

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

<p>RODNEY W. HARRELL, 981 Powhatan St. Alexandria, VA 22314,</p> <p>Individually and on behalf of all others similarly situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>FREEDOM MORTGAGE CORPORATION, A New Jersey Corporation, 907 Pleasant Valley Ave. STE 3 Mt. Laurel, NJ 08054</p> <p>Defendant.</p>	<p>Civil Action No. _____</p> <p>DEMAND FOR JURY TRIAL</p>
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COMPLAINT

COMES NOW Plaintiff, Rodney W. Harrell, and files this Complaint against Defendant Freedom Mortgage Corporation and in support thereof states as follows:

JURISDICTION AND VENUE

1. The United States District Court for the Eastern District of Virginia has jurisdiction of the federal claims herein under 28 U.S.C. § 1331 and 12 U.S.C. § 2614. This court has jurisdiction of the pendent state claims under 28 U.S.C. § 1367(a).

2. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), and (c).

THE PARTIES

3. Plaintiff, Rodney W. Harrell, is and was at all material times, a resident of the Commonwealth of Virginia, residing at 981 Powhatan St., Alexandria VA 22314.
4. Defendant Freedom Mortgage Corporation (hereinafter “Freedom Mortgage”, “Freedom” or “FMC”) is the current owner and servicer of the refinanced loan secured by the real property located at 981 Powhatan St., Alexandria VA 22314. Freedom Mortgage has a principal place of business in Mt. Laurel, New Jersey, and is a corporation present in the Commonwealth of Virginia.

FACTUAL ALLEGATIONS

5. Harrell owns the single-family, residential property at 981 Powhatan St., Alexandria VA 22314, and has solely owned said property since April 19, 2005.
6. NYCB Mortgage Company, LLC (“NYCB”) was the original refinance mortgage lender and servicer of the loan secured by the aforementioned real property.
7. Harrell refinanced the property with a new mortgage from NYCB on September 5, 2012, with payments beginning on November 1, 2012, as evidenced by a note describing certain terms of the mortgage. A copy of the note is attached hereto as Exhibit A to the Complaint.
8. The note required monthly payments, and an accompanying security instrument stating additional terms of the mortgage loan required payment to an escrow account for the purpose of assuring payment of all Alexandria City property taxes and private hazard insurance premiums.

9. At all relevant times up to and including the present, Mr. Harrell made payments through automatic withdrawal, never missing a payment and never making a late payment.
10. The City of Alexandria requires a two-installment payment of annual property taxes to be made as follows: the first installment payment must be paid by June 15th and the second installment must be paid by November 15th.
11. NYCB made the first installment payment for 2017 on June 1, 2017.
12. Upon information and belief, NYCB transferred the mortgage with certain rights and obligations, including the servicing of the loan, to Freedom Mortgage on October 31, 2017.
13. NYCB failed to make the second installment payment of the 2017 Alexandria City property tax.
14. Freedom Mortgage failed to make the second installment payment of the 2017 Alexandria City property tax in the 2017 calendar year. The 2017 Form 1098 from Freedom Mortgage shows that Freedom Mortgage made no disbursements at all from the escrow account in 2017.
15. At all relevant times, the escrow account held more than enough funds to pay the second installment of the 2017 property tax, a bill of \$4,102.14.
16. The City of Alexandria assessed Harrell penalties for late payment, and because the property tax was not paid in the 2017 calendar year, Harrell incurred significant additional federal and state income tax liability for the 2017 tax year. *See* Internal Revenue Service, 2017 Instructions for Schedule A (Form 1040) A-7 (2017) (“If your mortgage payments include your real estate taxes, you can deduct only the amount the mortgage company actually paid to the taxing authority in 2017.”). Virginia conforms to the federal tax code for itemized deductions in 2017. *See* Va. Dep’t of Taxation, 2017 Form 760: Resident Individual Income Tax Booklet 11 (2017).

17. Harrell's total federal income tax for 2017, which has been paid in full, was \$42,174.00, when it should have been \$41,515.00.
18. Harrell's total Virginia income tax for 2017, which has been paid in full, was \$10,799.00, when it should have been \$10,563.00.
19. Harrell's total increased tax liability due to Freedom's failure to make a timely property tax payment was \$895.00.
20. Although Freedom eventually paid the 2017 property tax in 2018, changes to the 2018 tax code bar the itemized deduction of state income and property taxes exceeding \$10,000. *See* Tax Cuts and Jobs Act, Pub. L. No. 115-97, sec. 11042(a), § 164(b)(6)(B), 131 Stat. 2054, 2086 (2017) (to be codified at 26 U.S.C. § 164(b)(6)(B)). As in 2017, Harrell will itemize deductions in 2018 and will greatly exceed the \$10,000 ceiling for state income and property taxes.
21. On January 31, 2018, at 3:32PM Eastern Time, Harrell telephoned Freedom's customer service office and spoke with a representative who identified herself as Beatrice, Employee #13263. In that call, the representative informed Harrell that Freedom had received a notice Harrell had faxed two days earlier showing the unpaid property tax and that Freedom understood the need to immediately pay the tax to avoid further penalties from the City. The representative also stated that fault for the missed payment rested with either NYCB or Freedom and she further assured Harrell that any late payment penalty from the City would be paid by Freedom.
22. On February 7, 2018, Harrell contacted the office at the City of Alexandria that handles City property taxes. A representative of that office informed Harrell that she personally knew of at least four other Alexandria homeowners with Freedom Mortgage Company mortgages who also had unpaid 2017 property tax bills.
23. On February 15, 2018, at 4:44PM Eastern Time, Harrell again telephoned Freedom's customer service office and this time spoke with a representative who identified herself as Bridget, Employee #3249. That representative informed Harrell that Freedom had

made a payment on his behalf to City on February 13th, but she was unable to confirm that Freedom had also paid the penalties. She further stated that it often takes up to two months after Freedom assumes a mortgage transfer for Freedom to start making payments out of the transferred escrow accounts, and that at that point Freedom personnel had become “overwhelmed” by the onslaught of required payments.

24. On February 16, 2018, Harrell sent a letter to Freedom requesting certain information about his mortgage. A copy of that letter is attached hereto as Exhibit B to the Complaint.
25. On February 16, 2018, Harrell sent a letter to NYCB requesting certain information about his mortgage. A copy of that letter is attached hereto as Exhibit C to the Complaint.
26. In June 2017, Freedom issued a press release announcing its acquisition of residential mortgage assets from NYCB. The release stated that the purchase brought Freedom approximately \$500 million of residential mortgage assets from NYCB and the “deal includes the right to service over \$20 billion of residential mortgage loans.” A copy of that press release, printed from Freedom’s website on February 20, 2018, is attached hereto as Exhibit D to the Complaint.
27. In June 2017, Freedom issued a press release touting that it “originated 42.7 billion of [Veterans Administration] loans in the first quarter” of 2017. A copy of that press release, printed from Freedom’s website on February 20, 2018, is attached hereto as Exhibit E to the Complaint.
28. Freedom has thus engaged in a pattern and practice of failing to make required payments from escrow accounts and has accumulated a significant portfolio of failed payments.
29. On information and belief, supported by well over fifty (50) complaints filed with the Consumer Financial Protection Bureau (“CFPB”) that are available on its website,

- Freedom has failed to make timely payments of property taxes or insurance premiums from escrow accounts on over fifty (50) occasions since the beginning of 2016.
30. These CFPB complaints include at least one, complaint ID # 2782867, where Freedom's late property tax payment caused a Connecticut homeowner \$840.00 in increased federal income tax liability for the 2017 tax year.
31. On information and belief, supported by a review on "mythreecents.com" by a party identified as "Sedona PhD" on January 20, 2018, Freedom failed to timely pay a Dallas homeowner's flood insurance on a loan transferred from NYCB, erroneously refunding money from that party's escrow account that should have gone to making the payment.
32. On information and belief, supported by numerous "Yelp" reviews, Freedom
- a. failed to pay property taxes, per "Dale B., Arvada, CO," 1/4/2016,
 - b. failed to pay property taxes, per "Jeff T., Grand Rapids, MI," 2/25/2016,
 - c. failed to pay property taxes, per "Earlice J., Las Vegas, NV," 7/9/2016,
 - d. failed to pay both homeowner's insurance and property taxes, per "Kristi S., Sparks, NV," 3/8/2016,
 - e. failed to pay homeowner's insurance, per "E.O., Charlotte, NC," 10/9/2015,
 - f. failed to pay property taxes, per "Dana C., Carlsbad, CA," 1/22/2016, and
 - g. failed to pay property taxes on a transferred mortgage, per "Sandia H., Lathrop, CA," 3/30/2016.

COUNT I
VIOLATION OF THE REAL ESTATE SETTLEMENT
PROCEDURES ACT OF 1974, 12 U.S.C. § 2601 et seq.

33. Harrell realleges and incorporates all the preceding allegations as if fully restated in this Count.
34. Section 6 of the Real Estate Settlement Procedures Act of 1974 ("RESPA"), as amended by the Cranston-Gonzalez National Affordable Housing Act, demands that

- the servicer of a federally related mortgage loan who administers an escrow account make timely payments of property taxes from said account as said taxes come due. 12 U.S.C. § 2605(g).
35. Harrell's loan is a federally related mortgage loan within the meaning of 12 U.S.C. § 2602(1)(A).
36. Freedom Mortgage was the servicer of the loan during the relevant period, as it was responsible both for receiving payments designated for subsequent tax payments and for actually making those tax payments.
37. Freedom violated RESPA, 12 U.S.C. § 2605(g), by failing to make timely property tax payments out of escrowed funds.
38. Freedom has shown a pattern and practice of failing to make payments out of escrow accounts for the timely payment of taxes and insurance premiums as those payments have become due.
39. RESPA makes violators of section 2605(g) liable to borrowers for any actual damages, as well as additional statutory damages if a pattern of noncompliance emerges. 12 U.S.C. § 2605(f). Costs and attorneys' fees are also provided for by the statute. *Id.*
40. Harrell has suffered specific monetary damages in increased state and federal income tax liability.
41. Harrell has suffered additional actual damages in the amount of time it took him to communicate with the City of Alexandria, NYCB, and Freedom in efforts to determine why his taxes were not paid and to demand Freedom pay the taxes and penalties before the City began a credit-damaging collections action. Further, Harrell has lost confidence in Freedom's ability to make future timely payments, which has impaired the present value of the escrow agreement.
42. Defendant's failures to comply with RESPA have thus caused Harrell concrete and particularized harm.

COUNT II

BREACH OF CONTRACT

43. Mr. Harrell realleges and incorporates all the preceding allegations as if fully restated in this Count.
44. Under Virginia law, the security instrument's agreement to maintain an escrow account and to remit Harrell's owed property taxes to the City of Alexandria constituted a contract between Mr. Harrell and NYCB.
45. NYCB received, as valuable consideration, interest on the mortgage funds loaned and assurance that the property taxes and hazard insurance would be paid through the escrow account, reducing concerns about tax liens and insurance policy lapse.
46. Mr. Harrell received, as valuable consideration, funds to refinance the property at 981 Powhatan St., Alexandria VA 22314, and he also received the assurance that NYCB would ensure that taxes and insurance premiums would be paid in a timely manner.
47. Freedom Mortgage assumed from NYCB certain rights and obligations attached to the mortgage loan, including the servicing of the mortgage loan, when it purchased the loan from NYCB. Thus, Freedom had an obligation as transferee of the contract, and as servicer, to pay the property taxes in a timely manner out of the escrow account.
48. Freedom breached its contractual obligation, causing foreseeable harm to Harrell in the form of penalties and increased income tax liability.
49. Freedom knew or should have known, due to widespread publicity regarding the tax law changes, that persons with mortgages in states with state income taxes would be highly likely to suffer irreversible harm should they fail to make timely property tax payments in 2017.

COUNT III **NEGLIGENCE**

50. Plaintiff realleges and incorporates all the foregoing allegations as if fully set forth under this Count.
51. Under Virginia law, for a Plaintiff to establish actionable negligence, he must show the existence of a legal duty on Defendant's part, Defendant breached that duty, and that such breach proximately caused damages to Plaintiff.
52. Freedom had a legal duty by contract, statute and practice, to remit property taxes to the City of Alexandria from Harrell's pre-paid escrow account.
53. Freedom breached that duty when it failed to submit the second installment of property taxes to the City on Harrell's behalf.
54. It is that failure, and only that failure, that proximately caused Harrell to incur penalties to the City and increased federal income tax liability.

CLASS ACTION ALLEGATIONS

55. Plaintiff realleges and incorporates all the foregoing allegations as if fully set forth again in this section of the Complaint.
56. Pursuant to Fed. R. Civ. P. 23, Plaintiff brings this action for himself and on behalf of a class (the "Class"), defined as:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) who (a) had a residential mortgage loan from any lender on real property within the United States or its territories or other political subdivisions; (b) had escrow agreements requiring Freedom to remit either property taxes or hazard insurance premiums or both to the applicable local jurisdictions or insurance carriers from the property owner's escrow account; and (c) have not had their local property

taxes paid or hazard insurance premiums paid or both pursuant to the referenced escrow agreements in a timely manner.

57. Pursuant to Fed. R. Civ. P. 23, Plaintiff also brings this action for himself and on behalf of a subclass (the “Subclass”), defined as:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) who (a) had a residential mortgage loan from any lender on real property within the United States or its territories or other political subdivisions; (b) had escrow agreements requiring Freedom to remit property taxes to the applicable local jurisdictions from the property owner’s escrow account; and (c) lost their 2017 local property tax deduction on their federal and/or state tax returns due to Freedom’s failure to pay his/her/their local property taxes in 2017.

58. Specifically excluded from this Class and Subclass are

- a. All persons who elect to exclude themselves from this Class;
- b. All persons who have previously executed and delivered to Defendant a release of any claims that would otherwise be covered by the circumstances set forth in the definition of this Class above; and
- c. Defendant’s officers, directors, agents, representatives, and their immediate family members.

59. **Numerosity:** The Class is so numerous that joinder of all members is impracticable.

- a. At this time, Plaintiff does not know the exact size of the Class.

- b. Based on Freedom's own press releases attached to the Complaint as Exhibits D and E, it must have purchased at least hundreds of mortgages from NYCB.
- c. Based on the conversations and other information described earlier in the Complaint, Plaintiff believes that Freedom failed to make timely property tax payments for a significant number, if not all, of the mortgages that Freedom purchased from NYCB in 2017.
- d. Further, Freedom's failure to properly process property tax payments or insurance premiums or both has affected mortgages that were not purchased from NYCB, and the number of affected property owners over the last three years will likely reach into the thousands given the aggregate value of VA loans that Exhibit E states are held by Freedom.

60. Commonality: Common questions of law and fact exist as to all members of the Class.

- a. The primary focus of the litigation will be on whether Freedom breached its statutory, contractual, and common law duty to remit Class members' property taxes or insurance premiums or both to the applicable local jurisdictions or insurance carriers in a timely manner.
- b. A finding that either or both Defendants failed in any of those duties to any of the Class members will likely be applicable to all or almost all Class members.

61. Typicality: Plaintiff's claims are typical of the other members of the Class.

- a. As discussed above as to the numerosity requirement, statements made by a representative of the City of Alexandria and by representatives of Freedom indicate that Freedom's failures in dealing with the NYCB transferred loans were systemic.
- b. Including Freedom's numerous other nationwide failures to make timely payments from required escrow accounts, as indicated by the substantial

number of abovementioned complaints over the last three years, Freedom has shown a pattern of RESPA noncompliance with respect to all members of the Class.

- c. All members of the Class suffered the same as Plaintiff Harrell in that their property taxes or insurance premiums or both were not timely and properly paid in accord with their escrow agreements, thus incurring late fees or insurance coverage lapses or both, and regardless of whether Freedom or NYCB ultimately paid to reimburse any Class members for any fees or other actual damages, all members of the Class are entitled to statutory damages as per RESPA.
- d. Damages suffered by each member of the Subclass may vary in that the tax consequences to each individual property owner will be different based on the individual's taxable income, filing status, other deductions, etc. Plaintiff alleges that these variations in this one aspect of damages can be resolved in the damages phase of litigation. Plaintiff further alleges that the issues on which Plaintiff's claims and damages are typical of other members of the Class predominate over any issues for which Plaintiff may have claims to damages that are not as typical of a great number of Class members.

62. Adequacy: Plaintiff will fairly and adequately protect the interests of the Class.

- a. Plaintiff's interests coincide with, and are not antagonistic to, other Class members' interests.
- b. Plaintiff has retained counsel experienced in complex, commercial, and large class action litigation.

63. This matter may be maintained as a class action pursuant to Fed. R. Civ. P. 23(b)(3) in that questions of law and fact common to class members predominate over any

questions affecting only individual members and that a class action is superior to other available methods for fairly and effectively adjudicating the controversy.

WHEREFORE, Plaintiff Rodney W. Harrell requests the following:

1. That this Court certify the proposed Class.
2. That this Court designate Plaintiff Harrell as Class representative.
3. That this Court designate undersigned counsel as Class counsel.
4. That this Court grant actual damages;
5. That this Court grant statutory damages under 12 U.S.C. § 2605(f); and
6. That this Court order other further reasonable relief including costs and attorneys' fees.

JURY TRIAL DEMANDED

Respectfully submitted,

_____/s/_____
John J. Beins
VA Bar #35435
BEINS GOLDBERG LLP
2 Wisconsin Circle
Suite 700
Chevy Chase, MD 20815
240.235.5040
jbeins@beinsgoldberg.com

_____/s/_____
Justin P. Keating
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BEINS, AXELROD, P.C.
1030 15th St., NW
Suite 700 East
Washington, DC 20005
202.328.7222

jkeating@beinsaxelrod.com

NOTE

(For Electronic Signature)

MIN: 100995500061971838

September 05, 2012

[Date]

Silver Spring , MD

[City] , [State]

981 Powhatan St
Alexandria , VA 22314

[Property Address]

COPY

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$450,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NYCB Mortgage Company, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.625%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on November 01, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 01, 2042, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O Box 790376 , St. Louis , MO 631790376 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,052.23.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. ISSUANCE OF TRANSFERABLE RECORD; IDENTIFICATION OF NOTE HOLDER; CONVERSION FROM ELECTRONIC NOTE TO PAPER-BASED NOTE

(A) I expressly state that I have signed this electronically created Note (the "Electronic Note") using an Electronic Signature. By doing this, I am indicating that I agree to the terms of this Electronic Note. I also agree that this Electronic Note may be Authenticated, Stored and Transmitted by Electronic Means (as defined in Section 11(F)), and will be valid for all legal purposes, as set forth in the Uniform Electronic Transactions Act, as enacted in the jurisdiction where the Property is located ("UETA"), the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), or both, as applicable. In addition, I agree that this Electronic Note will be an effective, enforceable and valid Transferable Record (as defined in Section 11(F)) and may be created, authenticated, stored, transmitted and transferred in a manner consistent with and permitted by the Transferable Records sections of UETA or E-SIGN.

(B) Except as indicated in Sections 11 (D) and (E) below, the identity of the Note Holder and any person to whom this Electronic Note is later transferred will be recorded in a registry maintained by MERSCORP Holdings, Inc., a Delaware corporation or in another registry to which the records are later transferred (the "Note Holder Registry"). The authoritative copy of this Electronic Note will be the copy identified by the Note Holder after loan closing but prior to registration in the Note Holder Registry. If this Electronic Note has been registered in the Note Holder Registry, then the authoritative copy will be the copy identified by the Note Holder of record in the Note Holder Registry or the Loan Servicer (as defined in the Security Instrument) acting at the direction of the Note Holder, as the authoritative copy. The current identity of the Note Holder and the location of the authoritative copy, as reflected in the Note Holder Registry, will be available from the Note Holder or Loan Servicer, as applicable. The only copy of this Electronic Note that is the authoritative copy is the copy that is within the control of the person identified as the Note Holder in the Note Holder Registry (or that person's designee). No other copy of this Electronic Note may be the authoritative copy.

(C) If Section 11 (B) fails to identify a Note Holder Registry, the Note Holder (which includes any person to whom this Electronic Note is later transferred) will be established by, and identified in accordance with, the systems and processes of the electronic storage system on which this Electronic Note is stored.

(D) I expressly agree that the Note Holder and any person to whom this Electronic Note is later transferred shall have the right to convert this Electronic Note at any time into a paper-based Note (the "Paper-Based Note"). In the event this Electronic Note is converted into a Paper-Based Note, I further expressly agree that: (i) the Paper-Based Note will be an effective, enforceable and valid negotiable instrument governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction where the Property is located; (ii) my signing of this Electronic Note will be deemed issuance and delivery of the Paper-Based Note; (iii) I intend that the printing of the representation of my Electronic Signature upon the Paper-Based Note from the system in which the Electronic Note is stored will be my original signature on the Paper-Based Note and will serve to indicate my present intention to authenticate the Paper-Based Note; (iv) the Paper-Based Note will be a valid original writing for all legal purposes; and (v) upon conversion to a Paper-Based Note, my obligations in the Electronic Note shall automatically transfer to and be contained in the Paper-Based Note, and I intend to be bound by such obligations.

(E) Any conversion of this Electronic Note to a Paper-Based Note will be made using processes and methods that ensure that: (i) the information and signatures on the face of the Paper-Based Note are a complete and accurate reproduction of those reflected on the face of this Electronic Note (whether originally handwritten or manifested in other symbolic form); (ii) the Note Holder of this Electronic Note at the time of such conversion has maintained control and possession of the Paper-Based Note; (iii) this Electronic Note can no longer be transferred to a new Note Holder; and (iv) the Note Holder Registry (as defined above), or any system or process identified in Section 11 (C) above, shows that this Electronic Note has been converted to a Paper-Based Note, and delivered to the then-current Note Holder.

(F) The following terms and phrases are defined as follows: (i) "Authenticated, Stored and Transmitted by Electronic Means" means that this Electronic Note will be identified as the Note that I signed, saved, and sent using electrical, digital, wireless, or similar technology; (ii) "Electronic Record" means a record created, generated, sent, communicated, received, or stored by electronic means; (iii) "Electronic Signature" means an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign a record; (iv) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form; and (v) "Transferable Record" means an electronic record that: (a) would be a note under Article 3 of the Uniform Commercial Code if the electronic record were in writing and (b) I, as the issuer, have agreed is a Transferable Record.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Electronically signed by Rodney W Harrell on 9/5/2012 1:32:01 PM ET

[Sign Original Only]

Virginia Fixed Rate eNote -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3247e 5/05

Freedom Mortgage Corporation
P.O. Box 50428
Indianapolis, IN 46250-0401
(certified mail, return receipt)

February 16, 2018

Re: Failure to pay property tax in 2017 associated with the account of Rodney W. Harrell -
Loan # 0058271479

To whom it concerns:

The purpose of this letter is to serve as a qualified written request for information pursuant to 12 C.F.R. § 1024.36.

Background

On January 28, 2018, I became aware that Freedom Mortgage Corporation (“FMC”) had failed to pay the 2nd installment of the Alexandria City property tax for my property located at 981 Powhatan Street, Alexandria VA 22314, out of my escrow account. I understand that FMC acquired the mortgage from New York Community Bank (“NYCB”) and became servicer of the loan—secured by the 981 Powhatan Street property—on November 1, 2017. The 2nd installment of the property tax came due on November 15, 2017. FMC made payment on February 13, 2018. I am concerned about the escrow account and terms regarding the account going forward.

Information Requested

Pursuant to 12 C.F.R. § 1024.36, this is a qualified written request seeking the following:

- (1) a copy of the written terms of our escrow agreement—specifically, terms explaining the obligations that FMC acquired from NYCB regarding the management of the required escrow account (the original agreement was between NYCB and Rodney W. Harrell);
- (2) any documentation FMC possesses or is aware of, if it exists, indicating that I agreed to a class action waiver and/or binding arbitration of any disputes; and
- (3) information regarding procedures and fees, if any, needed to end the escrow account if such an action is allowed. NOTE: **This is NOT a request to end the escrow agreement** – this is merely a request for information.

Best regards,

Rodney W. Harrell
981 Powhatan St.
Alexandria, VA 22314

NYCB Mortgage Company, LLC
P.O. Box 91234
Cleveland, OH 44101
(certified mail, return receipt)

February 16, 2018

Re: Failure to pay property tax associated with the account of Rodney W. Harrell - **Loan # 0006197183**

To whom it concerns:

The purpose of this letter is to serve as a qualified written request for information pursuant to 12 C.F.R. § 1024.36.

Background

I understand that NYCB transferred my mortgage loan and the obligation to service that loan to Freedom Mortgage Corporation (“FMC”) on or about October 31, 2017. On January 28, 2018, I became aware that FMC had failed to pay the 2nd installment of the Alexandria City property tax due from my escrow account. The 2nd installment of the property tax came due on November 15, 2017. FMC eventually made payment on February 13, 2018. I am concerned about the escrow account and terms regarding the account going forward.

Information Requested

Pursuant to 12 C.F.R. § 1024.36, this is a qualified written request seeking the following:

- (1) a copy of the original terms of the escrow agreement between NYCB and Rodney W. Harrell—including all relevant documents I may have signed (electronically or otherwise) at the closing on September 5, 2012;
- (2) any documentation NYCB possesses or is aware of, if it exists, indicating that I agreed to a class action waiver and/or binding arbitration of any disputes; and
- (3) information regarding procedures and fees, if any, that would have been needed to end the escrow account if it were allowed and if it were still held by NYCB.

Best regards,

Rodney W. Harrell
981 Powhatan St.
Alexandria, VA 22314

IN THE NEWS

WHO WE ARE

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ATC
US)

MISSION & VALUES

(/MTG/LOAN/FHMC/SITE2/HOMEPAGE/27/ABOUT/US/MISSION)

BUSINESS SOLUTIONS

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-
US/BUSINESS-SOLUTIONS) Freedom

CAREERS

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-US/CAREERS)

COLLEGE GRADS / STUDENTS

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-
US/CAREERS/STUDENTS)

EXPERIENCED

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT/US/CAREERS/EXPERIENCED) correspondent

BENEFITS

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT
US/CAREERS/BENEFITS) CORPORATE C

PRESS RELEASES

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-
US/PRESS-RELEASES)

REVIEWS

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT/US/REVIEWS)

CONTACT US

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-US/CONTACT-FREEDOM-MORTGAGE)

SITEMAP

(/MTG/LOAN/FHMC/SITE2/HOMEPAGEV2/ABOUT-US/SITEMAP)

Freedom Mortgage Is Nation's Top VA Mortgage Lender in First Quarter 2017

**Severely originated 6.2% of all VA loans;
VA volume nationwide dropped 28% since fourth quarter 2016**

Mount Laurel, NJ – June 14, 2017 – Freedom Mortgage, the market leader in government-insured lending, maintained its position as the top VA mortgage lender in the first quarter of 2017. Freedom Mortgage originated \$2.7 billion of VA mortgage loans in the first quarter, representing a market share of 6.2%, according to Inside FHA/VA Lending. Refinancing accounted for more than 75% of Freedom Mortgage's VA originations in the quarter.

Market conditions negatively impacted VA volume for lenders nationwide. Lenders closed an aggregate \$42.9 billion of VA loans in the first quarter, down 28.1 percent from the fourth quarter of 2016. Eight of the top VA lenders saw large declines in their VA lending, with refinances accounting for just 27.7 percent of total VA production in the first quarter.

"We were able to react quickly to rising interest rates and maintain our position in the industry. Freedom Mortgage is honored to be one of the nation's top VA lenders," said Stanley Middleman, president and CEO of Freedom Mortgage. "We continue to offer our nation's veterans favorable terms, low down payments and great service, whether they want to buy a new home, refinance or explore a cash out with an existing mortgage."

About Freedom Mortgage

ACEV2/ABOUT Mortgage is a national, full-service mortgage banker that provides origination and servicing through retail, wholesale, correspondent and commercial divisions. One of the nation's largest mortgage lenders, the company is licensed in all 50 states, Washington, D.C., and Puerto Rico. Freedom Mortgage is renowned for using the most advanced technologies and providing world-class service to its clients, borrowers and partners. The company was founded in 1990 and is headquartered in Mount Laurel, New Jersey.

ACEV2/ABOUT For more information, please visit www.FreedomMortgage.com

CORPORATE CONTACT:

Audrey Shapiro

Freedom Mortgage Corporation
2/ABOUT-
(856) 380-9073

Audrey.Shapiro@FreedomMortgage.com (mailto:Audrey.Shapiro@FreedomMortgage.com)

PRESS CONTACT:

2/ABOUT

Strategic Vantage Marketing & Public Relations

(240) 498-0863

MikeMurray@StrategicVantage.com (mailto:MikeMurray@StrategicVantage.com)

LOAN OPTIONS	LEARN MORE	ABOUT US	TOOLS & RESOURCES	FREEDOM MORTGAGE CORPORATION
VA Loans (/va-loans)	Find A Loan Officer	Contact Freedom Mortgage	Affordability Calculator	
Cash Out	(/mtg/loan/fhmc/site2/app)	(/mtg/loan/fhmc/site2/HomepageV2/	(/mtg/loan/fhmc/site2/HomepageV2/	205 Pleasant Valley Avenue
(/mtg/loan/fhmc/site2/HomepageV2/	Purchase Center	us/contact-freedom-mortgage)	affordability)	Suite 3, Mt Laurel, NJ 08054
out-refinance)	(/mtg/loan/fhmc/site2/HomepageV2/	Business Partners	Refinance Calculator	United States
Refinance	Refinance Center	(/mtg/loan/fhmc/site2/HomepageV2/	(/mtg/loan/fhmc/site2/HomepageV2/	License #MLS ID: 2767

(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/us/business-solutions)	refinance)	(http://www.nmlsconsumeracc
refinance)	Cash Out Center	NMLS Consumer Access
Purchase	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/calculatorconsumeraccess.orc	
(/mtg/loan/fhmc/site2/HomepageV2/homefinance)	Freedom Mortgage Reviews	(http://www.nmlsconsumeracc
buying)	First-Time Homebuyer	Application Checklist
USDA Streamline	(/mtg/loan/fhmc/site2/HomepageV2/lifeviews)	Experiencing financial difficulti
(/mtg/loan/fhmc/site2/HomepageV2/first-time-refinance)	Freedom Mortgage Careers	appropriate help you
types/usda-streamline-refinance)	Refinance Process	checklist)
HARP	(/mtg/loan/fhmc/site2/HomepageV2/moving)	(/mtg/loan/fhmc/site2/HomepageV2/moving-
(/mtg/loan/fhmc/site2/HomepageV2/press)/refinance-	Press Releases	checklist)
types/refinance-types-harp)	Sitemap	Frequently Asked Questions
	(/mtg/loan/fhmc/site2/HomepageV2/about-us/press-releases)	(http://www.fomva.com/faq/mortgage/)
	us/sitemap)	



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IN THE NEWS

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CORPORATE CONTACT:

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(856) 380-9073
Audrey.Shapiro@FreedomMortgage.com (<mailto:Audrey.Shapiro@FreedomMortgage.com>)

PRESS CONTACT:

Mike Murray
Strategic Vantage Marketing & Public Relations
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MikeMurray@StrategicVantage.com (<mailto:MikeMurray@StrategicVantage.com>)

LOAN OPTIONS

VA Loans (/va-loans)
Cash Out
(/mtg/loan/fhmc/site2/HomepageV2/About-us/Refinance)
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Refinance

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Purchase Center
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Refinance Center

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Business Partners
(/mtg/loan/fhmc/site2/HomepageV2/About-us/Business)

TOOLS & RESOURCES

Affordability Calculator
(/mtg/loan/fhmc/site2/HomepageV2/About-us/Affordability)
affordability)
Refinance Calculator
(/mtg/loan/fhmc/site2/HomepageV2/About-us/Refinance)

FREEDOM MORTGAGE CORPORATION

207 Pleasant Valley Avenue
Suite 3, Mt Laurel, NJ 08054
United States
Lender ID: 2767

(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/us/business-solutions)	refinance)	(http://www.nmlsconsumeracc
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Purchase	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/calculatorconsumeraccess.orc	
(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/calculatorconsumeraccess.orc	Freedom Mortgage Reviews	15-v-30)
buying)	First-Time Homebuyer	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/application-checklist
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types/usda-streamline-refinance)	Refinance Process	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/moving-checklist
HARP	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/moving-checklist	difficulties).
(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/moving-checklist	Press Releases	checklist)
types/refinance-types-harp)	Sitemap	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/frequently-asked-questions
	(/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/frequently-asked-questions	(http://www.fomva.com/mtg/loan/fhmc/site2/HomepageV2/mtg/loan/fhmc/site2/HomepageV2/frequently-asked-questions
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JS 44 (Rev. 06/17)

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

Rodney W. Harrell
981 Powhatan St., Alexandria, VA 22314,

(b) County of Residence of First Listed Plaintiff **Alexandria City**
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Justin P. Keating, Beins, Axelrod, P.C.
103015th St., NW, Ste. 700 East, Washington, DC 20005

DEFENDANTS

FREEDOM MORTGAGE CORPORATION,
A New Jersey Corporation,
907 Pleasant Valley Ave.

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

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

12 USC Section 2605- Real Estate Settlement Protection Act

Brief description of cause:

Defendants' failure to comply with statutory requirements

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$
Unknown

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3/12/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Justin P. Keating

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Alexandria, VA Resident Claims Freedom Mortgage Corp. Failed to Make Mandatory Payments from Escrow Accounts](#)
