 Attorney for Plaintiffs RICHARD GRAY and KIMBERLY GRAY

8 SUPERIOR COURT, STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF CONTRA COSTA  
10 LIMITED JURISDICTION

11 RICHARD GRAY and KIMBERLY  
12 GRAY,

Case No. L17-02345

C18 - 00873

13 Plaintiffs,

14 v.

**[PROPOSED] ORDER GRANTING  
APPLICATION TO EXTEND TIME  
TO FILE PROOFS OF SERVICE ON  
DEFENDANTS UNTIL OCTOBER 5,  
2017**

15 OCWEN LOAN SERVICING, LLC, a  
16 Delaware limited liability company;  
17 OCWEN MORTGAGE SERVICING,  
18 INC., a U.S. Virgin Islands corporation;  
19 OCWEN FINANCIAL CORPORATION, a  
20 Florida corporation; and DOES 1 through  
21 20, inclusive,

DATE: 08/31/2017  
DEPT. 33

22 Defendants.

23 An Ex Parte Application having been made, and GOOD CAUSE APPEARING  
24 THERETO,

25 Plaintiffs are granted an extension of time to October 5, 2017 to file proofs of service on  
26 defendants herein.

27 DATED: 9/31/17 [Signature]  
28 JUDGE OF THE SUPERIOR COURT

ONE LEGAL LLC - Contra Costa  
518 Main St., Martinez CA 94553  
Phone: 1-800-938-8815

ON FIRST AMENDED  
**SUMMONS COMPLAINT**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

**OCWEN LOAN SERVICING, LLC**, a Delaware limited liability company; **OCWEN MORTGAGE SERVICING, INC.**, a U.S. Virgin Islands corporation; **OCWEN FINANCIAL CORPORATION**, a Florida corporation; and **DOES 1 through 20**,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**RICHARD GRAY and KIMBERLY GRAY**, On behalf of themselves and all others similarly situated, and as Private Attorney Generals

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**

FEB - 9 2018

STEPHEN H. WAGNER, CLERK OF THE COURT  
CLERCO DE LA CORTE DE JUSTICIA DEL ESTADO DE CALIFORNIA  
CLERCO DE LA CORTE DE JUSTICIA DEL ESTADO DE CALIFORNIA

**D. WAGNER** Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

**Contra Costa County Superior Court**  
**725 Court Street**  
**Martinez, CA 94553**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**Harold M. Jaffe 57397 Lay Offices of Harold M. Jaffe**  
**3521 Grand Avenue (510) 452-2610**  
**Oakland, CA 94610**

CASE NUMBER  
(Número del Caso):  
**L17-02345**

DATE: **FEB - 9 2018**  
(Fecha)

CLERK OF THE COURT  
SUPERIOR COURT

Clerk, by **D. WAGNER**  
(Secretario)

Deputy  
(Adjunto)

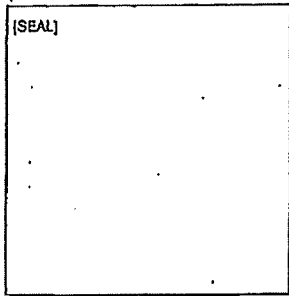
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

- 3.  on behalf of (specify): **OCWEN LOAN SERVICING, LLC, LIMITED LIABILITY COMPANY** a DELAWARE COMPANY
  - under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
  - CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
  - CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
  - other (specify): **LIMITED LIABILITY COMPANY**

- 4.  by personal delivery on (date):





1 HAROLD M. JAFFE/CASB #57397  
3521 Grand Avenue  
2 Oakland, CA 94610  
Tel: (510) 452-2610/Fax: (510) 452-9125  
3 email: hmjaffe@gmail.com

FILED  
FEB - 9 2018  
STEPHEN H. WAGNER, CLERK OF THE COURT  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
D. WAGNER, Deputy Clerk

4 Attorney for Plaintiffs RICHARD GRAY and KIMBERLY GRAY

5  
6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF CONTRA COSTA  
9

10 RICHARD GRAY and KIMBERLY GRAY, CASE NO. L17-02345

11 On Behalf of Themselves and All Others  
12 Similarly Situated, and As Private Attorney  
13 Generals,

FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:

14 Plaintiffs,

15 vs.

- 1) VIOLATION OF THE FAIR CREDIT REPORTING ACT;
- 2) VIOLATION OF THE CONSUMER CREDIT REPORTING AGENCIES ACT; AND
- 3) VIOLATION OF BUS. & PROF. CODE § 17200, ET SEQ.

16 OCWEN LOAN SERVICING, LLC, a  
17 Delaware limited liability company; OCWEN  
18 MORTGAGE SERVICING, INC., a U.S.  
19 Virgin Islands corporation; OCWEN  
20 FINANCIAL CORPORATION, a Florida  
21 corporation; and DOES 1. through 20,  
22 inclusive,

23 Defendants.

24  
25  
26  
27  
28  
**I. INTRODUCTION**

1. Plaintiffs, RICHARD GRAY ("RICHARD") and KIMBERLY GRAY ("KIM") (or hereinafter collectively referred to as "Plaintiffs") on behalf of themselves and All Others Similarly Situated, and as a Private Attorney General (referred to individually as "THE GRAYS" or collectively as "Plaintiffs"), complains against defendants OCWEN LOAN SERVICING, LLC a Delaware limited liability company; OCWEN MORTGAGE SERVICING, INC., a U.S. Virgin



1 Islands corporation; and OCWEN FINANCIAL CORPORATION, a Florida corporation, shall be  
2 collectively referred to as "OCWEN"), as hereinafter set forth, under the Federal Fair Credit  
3 Reporting Act ("FCRA") 15 U.S.C. § 1681s-2, the California Consumer Credit Reporting Agencies  
4 Act ("CCRAA") Civil Code §§ 1785.16(f), 1785.25, and Bus. & Prof. Code § 17200. Plaintiffs  
5 bring this action on behalf of themselves and all others similar situated to obtain restitution and  
6 damages and other relief for the Defendants' violation of Federal and State consumer financial law.

7  
8 **II. JURISDICTION AND VENUE**

9 2. The Court has subject matter jurisdiction over this action because the acts which are  
10 the subject of this case took place in Contra Costa County, California, and Plaintiffs are and at all  
11 times herein mentioned have been residents of Contra Costa County, California.

12 3. Defendant, OCWEN MORTGAGE SERVICING, INC. ("OMS") a United States  
13 Virgin Islands corporation, that maintains its principal place of business in the United States Virgin  
14 Islands. At all times relevant to this Complaint, OMS has done business in Contra Costa County,  
15 and throughout California.

16 4. Defendant, OCWEN FINANCIAL CORPORATION ("OFC") is a publicly-traded  
17 Florida corporation, that maintains its principal place of business in West Palm Beach, Florida. At  
18 all times relevant to this Complaint, OFC has done business in Contra Costa County, and throughout  
19 California.

20 5. OCWEN LOAN SERVICING, LLC ("OLS") is a Delaware limited liability  
21 company, that maintains its principal place of business in West Palm Beach, Florida. At all times  
22 relevant to this Complaint, OFC has done business in Contra Costa County, and throughout  
23 California.

24 6. The true names and capacities, whether individual, corporate, associate or otherwise  
25 of defendants named herein as Does 1 through 20, inclusive, are unknown to Plaintiffs who therefor  
26 sue said defendants by such fictitious names. Plaintiffs will seek relief of Court to amend this  
27

1 Complaint to show said defendants true names and capacities and the same have been ascertained,  
2 together with appropriate charging allegations.

3 7. Plaintiffs are informed and believe and thereon allege that at all times herein relevant,  
4 each of the defendants assigned herein as a Doe is responsible in some manner for the events and  
5 happenings hereinafter referred to, and that plaintiffs' damages as herein alleged were caused by said  
6 defendants.

7 8. Plaintiffs are informed and believe and thereon allege that at all times herein relevant,  
8 each of the defendants was the agent and/or employee of the other defendants and, in doing the  
9 things herein alleged, each such defendant was acting within the purpose and scope of said agency  
10 and employment and with the permission and consent of each other defendant.

11 9. OFC, through its subsidiaries, originates and services loans. OFCI IMS, and OLS  
12 (collectively "OCWEN") engage in servicing activities relating to the loans by, among other things,  
13 processing borrower payments, administering loss mitigation processes, and managing foreclosures.  
14 OCWEN also acquires and collects upon borrowers' mortgage debts that are in default.

15 10. OFC, the parent and publicly-traded company, wholly owns all of the common stock  
16 of its primary operating subsidiary, OMS. OMS wholly owns the stock of another of OFC's primary  
17 operating subsidiaries, OLS. All three entities share and have shared key executives, such as Ronald  
18 Faris, Timothy Hayes, Michael Bourque, and John Patrick Cox. All three entities, through OFC, file  
19 a consolidated financial statement with OFC's public disclosures.

20 11. OFC controls, directs, operates, and participates in mortgage servicing activities, and  
21 consumer complaint operations for OCWEN's loans. OFC enters into agreements for products and  
22 services that are necessary for OCWEN to service mortgage loans and collect debt.

23 12. OMS is also engaged in servicing loans. OMS is licensed by numerous state  
24 regulators to service loans and collect mortgage debts. OMS has entered into agreements for  
25 products and services that are necessary for OCWEN to service mortgage loans and collect debt.

26 13. OLS is also engaged in servicing loans. OMS is licensed by numerous state  
27

1 regulators to service loans and collect upon borrowers' mortgage debts. OLS is also the owner of  
2 the mortgage servicing rights for the loans that OCWEN services.

3 14. OFC, OMS, and OLS operate as a "common enterprise." OFC, OMS, and OLS have  
4 conducted the business practices described below through interconnected companies that have  
5 common business functions, employees, and office locations.

6 15. Under the FCRA, providers of data to the consumer credit reporting agencies are  
7 required to report accurate (Section 623(a)(1)), complete and updated information.

8 **III. AGENCY/JOINT VENTURE**

9 16. At all times herein mentioned, the Defendants herein have transacted business within  
10 the County of Contra Costa and elsewhere within the State of California.

11 **IV. JURISDICTION AND VENUE**

12 17. Defendants, both individually and collectively, are subject to the jurisdiction of this  
13 Court by virtue of their business dealings and transactions throughout the state of California and in  
14 the County of Contra Costa, and by their violations of California Business & Professions Code ("B  
15 & P Code") §§17200 *et seq.*

16 18. Venue is proper in this county, because Defendants and each of them, at all times  
17 relevant herein, conducted business in Contra Costa County.

18 **V. CLASS ACTION ALLEGATIONS**

19 19. This action is brought by Plaintiffs on their own behalf and on behalf of all persons  
20 similarly situated. The Class that plaintiffs represent

21 "consist of individuals who when residing in California received a discharge in  
22 bankruptcy themselves or through their spouse of a, community debt,"

23 which continued to be reported as owed by Ocwen to credit reporting agencies including, but not  
24 limited to Experian. The persons in this class are so numerous that the joinder of all persons is  
25 impracticable and that the disposition of their claims in a class action rather than in individual actions  
26 will benefit the parties and the Court. Furthermore, because the economic damages suffered by

1 individual class members may be relatively modest, albeit significant, compared to the expense and  
2 burden of individual litigation, it would be impractical for members of said plaintiffs class to seek  
3 redress individually for the wrongful conduct alleged herein.

4 20. During the four years prior to the filing of this complaint, plaintiffs are informed and  
5 believe there were more than 1,000 individuals residing in the State of California who were affected  
6 by the misreporting of the status of their debt with defendants. The exact size of the plaintiff class  
7 and their identities are ascertainable from the records of defendants. There will be no difficulty in  
8 the management of this litigation as a class action.

9  
10 **VI. GENERAL ALLEGATIONS**

11 21. In the Spring of 2015, Plaintiffs were in contract to purchase the real property  
12 located at 2084 Central Street, Hercules, California ("the Hercules Property"). In or about June  
13 2015, Plaintiffs learned, having been preliminarily approved for a loan to acquire the property,  
14 that an adverse credit report had been received where OCWEN submitted an inaccurate and  
15 adverse credit report as to KIMBERLY's credit and failure to pay certain loan secured by the  
16 property located at 162 Marcus Avenue, Richmond, CA ("the Marcus Ave Property").

17 22. On June 30, 2015, OLS wrote RICHARD in response to RICHARD's inquiry, a  
18 true and correct copy of which is attached hereto as Exhibit A. Experian reported that  
19 KIMBERLY had a past due balance as of June 2015 of \$24,591.00 (see Exhibit B attached  
20 hereto). Exhibits A and B were in error, and Plaintiffs' lender would not fund the loan for the  
21 Hercules Property, resulting in the cancellation of the escrow for the purchase of Hercules  
22 Property and the loss to Plaintiffs of \$8,175.00. See Cancellation Instructions dated June 29,  
23 2015, a true and correct copy of which is attached hereto as Exhibit C.

24 23. At the time loan incepted, Plaintiffs were married, and have remained married  
25 since 2005. Plaintiffs purchased the Marcus Ave Property, as community property.

26 24. In 2009, RICHARD filed bankruptcy and received a discharge. In California, since  
27  
28

1 the property acquired during marriage is presumptively community property, as the property was  
2 here, after RICHARD's discharge in 2009, both RICHARD and KIMBERLY were entitled under  
3 Federal law to have the balance of each discharged community debt reported as zero.

4 25. Under the FCRA, a debt discharged in bankruptcy must be listed as having a zero  
5 balance. FTC OSC Sect. 607, Item 6, states, "A consumer report may include an account that  
6 was discharged in bankruptcy (as well as the bankruptcy itself) as long as it reports zero balance  
7 due to reflect the fact that the consumer is no longer liable for the discharged debt."

8 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
9 hereinafter set forth.

10 **VII. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 (Violation of the Federal Fair Credit Reporting Act, 15 U.S.C. § 16815.2,

13 Against All Defendants)

14 26. Plaintiffs reallege and incorporate each and every allegation contained in  
15 paragraphs 1 through 25, inclusive, as if fully set forth herein.

16 27. After Plaintiffs submitted a complaint regarding OCWEN's reporting to the credit  
17 reporting agency, Experian, in June 2015, OCWEN, after receiving notice of a dispute with regard  
18 to the completeness or accuracy of the information provided to a credit reporting agency,  
19 negligently failed to investigate and correct said reporting resulting in the damages to Plaintiffs set  
20 forth above.

21 28. Therefore, Plaintiffs are entitled to damages in the sum of \$8,175.00, plus interest  
22 thereon at the legal rate for loss of their deposit for the purchase of the Marcus Ave Property, and  
23 reasonable attorneys' fees, to the extent provided for by law.

24 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
25 hereinafter set forth.

1 SECOND CAUSE OF ACTION

2 (Violation of the CCRAA Against all Defendants)

3 29. Plaintiffs reallege and incorporate each and every allegation contained in  
4 paragraphs 1 through 28, inclusive, as if fully set forth herein.

5 30. Defendants, in the ordinary course of business, regularly on a routine basis, furnish  
6 information to one or more consumer credit reporting agencies concerning consumers, such as  
7 Plaintiffs.

8 31. In or about June 2015, Plaintiffs submitted a complaint to Experian regarding the  
9 reporting of the loan by OCWEN to the credit reporting agencies, including Experian.

10 32. Therefore Plaintiffs have been damaged as set forth in Paragraph 24 above, and in  
11 addition, pursuant to CC § 1785.19(a), are entitled to a civil penalty as provided by law, and  
12 pursuant to CC § 1785.19(b), are entitled to reasonable attorneys' fees and costs.

13 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them, as  
14 hereinafter set forth.

15 THIRD CAUSE OF ACTION

16 (Unfair Business Practices Pursuant to Bus. & Prof. Code §§ 17200 *et seq.*

17 Against All Defendants)

18 33. Plaintiffs reallege and incorporate herein by reference each and every allegation  
19 contained in paragraphs 1 through 32 above, as if set forth in full herein.

20 34. Beginning on an exact date unknown to Plaintiffs, but in any event, within four  
21 years of the filing of this complaint, and continuing to the present, the Defendants engaged and  
22 continue to engage in acts of unfair competition and in unfair, deceptive or unlawful business  
23 practices within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, including but not limited to,  
24 engaging in unlawful business practices that are, as stated above, illegal *per se*. OCWEN's conduct  
25 in violating the PUC and the SF Code, as herein above described, constitute an unlawful, unfair,  
26 and/or fraudulent business practice in violation of the unfair competition law.

1 35. OCWEN's knowing failure to adopt policies in accordance with and/or adhere to  
2 these laws, all of which are binding upon and burdensome to OCWEN's competitors, including the  
3 Plaintiff and members of the Plaintiff Class, results in an unfair competitive business practice for  
4 OCWEN, and is an unfair business practice as set forth in Bus. & Prof. Code § 17200, *et seq.*

5 36. OCWEN's conduct materially interferes with the financial affairs of those who make  
6 up plaintiff class: as a direct result of OCWEN's reporting practices to the credit reporting agencies,  
7 including but not limited to Experian. In addition to misleading the passenger public, OCWEN's  
8 conduct materially interferes with the business of the legally authorized medallion owners who make  
9 up the Plaintiff Class. That is, OCWEN has been, and is currently, engaged in unfair competition  
10 within the meaning of Bus. & Prof. Code § 17200, *et seq.*, and Plaintiffs and members of the Plaintiff  
11 Class, have suffered injuries in fact, including but not limited to, a loss of income and out-of-pocket  
12 expenditures as a direct and proximate result of OCWEN's reporting practices to the credit reporting  
13 agencies, including but not limited to Experian.

14 37. Unless restrained and enjoined, OCWEN will continue in the acts and practices  
15 alleged above. Accordingly, the Court must issue an injunction restraining and enjoining OCWEN  
16 from engaging in the acts and practices alleged above. Plaintiffs further request that an order  
17 restoring to the Plaintiffs and members of the Plaintiff Class all money or property which has been  
18 lost by means of OCWEN's unfair and deceptive business practices.

19 38. In addition, pursuant to CCP § 1021.5, the Plaintiffs and members of the Plaintiff  
20 Class are entitled to recover their reasonable attorneys' fees, costs and expenses incurred in bringing  
21 this action.

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
23 hereinafter set forth.

24 PRAYER

25 ON ALL CAUSES OF ACTION

26 Plaintiffs, on behalf of themselves and the proposed Class, pray for judgment  
27



1 and specific relief against Defendants as follows;

- 2 1. That the Court declare, adjudge and decree that this action is a proper class action  
3 and certify the appropriate class and/or any appropriate subclasses;

4 ON THE FIRST CAUSE OF ACTION

- 5 1. For actual damages in the sum of \$8,175.00, plus interest thereon at the legal rate;  
6 2. For reasonable attorneys' fees and costs of suit pursuant to *inter alia* 15 U.S.C.  
7 § 1681n(a)(3).

8 ON THE SECOND CAUSE OF ACTION

- 9 1. For damages in the sum of \$8,175.00, plus interest thereon at the legal rate;  
10 2. A civil penalty as provided by law; and  
11 3. Pursuant to *inter alia* CC § 1785.19(b), reasonable attorneys' fees and costs.

12 ON THE THIRD CAUSE OF ACTION

13 1. The Court declare, adjudge and decree that OCWEN has violated and continues to  
14 violate Bus. & Prof. Code §§ 17200, *et seq.*, by engaging in unlawful business practices that lead  
15 to the reporting of inaccurate credit information to the credit reporting agencies, and in turn, cause  
16 the credit reporting agencies to report misleading and inaccurate information to providers of credit  
17 who are dealing with members of the general public and the plaintiffs herein.

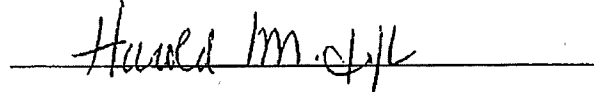
18 2. For preliminary and permanent injunction enjoining OCWEN, their agents,  
19 servants, employees and all persons acting or in concert with them, to cease and desist from any  
20 unlawful, unfair, and/or fraudulent activities in violation of the Bus. & Prof. Code § 17200, *et*  
21 *seq.*, including but not limited to the following acts:



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

a) Falsely reporting that a debt is delinquent when in fact it has been discharged in bankruptcy, whether by the debtor or the debtor's spouse.

DATED: November 6, 2017



HAROLD M. JAFFE, Attorney for Plaintiffs  
RICHARD GRAY and KIMBERLY GRAY

# EXHIBIT A



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
Helping Homeowners Is What We Do!™

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

06/30/2015

Loan Number: 359229271

Richard N. Gray  
E-mail: klnberly.gray@comcast.net

Property Address: 162 Marcus Ave  
Richmond, CA 94801

Dear Richard N. Gray

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

**Concern#1** You expressed concern regarding the credit reporting made on the loan, which you believe is incorrect. Therefore, you requested us to process necessary corrections.

**Response** Our records indicate that you Richard N. Gray filed for Bankruptcy Chapter 7 on August 20, 2009, which was discharged on November 24, 2009. Please note that once Bankruptcy is filed, all assets and liabilities come under Bankruptcy protection.

We have submitted a request to delete the trade line reported to the credit bureaus by Ocwen under your name (Richard N. Gray). The confirmation number of the electronically submitted request is 75239760.

Further, we have also submitted a request to report the loan as per contractual status under the co-borrower Kimberly M. Gray. The confirmation number of the electronically submitted request is 75243588.

We report to Equifax, Trans Union, Experian and Innovis. These bureaus provide information to the local credit bureaus to update and correct the credit file. Unfortunately, we are unable to control when the credit reporting agencies will update their records. In the interim, you may use this letter as evidence that the request has been submitted.

For any further assistance regarding the above loan, please contact our Bankruptcy Collateral Based Solutions at (888) 554-6599.

NMLS # 1852

RRCMAINLTRB

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
Helping Homeowners is What We Do™

1651 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

We trust the information provided has fully addressed your concern. Please visit our website ([www.ocwencustomers.com](http://www.ocwencustomers.com)) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC  
Attention: Research Department  
P.O. Box 24736  
West Palm Beach, FL 33416-4736

Sincerely,  
Mary Shalini C  
Research Department  
Ocwen Loan Servicing, LLC

NMLS # 1852

RRCMATHLRE

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

Result Report ( Jul. 13. 2015 )

Date/Time: Jul. 13. 2015 1:28PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
3225 Memory TX	14077376375	P. 5	OK	

- Reason for error
- E. 1) Hang up or line fall
  - E. 2) Busy
  - E. 3) No answer
  - E. 4) No facsimile connection
  - E. 5) Exceeded max. E-mail size
  - E. 6) Destination does not support IP-Fax

**HAROLD M. JAFFE**  
 Attorney at Law  
 3521 Grand Avenue  
 Oakland, California 94610  
 Telephone: (510) 452-2010 - Facsimile: (510) 452-0126  
 E-MAIL: hja@hjm.com

TO: MARY SHALUN  
 FROM: DOLORES  
 FAX NO: (408) 707 1025  
 TEL NO: (510) 241-9900  
 FROM: TERESA SHALUN ASSISTANT  
 FAX NO: (510) 452-9126  
 TEL NO: (510) 452-2010  
 DATE:

RE: CLAUDE I. LINDENBAUM  
LAW NO. 259, 229, 271  
PROPERTY 1102 MARCOS AVE, RICHMOND CA 94801  
 BCC: See attached.  
 MESSAGE:

DEAR MARY,  
I AM FOLLOWING UP ON THE PREVIOUS  
LETTER WE SENT TO YOU VIA FAX ON JULY 1, 2015.  
OPY ATTACHED. PLEASE RESPOND NO LATER  
THAN 5 P.M. PDT ON JULY 13, 2015  
PLEASE.  
THANK YOU, TERESA

THIS FACSIMILE TRANSMISSION IS UNRECORDED AND NOT INDEXED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 03/26/18 BY 60322/BAW/STP

ORIGINAL BY MAIL Yes  No  
 NO. OF PAGES 5 INCLUDING THIS COVER SHEET  
 IF THIS TRANSMISSION WAS INCOMPLETE OR UNREADABLE  
 PLEASE CALL JEFFREY BARTIAGO AT (510) 452-2010.

# EXHIBIT B

Prepared for: **KIMBERLY MAURICE GRAY**  
 Date: **June 30, 2015**  
 Report number: **2680-3509-24**

**Experian**  
 A world of insight

Page 1 of 10

**Dispute results**

**About our dispute process**

This summary shows the revision(s) made to your credit file as a result of our processing of your dispute. If you still question an item, then you may want to contact the furnisher of the information directly or review the original information in the public record.

The Federal Fair Credit Reporting Act provides that you may:

- request a description of how we processed your dispute, including the business name and address of any furnisher of information contacted in connection with such information and the telephone number if reasonably available;
- add a statement disputing the accuracy or completeness of the information; and
- request that we send these results to organizations who have requested your credit report in the past two years for employment purposes or six months for any other purpose.

If no information follows, our response appeared on the previous page.

**How to read your results**

**Deleted** - This item was removed from your credit report

**Remains** - This item was not changed as a result of our processing of your dispute

**Updated** - A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you

**Processed** - This item was either updated or deleted; review this report to learn its outcome

**Results**

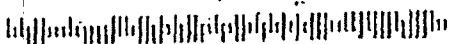
We have completed the processing of your dispute(s). Here are the results:

Credit items	Outcome
OCWEN LOAN SERVICING L 35922....	Remains

Visit [experian.com/status](http://experian.com/status) to check the status of your pending disputes at any time



Scan me with your smart phone for special offers from Experian.



0008166 02AN0435 1AVTO 807155 91601-170163 -C02-POS1241

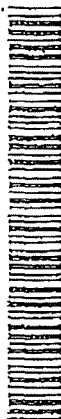
KIMBERLY MAURICE GRAY  
162 MARCUS AVE  
RICHMOND CA 94801-1704

PO Box 9701  
Allen, TX 76013

0249081713

**What's your credit score?**  
Find out by ordering your VantageScore® from Experian for only \$7.95. To order, call 1 888 322 5583.

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e. "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others, they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.



Prepared for: **KIMBERLY MAURICE GRAY**

Date: **June 30, 2015**

Report number: **2680-3509-24**

Page 2 of 10



Your accounts that may be considered negative. The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date, and paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

**Payment history legend**

<b>EXM</b> Current/Terms of agreement met	<b>NSR</b> Voluntarily surrendered
<b>EXD</b> Account 30 days past due	<b>RRN</b> Repossession
<b>EXE</b> Account 60 days past due	<b>PCD</b> Paid by creditor
<b>EXF</b> Account 90 days past due	<b>IRN</b> Insurance claim
<b>EXG</b> Account 120 days past due	<b>CCM</b> Claim filed with government
<b>EXH</b> Account 150 days past due	<b>DCN</b> Defaulted on contract
<b>EXI</b> Account 180 days past due	<b>COL</b> Collection
<b>EXJ</b> Creditor received deed	<b>COO</b> Charge off
<b>EXK</b> Foreclosure proceedings started	<b>CLS</b> Closed
<b>EXL</b> Foreclosed	<b>AND</b> No data for this time period

**Credit items**

**OCWEN LOAN SERVICING**  
 1661 WORTHINGTON RD, STE 100  
 WEST PALM BEACH, FL 33409  
 Phone number: (800) 746-2936  
 Partial account number: 35922  
 Address/identification number: 0394755676

Date opened: Jul 2005  
 First reported: May 2014  
 Date of status: Feb 2015

Type: Mortgage Terms  
 2 Years  
 Monthly payment \$2,308

Recent balance: \$402,808 as of Jun 2015  
 Credit limit or original amount: \$400,000  
 High balance: Not reported

Responsibility: Joint  
 Status: Open, \$24,591 past due as of Jun 2015.  
 By Jun 2021, this account is scheduled to go to a positive status.

Payment history  
 2015 JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY

0249081713



# EXHIBIT C

Jun 30 15 03:20p

All In One

p.1



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

3260 Blume Drive, Ste. 400 • Richmond CA • 94806 • (810) 222-7170 • FAX (510) 223-4448

## CANCELLATION INSTRUCTIONS

To: Old Republic Title Company  
3260 Blume Drive, Ste. 400  
Richmond, CA 94806

Date: June 29, 2015  
Escrow No.: 0190014981-WH  
Escrow Officer: Wendy Huang

Property: 2084 Central Street, Hercules, CA 94547

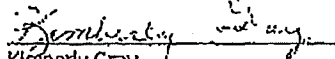
The undersigned hereby instructs you to cancel the above numbered escrow and return all documents held by you to the parties depositing the same. Disburse any funds you now hold as follows:

- |   |              |
|---|--------------|
| (a) Cancellation fee to Old Republic Title Company. | \$350.00     |
| (b) Notary Fee to Sherry O'Brien                    | \$150.00     |
| (c) funds to the seller                             | \$8,175.00   |
| (d) funds to the buyer                              | \$126,036.30 |

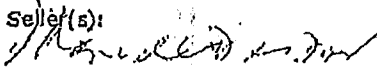
In consideration of the cancellation of this escrow and disbursement of funds as directed above, the undersigned do hereby release Old Republic Title Company, of any and all obligations or liability under the transaction which is the subject of this escrow.

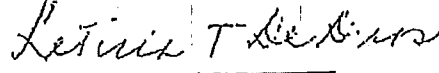
These instructions may be signed in counterpart and together constitute one instrument.

Buyer(s):

  
Kimberly Gray

Seller(s):

  
Manuel L. De Dios

  
Letida T. De Dios

Received: Old Republic Title Company

By \_\_\_\_\_

Date \_\_\_\_\_

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
CASE MANAGEMENT STATEMENT (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: <span style="font-size: 1.5em; font-family: cursive;">C18-00373</span>
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: <u>March 27, 2018</u> Time: <u>8:30 AM</u> Dept.: <u>17</u> Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
  - a.  This statement is submitted by party (name):
  - b.  This statement is submitted jointly by parties (names):
  
2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
  - a. The complaint was filed on (date):
  - b.  The cross-complaint, if any, was filed on (date):
  
3. Service (to be answered by plaintiffs and cross-complainants only)
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (specify names and explain why not):
    - (2)  have been served but have not appeared and have not been dismissed (specify names):
    - (3)  have had a default entered against them (specify names):
  - c.  The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
  
4. Description of case
  - a. Type of case in  complaint  cross-complaint (Describe, including causes of action):

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ):  TELEPHONE NO: _____ FAX NO. ( <i>Optional</i> ): _____ E-MAIL ADDRESS ( <i>Optional</i> ): _____ ATTORNEY FOR ( <i>Name</i> ): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
(Check one): <input type="checkbox"/> <b>CASE MANAGEMENT STATEMENT</b> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court ( <i>if different from the address above</i> ): _____  <input type="checkbox"/> Notice of Intent to Appear by Telephone, by ( <i>name</i> ): _____	

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

1. Party or parties (*answer one*):
  - a.  This statement is submitted by party (*name*):
  - b.  This statement is submitted jointly by parties (*names*):
  
2. Complaint and cross-complaint (*to be answered by plaintiffs and cross-complainants only*)
  - a. The complaint was filed on (*date*):
  - b.  The cross-complaint, if any, was filed on (*date*):
  
3. Service (*to be answered by plaintiffs and cross-complainants only*)
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (*specify names and explain why not*):
    - (2)  have been served but have not appeared and have not been dismissed (*specify names*):
    - (3)  have had a default entered against them (*specify names*):
  - c.  The following additional parties may be added (*specify names, nature of involvement in case, and date by which they may be served*):
  
4. Description of case
  - a. Type of case in  complaint     cross-complaint    (*Describe, including causes of action*):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial  
The party or parties request  a jury trial  a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

- a.  The trial has been set for (date):  
b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

- a.  days (specify number):  
b.  hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial  by the attorney or party listed in the caption  by the following:

- a. Attorney:  
b. Firm:  
c. Address:  
d. Telephone number:  
e. E-mail address:  
f. Fax number:  
g. Party represented:

Additional representation is described in Attachment 8.

9. Preference

This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

a. ADR information package. Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

b. Referral to judicial arbitration or civil action mediation (if available).

(1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

CM-110

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

11. Insurance

- a.  Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights:  Yes  No
- c.  Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy  Other (specify):

Status:

13. Related cases, consolidation, and coordination

- a.  There are companion, underlying, or related cases.

- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:

Additional cases are described in Attachment 13a.

- b.  A motion to  consolidate  coordinate will be filed by (name party):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

- The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):

16. Discovery

- a.  The party or parties have completed all discovery.

- b.  The following discovery will be completed by the date specified (describe all anticipated discovery):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c.  The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

17. Economic litigation

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other Issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar #, and address): <b>Harold M. Jaffe 57397</b> <b>Law Offices of Harold M. Jaffe</b> <b>3521 Grand Avenue</b> <b>Oakland, CA 94610</b> TELEPHONE NO.: <b>(510) 452-2610</b> FAX NO.: <b>(510) 452-9125</b> ATTORNEY FOR (Name): <b>Plaintiffs</b>	FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> <div style="font-size: 1.5em; font-weight: bold;">FEB - 9 2018</div> STEPHEN H. WASS, CLERK OF THE COURT SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF CONTRA COSTA By: <b>D. WAGNER</b> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>CONTRA COSTA</b> STREET ADDRESS: <b>725 Court Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Martinez, CA 94553</b> BRANCH NAME: <b>Wakefield Taylor Courthouse</b>	CASE NUMBER: <b>17-02345 C18-00373</b>  JUDGE:  DEPT.:
CASE NAME: <b>GRAY v. OCWEN</b>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)  <b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23)  <b>Non-PIPD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35)  <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)  <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)  <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)  <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)  <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)  <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)  <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties  | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): **Three**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **November 6, 2017**

**Harold M. Jaffe**

(TYPE OR PRINT NAME)

*Harold M. Jaffe*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice-Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case-Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ-Administrative Mandamus  
Writ-Mandamus on Limited Court Case Matter  
Writ-Other Limited Court Case-Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal-Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint  
RICO (27)

Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

ATTY. HAROLD M. JAFFE  
3521 GRAND AVE  
  
OAKLAND, CA 94610

NO ATTORNEY ON  
RECORD FOR THE  
DEFENDANTS

FEB 28

**Superior Court of California, County of Contra Costa**  
725 Court Street, Martinez, CA 94553  
(925) 608-1000

RICHARD GRAY  
KIMBERLY GRAY

PLAINTIFF(S)

vs.

OCWEN LOAN SERVICING  
OCWEN MORTGAGE SERVICING INC.  
OCWEN FINANCIAL CORPORATION

DEFENDANT(S)

CASE NO: MSL17 - 02345

**RECORD ON TRANSFER  
AND  
NOTICE OF TRANSMITTAL**

**RECORD ON TRANSFER**

TO: CONTRA COSTA COUNTY SUPERIOR COURT

Please find all the documents constituting the entire file from Contra Costa County Superior Court DEPARTMENT 17. This action is transferred to "C" Case by the 02/21/18 Email request from Department 17.

Enclosures: Documents as listed on the of the Register of Actions and email request

**NOTICE OF TRANSMITTAL**

TO THE ABOVE NAMED AND ADDRESSED PARTIES:

Please take notice that the above-entitled action has been transmitted to the court named in the Record on Transfer.

Dated: February 26, 2018

CLERK,

By Jesús Milla J. Milla

**ACKNOWLEDGMENT OF RECEIPT**

Please sign and return a copy of this acknowledgment of receipt

Received the above records on (date) 02-28-18 & assigned case # C18 - 00373

Dated: 02-28-18

CLERK,

By [Signature]  
DEPUTY CLERK

**RECORD ON TRANSFER AND NOTICE OF TRANSMITTAL**

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

Richard Gray and Kimberly Gray, On Behalf of Themselves and All Others Similar Situated, And As Private Attorney Generals

(b) County of Residence of First Listed Plaintiff Contra Costa County, California (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Harold M. Jaffe, Attorney At Law
3521 Grand Avenue, Oakland, CA 94610
Tel: 510-452-2610

DEFENDANTS

Ocwen Loan Servicing, LLC, a Delaware limited liability company; Ocwen Mortgage Servicing, Inc., a U.S. Virgin Islands corporation; Ocwen Financial Corporation, a Florida corporation; and Does 1 through 20, inclusive

County of Residence of First Listed Defendant Delaware (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Lee Marshall, Bryan Cave LLP
Three Embarcadero Center, 7th Floor, San Francisco, CA 94111-4070
Tel: 415-675-3400

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
625 Drug Related Seizure of Property 21 USC 881
690 Other
622 Appeal 28 USC 158
423 Withdrawal 28 USC 157
820 Copyrights
830 Patent
840 Trademark
710 Fair Labor Standards Act
720 Labor/Management Relations
740 Railway Labor Act
751 Family and Medical Leave Act
790 Other Labor Litigation
791 Employee Retirement Income Security Act
462 Naturalization Application
463 Habeas Corpus - Alien Detainee (Prisoner Petition)
465 Other Immigration Actions
422 Appeal 28 USC 158
423 Withdrawal 28 USC 157
820 Copyrights
830 Patent
840 Trademark
861 HIA (1395ff)
862 Black Lung (923)
863 DIWC/DIWW (405(g))
864 SSID Title XVI
865 RSI (405(g))
870 Taxes (U.S. Plaintiff or Defendant)
871 IRS—Third Party 26 USC 7609
375 False Claims Act
376 Qui Tam (31 USC 3729 (a))
400 State Reapportionment
410 Antitrust
430 Banks and Banking
450 Commerce
460 Deportation
470 Racketeer Influenced and Corrupt Organizations
480 Consumer Credit
490 Cable/Sat TV
850 Securities/Commodities/Exchange
890 Other Statutory Actions
891 Agricultural Acts
893 Environmental Matters
895 Freedom of Information Act
896 Arbitration
899 Administrative Procedure Act/Review or Appeal of Agency Decision
950 Constitutionality of State Statutes

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each cell contains a list of legal categories with checkboxes.

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

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

Fair Credit Reporting Act, 15 U.S.C 1681, et seq.

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 8,175.00

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box)

Is not a refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE March 26, 2018

SIGNATURE OF ATTORNEY OF RECORD



**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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the six 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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

**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. Previous Bankruptcy Matters** For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

**VIII. 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.

**IX. 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.

**X. Refiling Information.** Place an "X" in one of the two boxes indicating if the case is or is not a refiling of a previously dismissed action. If it is a refiling of a previously dismissed action, insert the case number and judge.

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Married Couple Blames Denied Mortgage, Lost Deposit on Ocwen's 'Inaccurate' Credit Reporting](#)

---