

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

LINDA REICHMAN, on behalf of
herself and all others similarly situated,
Plaintiff,
vs.

CASE NO.:

JURY TRIAL DEMANDED
CLASS RELIEF REQUESTED

OCWEN LOAN SERVICING, LLC,
EXPERIAN INFORMATION SOLUTIONS, INC.,
and TRANS UNION, LLC,
Defendants.

COMPLAINT

COMES NOW, the Plaintiff, Linda Reichman (“Ms. Reichman” or Plaintiff) on behalf of herself and all others similarly situated, by and through her undersigned counsel, and bring this action against the Defendants, Ocwen Loan Servicing, LLC (“Ocwen”), Experian Information Solutions, Inc. (“Experian”), and Trans Union, LLC (“Trans Union”), and in support alleges as follows:

INTRODUCTION

1. This is an action brought by a consumer for Defendants’ violation of the Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq.* (“RESPA”), their implementing regulations, and the Fair Credit Reporting Act, 15 U.S.C. ch. 41 § 1681 *et seq.* (“FCRA”). This is also a class action brought under the Florida Consumer Collections Practices Act, Fla. Stat. §559.55 *et seq.* (“FCCPA”)

2. Plaintiff is seeking the remedies she is entitled under the above-listed statutes for an ongoing course of action by Defendants of improper billing, inaccurate credit reporting, and false threats of foreclosure for the home she has lived in almost 18 years.

JURISDICTION

3. Jurisdiction of this Court arises under 28 U.S.C. § 1331 because the Complaint alleges federal claims and requires the resolution of substantial question of federal law.

4. Moreover, this case is a civil action arising under the law of the United States over which this Court has original jurisdiction under 28 U.S.C. § 1331.

5. In addition, the state law claim under FCCPA arises as part of the same case or controversy of the federal claims and therefore may be included under federal supplemental jurisdiction, 28 U.S.C. §1367.

6. Venue in this District is proper because the property (the “subject property”) is located in Broward County, Florida, and this is the District where a “substantial part of the events or omissions giving rise to the claim occurred.” 28 U.S.C. § 1391(b)(2). Venue is also proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here pursuant to the FCRA, 15 U.S.C. § 1681p.

PARTIES

7. At all times material hereto, Plaintiff was a natural person and resident of Palm Beach County, who owned and continued to own the subject property, which is located in Palm Beach County, 16*** Sims Road Apartment 2**A, Delray Beach, FL 33484-6307.

8. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a (c) of the FCRA and is a “consumer” as defined by Fla. Stat. § 559.55(8) of the FCCPA.

9. At all times material hereto, the Defendant Ocwen was and is a national loan servicing company, duly licensed to transact business in the State of Florida, with a principal address of 1661 Worthington Road, Ste 100, West Palm Beach, FL 33409, and lists its registered agent as Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525.

10. At all times material hereto the Defendant Ocwen is and was a loan servicer as the term is defined in 12 U.S.C. § 2605(i)(2) and 12 C.F.R. § 1024.2(b), that services the loan obligation secured by a mortgage upon the subject property.

11. Defendant Ocwen is an entity who furnishes information to consumer reporting agencies as provided in the FCRA, 15 U.S.C. § 1681s-2 and is a “debt collector” as defined by the FCCPA, Fla. Stat. §559.55(7).

12. At all material times herein, Defendant Ocwen was a “person” subject to Florida Statutes, Section 559.72. See Florida Statutes, Sections 559.55(5),(7); *Schauer v. General Motors Acceptance Corp.*, 819 So. 2d 809 (Fla. 4th DCA 2002).

At all times relevant hereto, Defendant Ocwen was acting as a debt collector with respect to the collection of Plaintiff’s alleged debt. See *Zerquera v. Centennial Homeowners’ Association, Inc.*, 752 So.2d 694 (Fla. 3rd DCA 2000).

13. In or around 2011, the Defendant Ocwen was hired to service the subject loan.

14. The subject loan is a “federally related mortgage loan” as defined in 12 U.S.C § 2602(1) and 12 C.F.R. § 1024.2(b) and referred to by Ocwen as loan number *****3722.

15. Defendant EXPERIAN is an Ohio limited liability company with its principal place of business located at 475 Anton Boulevard, Costa Mesa, California 92626 and is subject to the jurisdiction of this Court.

16. At all times material Defendant EXPERIAN is a consumer reporting agency as defined in 15 U.S.C. § 1681a(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers of the purpose of furnishing consumer reports. EXPERIAN disburses such consumer reports to third parties under contract for monetary compensation.

17. Defendant TRANSUNION is a Delaware corporation with its principal place of business located at 555 West Adams Street, Chicago, IL 60661 and is subject to the jurisdiction of this Court.

18. At all times material Defendant TRANSUNION is a consumer reporting agency as defined in 15 U.S.C. § 1681a(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers of the purpose of furnishing consumer reports. TRANSUNION disburses such consumer reports to third parties under contract for monetary compensation.

BACKGROUND AND GENERAL ALLEGATIONS

19. Plaintiff has lived at the subject property for over eighteen years.

20. From the inception of her mortgage on the subject property, the condominium association has paid the annual insurance needed for the property. *See Condominium Rider, attached as Exhibit A.*

21. Prior to 2017, Plaintiff had made her monthly mortgage payments without issue.

22. However, beginning in May 2017, Defendant Ocwen began refusing and returning payments for failure to have proper insurance on the property. *See returned payment(s), attached as Exhibit B.* These returned payments continued until February 2018.

23. In addition, Defendant Ocwen began force-placing its own insurance on Plaintiff's property, while charging her for the insurance.

24. Plaintiff attempted to contact Defendant Ocwen multiple times, explaining that she did indeed have insurance and wanted to pay her mortgage, but she could not receive a specific answer as to why the current insurance from the condominium association was insufficient nor why she was unable to pay her mortgage from Ocwen's agents.

25. Eventually, she turned to a her attorney, Richard Freedman, Esq. in Boca Raton, FL who also received no answer from Defendant, despite multiple communications.

26. On or about February 2018, Plaintiff retained her current counsel after a referral from Richard Freedman.

27. On or about January 18, 2018, Plaintiff was mailed by Defendant a notice of delinquency because of non-payment of her mortgage. *See Exhibit C, Notice of Delinquency.*

RESPA FACTUAL ALLEGATIONS

A. Force-Placed Insurance by Ocwen

28. As mentioned above, Plaintiff had been provided proper homeowner's insurance by her condominium association pursuant to her mortgage. For approximately sixteen (16) years, the insurance had been paid on the subject property by the condominium association without issue.

29. Beginning May 2017, Ocwen quit accepting Plaintiff's mortgage payments. When contacted by Plaintiff and Plaintiff's counsel, Richard Freedman, Esquire, agents for Ocwen stated that it was because Plaintiff had failed to procure insurance on her property.

30. Further, agents for Ocwen stated that they would have to force-place insurance on the property due to Plaintiff's failure.

31. Plaintiff and her counsel explained multiple times to Ocwen's agents that her condominium association had always paid the insurance and that force-placed insurance was not needed.

32. Ocwen provided no further response to this, apart from repeating itself. Mr. Freedman reports that these communications were "like talking to a brick wall."

33. In September 2017, Ocwen force-placed insurance on Ms. Reichman's home without her consent or her request.

34. Ocwen then would alternately refuse or accept the payments from September 2017 until July 2018 without any explanation.

35. Obviously confused and concerned that she would go into foreclosure from a litany of servicing errors, Plaintiff sent a Request for Information pursuant to the Real Estate Settlement Procedures Act (“RESPA”).

B. The First Request for Information (“RFI”)

36. After attempting multiple times to contact Defendant, the Plaintiff wished to have her questions answered as to why Ocwen refused to accept her payments for eight months of her mortgage.

37. On or about February 14, 2018, in an effort to utilize the protections afforded to consumers by Congress, Plaintiff mailed to Defendant a written request pursuant to TILA, Regulation X, and Regulation Z (“Plaintiff’s First RFI”). A true and correct copy of this Plaintiff’s First RFI is attached as *Exhibit D*.

38. The Defendant received Plaintiff’s First RFI on or about February 20, 2018.

39. Plaintiff’s RFI asked the Defendant to provide:

“(1) A complete payment history which lists the dates and amounts of all the payments I have made on the loan to date, and shows how each payment was applied or credited (whether to principal, interest, escrow, suspense, or some other treatment);

(2) A complete insurance proof history regarding my address for my mortgage, including any communications you have had with the Coach Houses of Addison Trace Owners Association, showing how insurance was demonstrated and when this insurance allegedly was dropped, including the definition of the term “Walls” that was mentioned in your letter to me;

(3) The total amount, specifically listed and identified, for any unpaid interest, escrow charges, and other charges due and owing as of February 2018;

(4) The total amount that I have paid and/or sent a check to you on the mortgage account as of the date of the notice of default;

(5) The amount, payment date, purpose, and recipient of all foreclosure expenses, late charges, NSF check charges, appraisal fees, property inspection/preservation fees, force placed insurance charges, legal fees, bankruptcy/proof of claims fees, recoverable

corporate advances, and other expenses or costs that have been charged and/or assessed to my mortgage account from January 2015 until February 2018;

(6) An explanation as to why Lender insurance was removed from my account in December 2017 if I did not otherwise have proper insurance;

(7) The balance in the escrow account as of February 13, 2018;

(8) The current interest rate on my mortgage account;

(9) A breakdown of the amount of claimed arrears or delinquencies on my account, including an itemization of all fees and charges you claim are currently due;

(10) An explanation of why my house is going into foreclosure if I keep making my payments every month;

(11) The payment dates, purpose of payment, and recipient of any and all foreclosure fees and costs that have been charged to my account;

(12) The payment dates, purpose of payment, and recipient of all escrow items charged to my account since May 2017;

(13) A breakdown of the current escrow charge showing how it is calculated and the reasons for any increase within the last 24 months;

(14) A copy of any annual escrow statements, and notices of a shortage, deficiency, or surplus, sent to us within the last three (3) years;

(15) The current balance in any suspense account as of January 2018 and the reason why such funds were deposited in the account; and

(16) Any information you have about the insurance that has been on my home for the last 17 years.”

See Exhibit D.

C. Requirements and Responses After Ocwen Received Plaintiff’s First RFI

40. The Defendant was obligated to acknowledge receipt of Plaintiff’s First RFI in writing within five (5) business days pursuant to 12 C.F.R. § 1024.36(c). Thus, a written response acknowledgement was due no later than February 25, 2018.

41. Pursuant to 12 C.F.R. § 1026.36(c)(3), the Defendant was obligated to provide an accurate payoff statement within seven (7) business days of February 20, 2018, the date Ocwen received Plaintiff’s First RFI.

42. The Defendant was further required to provide a written response to Plaintiff’s addition information requests within thirty (30) business days, with the requested information included or

a written statement that the “requested information is not available to the servicer” and the “basis for the servicer’s determination.” See 12 C.F.R. § 1024.36(d).

43. Therefore, pursuant to RESPA under 12 C.F.R. § 1024.36(d), Ocwen was required to provide its’ written response to the Plaintiff’s RFI requests for insurance information, payment information, *et cetera*, no later than April 3, 2018.

44. Ocwen responded with documents to the First RFI letter on March 30, 2018. However, the Defendant did not provide information regarding the insurance on Linda Reichman’s account.

D. Second RFI to Ocwen

45. Following this lack of responsive documentation, Plaintiff sent a second Request for Information on or around April 12, 2018. *See Exhibit E.*

46. On May 10, 2018, Ocwen responded to Plaintiff’s RFI with a letter stating that the mortgagor-placed insurance for the 2015-2016 period was deficient and therefore, insurance was force placed onto Plaintiff’s home. This information was confusing as Ocwen had been the mortgage servicer since 2011 and was well aware of the Condominium Association’s place in providing insurance. *See Exhibit F, Ocwen’s May 10, 2018 Response.*

47. However, in this letter, Ocwen did not respond with insurance documentation a *second time*, nor did it explain why it had alternately accepted and denied

E. Correspondences Received for First Notice of Error

48. On May 21, 2018, Linda Reichman sent her first Notice of Error under 12 CFR 1024.35, which stated:

Ocwen Loan Servicing, LLC force-placed insurance for my home, charging me the fee for it, even though you had full notice of the insurance placed by my homeowner's association for over 17 years. This is a violation of 12 C.F.R. 1024.37(b), because "[a mortgage] servicer may not assess on a borrower a premium charge or fee related to force-placed insurance unless the servicer has a reasonable basis to believe that the borrower has failed to comply with the mortgage loan contract's requirement to maintain hazard insurance." Ocwen had no reasonable basis at all to set insurance on my house, charge me for it, and then refuse my payments. Pursuant to 12 C.F.R. § 1024.35(b)(5), this is an error because it is the "[i]mposition of a fee or charge that the servicer lacks a reasonable basis to impose upon the borrower."

49. On June 15, 2018, after accepting Ms. Reichman's payments for months, Ocwen returned her mortgage payment for June 2018.

50. Ocwen did not respond to this May 21, 2018 First Notice of Error nor did it provide a further explanation for the force-placed insurance or failure to accept Ms. Reichman's payments.

51. Ocwen continues to violate RESPA both by failing to properly respond to requests for information and notices of error and further, by improperly accepting payments and force placing insurance that was neither requested nor required by Plaintiff or Plaintiff's mortgage.

FCRA FACTUAL ALLEGATIONS

52. During this same period, Plaintiff found that Defendant Ocwen had been reporting her payments from October 2016 through August 2017 as delinquent to the credit reporting agencies, Defendants Experian and Trans Union.

53. Plaintiff had made every payment from October 2016 through August 2017 and could not understand why these payments were marked delinquent.

54. On May 17, 2018, Plaintiff sent a dispute letter to Defendants Experian and Trans Union.

See Exhibit G, First Dispute Letter.

54. Neither Defendant Experian nor Trans Union responded to this dispute letter.

55. After receiving the First Dispute Letter, Defendants Experian and Trans Union did not change Plaintiff's information.

56. After receiving Plaintiff's first dispute letter, upon information and belief, Defendants Trans Union and Experian did not notify Defendant Ocwen of Plaintiff's dispute of the delinquent account.

57. Upon information and belief, Defendants Trans Union and Experian failed to conduct a reasonable investigation of the delinquent account.

58. As of the date of this Complaint, Defendants Trans Union and Experian have continued to improperly report the Ocwen account as delinquent.

59. When Plaintiff disputed the account, Defendant Trans Union was required to perform an reinvestigation; however, the Defendant did not properly reinvestigate the dispute and continued to report the erroneous credit information with actual knowledge of errors, in violation of the FCRA.

60. When Plaintiff disputed the account, Defendant Experian was required to perform an reinvestigation; however, the Defendant did not properly reinvestigate the dispute and continued to report the erroneous credit information with actual knowledge of errors, in violation of the FCRA.

61. As a result of Defendants' credit reporting of the fraudulent accounts on Plaintiff's credit reports, Plaintiff's credit score was reduced. In fact, due to the ongoing improper delinquencies, Plaintiff's credit score has been reduced by at least fifty (50) points as of August 2018.

FCCPA FACTUAL ALLEGATIONS

62. In addition to the copious errors above, on July 24, 2018, Defendant Ocwen sent Plaintiff a letter that stated “**FORECLOSURE HAS BEEN INITIATED**” and that “**a foreclosure action has been initiated on the property listed above.**” The letter then goes on to explain some “Foreclosure Alternatives” that she could take including modification, listing the property for sale, and deeding the property over to Ocwen. *See Exhibit H, Foreclosure Letter.*

63. Ms. Reichman was understandably concerned after receiving this letter, thinking that she would lose her home after Ocwen’s continuous failures and that a foreclosure had been filed against her in Palm Beach County.

64. However, upon review of this West Palm Beach County court records, Plaintiff found that *no foreclosure suit* had been initiated against her.

65. As of the filing of this suit, Defendant Ocwen still hasn’t filed a foreclosure action against Plaintiff Linda Reichman.

66. Defendant Ocwen falsely represented that a foreclosure lawsuit had been filed against the Plaintiff in order to intimidate and scare Plaintiff into paying the debt.

67. This foreclosure letter is a clear violation of the Florida Consumer Collections Practices Act.

FCCPA CLASS ALLEGATIONS

68. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff brings this action on behalf of herself and all others similarly situated.

69. The Class is defined as:

All persons located in Florida who (1) received a letter from Defendant Ocwen in connection with an attempt to collect any consumer debt, (2) where the letter was substantially similar or materially identical to the letter delivered to Plaintiff and (3) where Defendant Ocwen had not filed a foreclosure suit prior to the date of the letter.

70. The Class Period for Count III (FCCPA) begins two years prior to the filing of the original Complaint in this matter and ends when this Court issues an Order approving Class Notice.

71. Plaintiff is unable to state the exact number of members of the Plaintiff's Class because that information is solely in the possession of Defendant Ocwen. However, the exact number of class members, including the names and addresses of all class members, will be easily ascertained through a review of Defendant Ocwen's business records. Upon information and belief, the putative Class exceeds several hundred consumers since Defendant uses the same form letter (*Exhibit H*) in connection with its collection efforts in hundreds, if not thousands, of these debts each year. Therefore, the putative Class is so numerous that joinder of all members would be impracticable.

72. Questions of law and fact common to the Plaintiff Class exist and predominated over questions affecting only individual members, including "whether Defendant violated FCCPA by sending a letter claiming a foreclosure had been initiated when in fact it had not been filed."

73. The claims asserted by the named Plaintiff in this action are typical of the claims of the members of the Plaintiff Class because, upon information and belief, Defendant uses standardized letters when attempting to collect debts. The claims of the Plaintiff and of the

Plaintiff Class originate from the same conduct, practice and procedure, on the part of the Defendant. There are no individual facts which would distinguish Plaintiff's FCCPA claim from other Class members that received debt collection letters similar to Exhibit H from Defendant Ocwen.

74. The named Plaintiff will fairly and adequately represent and protect the interest of the members of the Plaintiff Class because she has no interest antagonistic to the Class she seeks to represent, and because the adjudication of her claims will necessarily decide the identical issues for other class members. Whether Defendant Ocwen's debt collection letter sent to Plaintiff violates the FCCPA is an issue that will be decided for all other consumers with similar or identical letters. There is nothing peculiar about the Plaintiff's situation that would make her inadequate as class representative. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation.

75. A class action is superior to other methods for the fair and efficient adjudication of this controversy because the damages suffered by each individual Class member will be relatively modest, compared to the expense and burden of individual litigation. It would be impracticable for each Class member to seek redress individually for the wrongful conduct alleged herein because the cost of such individual litigation would be cost prohibitive as individual statutory damages are capped at \$1000.00. It would be difficult, if not impossible, to obtain counsel to represent Plaintiff on an individual basis for such small claims. More importantly, the vast majority of Class members are not aware that the debt collection letters used by Defendant violate the FCCPA.

COUNT I
CLAIMS AGAINST DEFENDANT OCWEN
FOR VIOLATIONS OF RESPA

76. Plaintiff incorporates Paragraph 1 to 75 above as if fully stated herein.

77. Defendant OCWEN LOAN SERVICING, LLC has violated multiple subsections of RESPA, including sections involving the response to requests for information, force-placed insurance, and accepting mortgage payments.

78. Section 6, Subsection (e) of RESPA states in relevant part:

(2)Action with respect to inquiry Not later than 30 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request under paragraph (1) and, if applicable, before taking any action with respect to the inquiry of the borrower, the servicer shall—

(A) make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction (which shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower);

(B) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—

(i) to the extent applicable, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer; and

...

(C) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—

(i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and

(ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

12 U.S.C. sec. 2605(e).

79. After Plaintiff Reichman's multiple communications to Defendant Ocwen, including her Notice of Error and Requests for Information, the Defendant failed to respond completely to her requests within the 30 days allotted under the statute, in violation of Section 6 of RESPA.

80. Section 6, Subsection (e) also states:

(3)Protection of credit rating

During the 60-day period beginning on the date of the servicer's receipt from any borrower of a qualified written request relating to a dispute regarding the borrower's payments, a servicer may not provide information regarding any overdue payment, owed by such borrower and relating to such period or qualified written request, to any consumer reporting agency (as such term is defined under section 1681a of title 15).

12 U.S.C. sec. 2605(e).

81. Defendant Ocwen, despite having full, ongoing Notice of an Error relating to a dispute of Plaintiff's payments - that they were refusing them - continued to report to her credit delinquencies on her account, thereby violating 12 U.S.C. sec 2605(e)(3).

82. Section 6, Subsection (k) states in pertinent part:

(1) In General A servicer of a federally related mortgage shall not -

(A) obtain force-placed hazard insurance unless there is a reasonable basis to believe the borrower has failed to comply with the loan contract's requirements to maintain property insurance.

...

(C) fail to take timely action to respond to a borrower's requests to correct errors relating to the allocation of payments, final balances for purposes of paying off the loan, or avoiding foreclosures, or other standard servicer's duties.

12 U.S.C. sec. 2605(k).

83. Defendant Ocwen violated the above subsection because it never provided nor had a reasonable basis to force-place hazard insurance, despite multiple requests from Plaintiff Reichman and her counsel. Further, Defendant Ocwen has allowed Plaintiff Reichman's

payments to be inexplicably returned for months, allowing her mortgage to go into delinquency and be threatened - by Ocwen - with foreclosure.

84. The Plaintiff has been injured in fact, and has suffered actual damages by virtue of Defendant Ocwen's repeated, ongoing violations of the legal rights and protections which Congress afforded under RESPA.

85. The threshold of the Defendant's violations stems from the repeated violations of the above-listed subsections. Therefore, the Plaintiff's injuries result in part from the Defendant's invasion of a legally protected interest that is concrete, particularized, and actual.

86. The Plaintiff is entitled to actual damages as a result of Defendant Ocwen's failure to comply with Regulation X and RESPA, pursuant to 12 U.S.C. sec. 2605(f)(1)(A), including but not limited to: (1) cost of force-placed insurance and improper late fees levied by Ocwen; (2) photocopying costs and postage costs incurred in mailing the Notices of Error; and (3) reasonable attorney's fees and costs related to this action. *See Martinez v. Shellpoint Mtg. Servicing*, No. 16-60026-CIV, 2016 WL 6600437 (S.D. Fla. Nov. 8, 2016); *Porciello v. Bank of America, N.A.*, 2015 WL 8999942 (M.D. Fla. 2015)(same).

87. The Plaintiff has also suffered actual damages in the form of emotional distress, anxiety, the constant fear of losing her property, worry, embarrassment, bewilderment, and anguish as a result of the ongoing failures of Defendant Ocwen to address Plaintiff's concerns regarding the force-placed insurance and loan payments, **all while seeking to foreclose on Plaintiff's home.** *See Bryan v. Fed. Nat'l Mortg. Ass'n*, 2014 WL 2988097 (M.D. Fla. 2014)(finding that plaintiffs sufficiently alleged damages in the form of emotional distress, anxiety, and embarrassment).

88. Plaintiff is entitled to statutory damages in an amount not greater than \$2000 pursuant to 12 U.S.C. sec 2605(f)(1)(B), as a result of Defendant Ocwen's pattern or practice of noncompliance with Regulation X and RESPA.

89. Plaintiff is entitled to the costs of this action, together with a reasonable attorney's fee as determined by the court, pursuant to 12 U.S.C. sec. 2605(f)(3).

WHEREFORE, Plaintiff, LINDA REICHMAN, respectfully asks this Court to enter an order granting judgment for the following:

- a) That the Defendant Ocwen be required to provide the totality of the information requested in Plaintiff's RFI with detail and specificity;
- b) For actual damages, statutory damages, costs, and reasonable attorney's fees, pursuant to 12 U.S.C. sec 2605(f); and
- c) Such other relief to which this Court may deem just and proper.

COUNT II
CLAIMS AGAINST DEFENDANT OCWEN
FOR VIOLATIONS OF THE FCRA
15 U.S.C. § 1681 et seq.

90. Plaintiff incorporates Paragraph 1-75 above as if fully stated herein.

91. Defendant OCWEN has willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA, 15 U.S.C. § 1681s-2(b).

92. Specifically, OCWEN violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation of disputed information, by failing to review all relevant information provided by the consumer reporting agency, by failing to review Plaintiff's prior dispute letters and its own entire file as part of such investigation, by failing to accurately communicate the results of its

investigation to the consumer reporting agencies, by verifying inaccurate or incomplete information to a consumer reporting agency as part of a reinvestigation of such information disputed by Plaintiff and/or by verifying and continuing to report inaccurate information after notice and confirmation of those errors.

93. Further, OCWEN violated 15 U.S.C. § 1681s-2(b) by failing to promptly modify, delete or permanently block information disputed by Plaintiff which it knew or reasonably should have known was inaccurate, obsolete and/or incomplete.

94. Following the reinvestigation and dispatch of direct notice to OCWEN, who failed to notify the consumer reporting agencies to whom it reported credit information that the debts were disputed, in violation of the FCRA, 15 U.S.C. §§ 1681s-2(b) the general duties implied to all conduct of furnishers under 15 U.S.C. § 1681s-2(a)(3).

95. OCWEN's reinvestigation was not conducted in good faith.

96. OCWEN's reinvestigation was not conducted reasonably.

97. OCWEN's reinvestigation was not conducted using all information reasonably available to OCWEN.

98. OCWEN's reinvestigation was *per se* deficient by reason of these failures in its reinvestigation of the trade line on Plaintiff's consumer report.

99. OCWEN's actions in violating the FCRA, 15 U.S.C. § 1681s-2(b) constituted willful and/or negligent noncompliance with the FCRA, and entitles Plaintiff to actual damages enumerated in 15 U.S.C. § 1681o and/or 15 U.S.C. § 1681n.

100. As a result of OCWEN's conduct, actions, and inactions, Plaintiff has suffered emotional distress, humiliation, mental anguish and damages to her creditworthiness.

101. OCWEN's conduct, action and inaction as willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 USC § 1681n. In the alternative, it was negligent entitling Plaintiff to recover actual damages under 15 USC § 1681o.

102. Plaintiff is entitled to recover costs and attorney fees from Defendant OCWEN in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and/or §1681o.

WHEREFORE, Plaintiff prays that the Court grant the following relief in favor of Plaintiff and against OCWEN:

- a) For actual damages;
 - b) For compensatory damages;
 - c) For statutory damages;
 - d) For punitive damages;
 - e) For attorney's fees and costs incurred in this action;
 - f) For an Order directing that Defendant immediately delete all of the inaccurate information from Plaintiff's credit reports and files and cease reporting the inaccurate information to any and all persons and entities to whom they report consumer credit information;
- and

- g) For such other and further relief as the Court may deem just and proper.

COUNT III
CLAIMS AGAINST DEFENDANT EXPERIAN
FOR VIOLATIONS OF THE FCRA
15 U.S.C. § 1681 et seq.

103. Plaintiff incorporates Paragraph 1 – 75 above as fully stated herein.

Defendant EXPERIAN willfully and/or negligently failed to put in place procedures to properly reinvestigate consumer claims of inaccuracy in credit reports.

104. Defendant EXPERIAN willfully and/or negligently refused to properly reinvestigate Plaintiff's consumer report.

105. Defendant EXPERIAN willfully and/or negligently violated 15 U.S.C. § 1681e (b).

106. Defendant EXPERIAN willfully and/or negligently violated 15 U.S.C. § 1681i(a)1.

107. Defendant EXPERIAN willfully and/or negligently violated 15 U.S.C. § 1681i (a)(4).

108. Defendant EXPERIAN negligently and/or willfully failed to properly consider and give due weight to all relevant information submitted by Plaintiff in the course of the reinvestigation, in violation of the FCRA, 15 U.S.C. § 1681 (a)(4).

109. Defendant EXPERIAN willfully and/or negligently violated 15 U.S.C. § 1681i (a)(5).

110. In response to the request for reinvestigation, Defendant EXPERIAN improperly verified the trade lines as correct, and refused to remove the inaccurate information, in violation of the requirements of the FCRA, 15 U.S.C. § 1681i (a)(5).

111. Defendant EXPERIAN has negligently and/or willfully failed to conduct a proper reinvestigation of the trade lines in violation of the FCRA, 15 U.S.C. §§ 1681i, 1681(n) and/or 1681(o).

112. Defendant EXPERIAN's actions in violating the FCRA constituted negligent and/or willful noncompliance with the FCRA and entitles Plaintiff to actual damages, statutory damages, and attorney's fees and costs as enumerated in 15 U.S.C. §§ 1681n and/or 1681o.

113. Defendant EXPERIAN's conduct was a direct and proximate cause, as well as a substantial factor, in causing serious injuries, damages and harm to Plaintiff as stated herein, and as a result, Defendant EXPERIAN is liable to compensate Plaintiff for the full amount of

statutory and actual damages, along with attorney's fees and costs, as well as such other relief as permitted by law.

114. Additionally, the court may award punitive damages under 15 U.S.C. § 1681n. Plaintiff will seek to amend the Complaint to seek same if discovery shows punitive damages may be proper.

WHEREFORE, Plaintiff prays that the Court grant the following relief in favor of Plaintiff and against Defendant EXPERIAN:

- a) For actual damages;
- b) For compensatory damages;
- c) For statutory damages;
- d) For attorney's fees and costs incurred in this action;
- e) For an Order directing that Defendant immediately delete all of the inaccurate information from Plaintiff's credit reports and files and cease reporting the inaccurate information to any and all persons and entities to whom they report consumer credit information; and;
- f) For such other and further relief as the Court may deem just and proper.

COUNT IV
CLAIMS AGAINST DEFENDANT TRANSUNION
FOR VIOLATIONS OF THE FCRA
15 U.S.C. § 1681 et seq.

115. Plaintiff incorporates Paragraph 1-75 above as fully stated herein.

116. Defendant TRANSUNION willfully and/or negligently failed to put in place procedures to properly reinvestigate consumer claims of inaccuracy in credit reports.

117. Defendant TRANSUNION willfully and/or negligently refused to properly reinvestigate Plaintiff's consumer report.

118. Defendant TRANSUNION willfully and/or negligently violated 15 U.S.C. § 1681e (b).

119. Defendant TRANSUNION willfully and/or negligently violated 15 U.S.C. § 1681i(a)1.

120. Defendant TRANSUNION willfully and/or negligently violated 15 U.S.C. § 1681i (a)(4).

121. Defendant TRANSUNION negligently and/or willfully failed to properly consider and give due weight to all relevant information submitted by Plaintiff in the course of the reinvestigation, in violation of the FCRA, 15 U.S.C. § 1681 (a)(4).

122. Defendant TRANSUNION willfully and/or negligently violated 15 U.S.C. § 1681i (a)(5).

123. In response to the request for reinvestigation, Defendant TRANSUNION improperly verified the trade lines as correct, and refused to remove the inaccurate information, in violation of the requirements of the FCRA, 15 U.S.C. § 1681i (a)(5).

124. Defendant TRANSUNION has negligently and/or willfully failed to conduct a proper reinvestigation of the trade lines in violation of the FCRA, 15 U.S.C. §§ 1681i, 1681(n) and/or 1681(o).

125. Defendant TRANSUNION's actions in violating the FCRA constituted negligent and/or willful noncompliance with the FCRA and entitles Plaintiff to actual damages, statutory damages, and attorney's fees and costs as enumerated in 15 U.S.C. §§ 1681n and/or 1681o.

126. Defendant TRANSUNION's conduct was a direct and proximate cause, as well as a substantial factor, in causing serious injuries, damages and harm to Plaintiff as stated herein, and as a result, Defendant TRANSUNION is liable to compensate Plaintiff for the full amount of statutory and actual damages, along with attorney's fees and costs, as well as such other relief as permitted by law.

127. Additionally, the court may award punitive damages under 15 U.S.C. § 1681n. Plaintiff will seek to amend the Complaint to seek same if discovery shows punitive damages may be proper.

WHEREFORE, Plaintiff prays that the Court grant the following relief in favor of Plaintiff and against Defendant TRANSUNION:

- a) For actual damages;
- b) For compensatory damages;
- c) For statutory damages;
- d) For attorney's fees and costs incurred in this action;
- e) For an Order directing that Defendant immediately delete all of the inaccurate information from Plaintiff's credit reports and files and cease reporting the inaccurate information to any and all persons and entities to whom they report consumer credit information; and;
- f) For such other and further relief as the Court may deem just and proper.

COUNT V

FCCPA CLASS CLAIM AGAINST OCWEN

128. Plaintiff, on behalf of herself and all others similarly situated, repeats and re-alleges each and every allegation contained in paragraphs 1 through 75 above as if fully set forth herein.

129. At all times material herein, Plaintiff and Class members were "debtors" as defined by Fla. Stat. sec. 559.55(2).

130. At all times material herein, Defendant was a "debt collector" or "person" as defined by Fla. Stat. sec. 559.55(6).

131. The FCCPA, section 559.72(7) provides:

In collecting consumer debts, no person shall:

. . . willfully engage in other conduct which can reasonably be expected to abuse or harass the debtor or any member of her or his family.

132. For purposes of the claims brought under the FCCPA in this action, the applicable standard under the FCCPA is the “least sophisticated” consumer test. *See Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1172-75 (11th Cir. 1985).

133. Defendant Ocwen, through its foreclosure-threatening letter willfully harassed the debtor, Plaintiff Reichman, into thinking that she was being foreclosed upon, regardless of the fact that the Defendant had seemingly no intention of foreclosing.

134. The “least sophisticated consumer” would even more likely be convinced that their house had been foreclosed upon and that following Ocwen’s demands was the only course of action. Therefore, this letter violates the FCCPA section 559.72(7).

135. In determining whether an act violates the FCCPA, the courts use a “least sophisticated consumer standard.” *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1190 (11th Cir. 2010) [22 Fla. L. Weekly Fed. C647a]. The “least sophisticated consumer” standard is consistent with basic consumer-protection principles. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1172-1175(11th Cir. 1985) (citations omitted). This is an objective standard and “the least sophisticated consumer is “presumed to possess a rudimentary amount of information about the world” (quoting *Clomon v. Jackson*, 988 F.3d 1314, 1319 (2nd Cir. 1993). “[W]hile protecting naïve consumers, the standard also prevents liability for bizarre or idiosyncratic interpretations of collection practices by preserving a quotient of reasonableness” *US v. Nat’ Fin. Servs., Inc.*, 98 F.3d 131, 136 (4th Cir. 1996). Laws protecting consumers from unfair debt collection practices were enacted to protect the public and not experts. *Id.* at 1194. In considering

FCCPA claims, the Court must view such claims “from the perspective of a consumer whose circumstances makes him relatively more susceptible to harassment, oppression, or abuse.” *Jeter*, at 1179.

136. As a direct and proximate result of Defendant’s FCCPA violations, Plaintiff and the Class have been harmed. Plaintiff and the Class are entitled to statutory damages, and attorney’s fees and costs pursuant to Fla. Stat. section 559.77(2).

137. In addition, Plaintiff and the Class seek a permanent injunction prohibiting Defendant from sending out collection letters similar to ***EXHIBIT H*** in the manner described above.

WHEREFORE, Plaintiff prays that the Court enter an Order:

- a) Certifying this action as a class action as provided by Federal Rule of Civil Procedure 35, appointing Plaintiff as class representative, and appointing the undersigned as Class Counsel;
- b) Adjudging that Defendant violated the FCCPA, Fla. Stat. 559.72(7). and awarding Plaintiff and Class members statutory damages pursuant to Florida Statutes 559.77(2);
- c) Enjoining Defendant from sending collection letters similar to ***EXHIBIT H*** in the manner described in the lawsuit;
- d) Awarding Plaintiff, and all those similarly situated, reasonable attorney’s fees and costs incurred in this action pursuant to Florida Statutes 559.77(2);
- e) Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

SPOILATION NOTICE AND DEMAND TO RETAIN EVIDENCE

Plaintiff hereby gives notice to Defendants and demands that Defendants and its affiliates safeguard all relevant evidence – paper, electronic documents, or data – pertaining to this litigation as required by law.

Respectfully submitted this 23rd of August, 2018.

MAX STORY, P.A.

/s/ Max Story _____
MAX STORY, ESQ.
Florida Bar No.: 527238
AUSTIN J. GRIFFIN, ESQ.
Florida Bar No.: 117740
328 2nd Avenue North, Suite 100
Jacksonville Beach, FL 32250
Telephone: (904) 372-4109
max@storylawgroup.com
austin@storylawgroup.com
Attorneys for Plaintiff

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LINDA REICHMAN

Plaintiff(s)

v.

OCWEN LOAN SERVICING, LLC,
EXPERIAN INFORMATION SOLUTIONS, INC., and
TRANS UNION, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) OCWEN LOAN SERVICING, LLC
c/o Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301-2525

A lawsuit has been filed against you.

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

MAX STORY, ESQUIRE
LAW OFFICES OF MAX STORY, PA
328 SECOND AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LINDA REICHMAN

Plaintiff(s)

v.

OCWEN LOAN SERVICING, LLC,
EXPERIAN INFORMATION SOLUTIONS, INC., and
TRANS UNION, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TRANS UNION, LLC
c/o The Prentice-Hall Corporation System, Inc.
1201 Hays Street
Tallahassee, FL 32301

A lawsuit has been filed against you.

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

MAX STORY, ESQUIRE
LAW OFFICES OF MAX STORY, PA
328 SECOND AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LINDA REICHMAN

Plaintiff(s)

v.

OCWEN LOAN SERVICING, LLC,
EXPERIAN INFORMATION SOLUTIONS, INC., and
TRANS UNION, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) EXPERIAN INFORMATION SOLUTIONS, INC.
c/o CT Corporation System
1200 South Pine Island Rd.
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: MAX STORY, ESQUIRE
LAW OFFICES OF MAX STORY, PA
328 SECOND AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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.)

<p>I. (a) PLAINTIFFS</p> <p>LINDA REICHMAN</p> <p>(b) County of Residence of First Listed Plaintiff <u>Palm Beach</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p> <p>MAX STORY, ESQ., 328 SECOND AVENUE NORTH JACKSONVILLE BEACH, FL 32250</p>	<p>DEFENDANTS</p> <p>OCWEN LOAN SERVICING, LLC, EXPERIAN INFORMATION SOLUTIONS, INC., and TRANS UNION, LLC</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input 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 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
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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)*

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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <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 checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input 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	
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <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	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <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))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):* 12 USC 2601

Brief description of cause: RESPA

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

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

DATE 8-23-18 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____



This is not a Certified Copy

Loan Number: 07-FB6060

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of MAY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

16091 SIMS ROAD 201 A, DELRAY BEACH, FLORIDA 33484 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

COACH HOUSES OF ADDISON TRACE (Name of Condominium Project)

(the "Condominium Project"). If the owner's association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

This is a copy of the original document.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

This is not a certified copy

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.



LYNDA REICHMAN -Borrower (Seal)

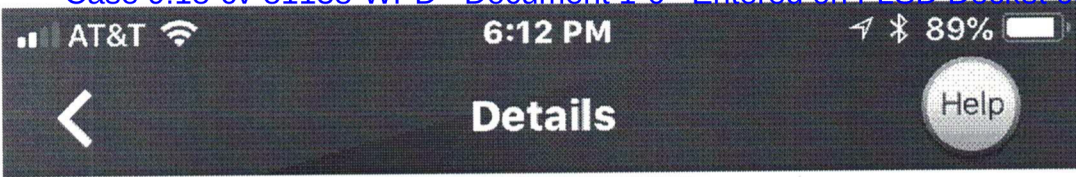
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



RETURNED BILL PAYMENT
FROM Ocwen Loan Servicing
ISSUE DATE 06-11-18.

[Edit Description >](#)

Amount	\$1,529.56
Transaction Date	06/15/2018
Type	Transfer

Merchant name ⓘ

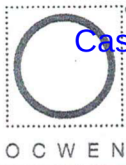
OCWEN LOAN SERVICING

Transaction category

Cash, Checks & Misc: Other Expenses >

Secure Area Privacy & Security Advertising Practices
 Legal Info & Disclosures Equal Housing Lender

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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

Date: 01/18/18

Loan Number: 0706243722

LINDA REICHMAN
6400 N ANDREWS AVE
C/O EOKINS FREEDMEN
FORT LAUDERDALE FL 33309

Property Address

16091 Sims Rd Apt 201A
Delray Beach, FL 33484-6307

**** DELINQUENCY NOTICE ****

You are late on your mortgage payments. As 01/17/18 you are 261 days delinquent on your mortgage loan. Your account first became delinquent on 05/02/17. Failure to bring your loan current may result in fees and foreclosure* - the loss of your home.

Recent Account History

<ul style="list-style-type: none"> • Payment due 01/01/18 UNPAID AMOUNT OF \$1,528.46 • Payment due 12/01/17 UNPAID AMOUNT OF \$1,528.46 • Payment due 11/01/17 UNPAID AMOUNT OF \$1,528.46 • Payment due 10/01/17 UNPAID AMOUNT OF \$1,528.46 • Payment due 09/01/17 UNPAID AMOUNT OF \$1,528.46 • Payment due 08/01/17 UNPAID AMOUNT OF \$1,528.46
--

Total: \$14,990.45. You must pay this amount to bring your loan current. Please note that the Total Amount Due includes your next regular monthly payment.

This amount may not include all fees and charges, as all fees and charges may not have been billed or posted to your account as of the letter date. Please contact us for your current reinstatement amount or payoff amount.

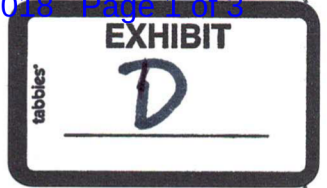
Your account has not been referred to an attorney for foreclosure.

Our records indicate that you have agreed to participate in the Ocwen Streamline Trial Approved

* If the loan has foreclosure protection provided under the Servicemembers Civil Relief Act (SCRA) or similar state law, Ocwen will not conduct foreclosure activity during the foreclosure protection period.

If You Are Experiencing Financial Difficulty: See the back of the billing statement for information about mortgage counseling or assistance.





Linda Reichman
16091 Sims Road Apartment 201A
Delray Beach, FL 33484-6307
lindareichman@me.com
1-561-212-0990

February 14, 2018

VIA CERTIFIED MAIL

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

Re: Loan #: 706243722
 Linda Reichman
 16091 Sims Road Apartment 201A
 Delray Beach, FL 33484-6307

REQUEST FOR INFORMATION AND NOTICE OF ERROR

Dear Sir or Madam:

Ocwen Loan Servicing, LLC is the servicer of my mortgage loan at the above address. I am disputing the amount that you claim is owed according to the Monthly Billing Statement and request that you send us information about the fees, costs, and escrow accounting on my loan. This is a "qualified written request" pursuant to the Real Estate Settlement and Procedures Act (section 2605(e)). This is also Notice of Error pursuant to 12 CFR 1024.35.

For the past several months you (Ocwen) have refused the payments I made on my mortgage, claiming that I did not have insurance placed on my home. Now, you are initiating foreclosure actions against me for a home I have lived in the past 17 years because you are refusing my payments.

Since I began living in this house, the Condominium Owners Association has placed insurance that covers the requirements you have set. This has been the agreement since the beginning. I have attached a copy of my most recent mortgage's Condominium Rider that shows this. For some reason, however, you and your systems do not understand this.

I have attempted multiple times to contact your departments and explain that the Owner's Association has been placing my insurance. I have not received a straight answer from anyone. My home is going to be foreclosed on because you will not respond to me. Therefore, I am claiming an error on Ocwen's part and am requesting all the information you have on the insurance you claim I did not have.

Specifically, I am requesting the following information:

1. A complete payment history which lists the dates and amounts of all the payments I have made on the loan to date, and shows how each payment was applied or credited (whether to principal, interest, escrow, suspense, or some other treatment);
2. A complete insurance proof history regarding my address for my mortgage, including any communications you have had with the Coach Houses of Addison Trace Owners Association, showing how insurance was demonstrated and when this insurance allegedly was dropped, including the definition of the term "Walls" that was mentioned in your letter to me;
3. The total amount, specifically listed and identified, for any unpaid interest, escrow charges, and other charges due and owing as of February 2018;
4. The total amount that I have paid and/or sent a check to you on the mortgage account as of the date of the notice of default;
5. The amount, payment date, purpose, and recipient of all foreclosure expenses, late charges, NSF check charges, appraisal fees, property inspection/preservation fees, **force placed insurance charges**, legal fees, bankruptcy/proof of claims fees, recoverable corporate advances, and other expenses or costs that have been charged and/or assessed to my mortgage account from January 2015 until February 2018;
6. An explanation as to why Lender insurance was removed from my account in December 2017 if I did not otherwise have proper insurance;
7. The balance in the escrow account as of February 13, 2018;
8. The current interest rate on my mortgage account;
9. A breakdown of the amount of claimed arrears or delinquencies on my account, including an itemization of all fees and charges you claim are currently due;
4. An explanation of why my house is going into foreclosure if I keep making my payments every month;
5. The payment dates, purpose of payment, and recipient of any and all foreclosure fees and costs that have been charged to my account;
6. The payment dates, purpose of payment, and recipient of all escrow items charged to my account since May 2017;
7. A breakdown of the current escrow charge showing how it is calculated and the reasons for any increase within the last 24 months;

8. A copy of any annual escrow statements, and notices of a shortage, deficiency, or surplus, sent to us within the last three (3) years;

9. The current balance in any suspense account as of January 2018 and the reason why such funds were deposited in the account; and

10. Any information you have about the insurance that has been on my home for the last 17 years.

Finally, if you do not current hold the note and mortgage for my home, please provide the name and address of the person or company who does. Also, please tell me the exact date when you started servicing my account. I did not seem to have any problems before then.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement and Procedures Act (section 2605(e)) and 12 CFR 1024.35. If you have any further questions, please feel free to contact me at lindareichman@me.com or via my phone number at 1-561-212-0990. I look forward to your response.

Sincerely,

Linda Reichman



Linda Reichman
16091 Sims Road Apartment 201A
Delray Beach, FL 33484-6307
lindareichman@me.com
1-561-212-0990

April 12, 2018

VIA CERTIFIED MAIL

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

Re: Loan #: 706243722
Linda Reichman
16091 Sims Road Apartment 201A
Delray Beach, FL 33484-6307

SECOND REQUEST FOR INFORMATION AND NOTICE OF ERROR

Dear Sir or Madam:

Ocwen Loan Servicing, LLC is the servicer of my mortgage loan at the above address. I am disputing the amount that you claim is owed according to the Monthly Billing Statement and request that you send us information about the fees, costs, and escrow accounting on my loan. This is a **second** "qualified written request" pursuant to the Real Estate Settlement and Procedures Act (section 2605(e)). This is also Notice of Error pursuant to 12 CFR 1024.35.

For the past several months you (Ocwen) have refused the payments I made on my mortgage, claiming that I did not have insurance placed on my home. Now, you are initiating foreclosure actions against me for a home I have lived in the past 17 years because you are refusing my payments.

Since I began living in this house, the Condominium Owners Association has placed insurance that covers the requirements you have set. This has been the agreement since the beginning. I have attached a copy of my most recent mortgage's Condominium Rider that shows this. For some reason, however, you and your systems do not understand this.

I have attempted multiple times to contact your departments and explain that the Owner's Association has been placing my insurance. I have not received a straight answer from anyone. My home is going to be foreclosed on because you will not respond to me. Therefore, I am claiming an error on Ocwen's part and am requesting all the information you have on the insurance you claim I did not have.

I sent a previous request for information and notice of error in February, which was met with a confused response. I still do not know why Ocwen failed to accept my payments for several months nor why the insurance my condominium association provided was inadequate.

Now, Ocwen is offering me a “streamlined” modification of the mortgage I owe because of their mistake. To say that this is frustrating would be an understatement.

Now, I am sending a second request to see if Ocwen bothers to respond to me at all regarding this insurance issue. Specifically, I am requesting the following information a **second** time:

1. **A complete insurance proof history regarding my address for my mortgage, including any communications you have had with the Coach Houses of Addison Trace Owners Association, showing how insurance was demonstrated and when this insurance allegedly was dropped, including the definition of the term “Walls” that was mentioned in your letter to me;**

2. The amount, payment date, purpose, and recipient of all foreclosure expenses, late charges, NSF check charges, appraisal fees, property inspection/preservation fees, **force placed insurance charges**, legal fees, bankruptcy/proof of claims fees, recoverable corporate advances, and other expenses or costs that have been charged and/or assessed to my mortgage account from January 2015 until April 2018;

3. **An explanation as to why Lender insurance was removed from my account in December 2017 if I did not otherwise have proper insurance;**

4. A breakdown of the amount of claimed arrears or delinquencies on my account, including an itemization of all fees and charges you claim are currently due;

5. **An explanation of why my house is going into foreclosure if I keep making my payments every month;**

6. The payment dates, purpose of payment, and recipient of any and all foreclosure fees and costs that have been charged to my account;

7. **Any information you have about the insurance that has been on my home for the last 17 years.**

Finally, if you do not current hold the note and mortgage for my home, please provide the name and address of the person or company who does. Also, please tell me the exact date when you started servicing my account. I did not seem to have any problems before then.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement and Procedures Act (section 2605(e)) and 12 CFR 1024.35. If you have any further questions, please feel free to contact me at lindareichman@me.com or via my phone number at 1-561-212-0990. I look forward to your response.

Sincerely,

Linda Reichman



Ocwen Loan Servicing, LLC
www.ocwen.com
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1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Toll Free: 800.746.2936

05/10/2018

Loan Number: 706243722

Linda Reichman
Apartment 201A
16091 Sims Road
Delray Beach, FL 33484

Property Address:
16091 Sims Rd Apt 201A
Delray Beach, FL 33484-6307



Dear Linda Reichman,

Ocwen Loan Servicing, LLC (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 request, we have reviewed the loan and below is our response to the concern raised:

Concern#1 You provided us with a Request for Information and Notice of Error and requested us to respond to the queries outlined in the correspondence.

Response The email addressed mentioned in the correspondence is not registered with us. If you wish to update the email address then it is requested to follow the below instructions:

1. Log on to www.ocwencustomers.com
2. Login with your User ID and Password
3. Click on My Profile, to choose from a list of options.
4. Click on update email address.
5. Click on save once the required changes has been made.

You may contact our Customer Care Center at to update the appropriate email address or submit a request to the address referenced below:

Ocwen Loan Servicing, LLC
Attention: Loan Setup Department
Post Office Box: 24737
West Palm Beach, FL 33416-4737
Fax: 561-682-8151
Email to: loansetupdepartment@ocwen.com

On 05/02/2011, we acquired the servicing rights of the loan from Saxon Mortgage Services Inc.

The loan is escrowed for county taxes and not for insurance. Therefore, funds towards county tax will be disbursed when due. However, you will be responsible for payment of hazard insurance.

NMLS # 1852

RRCMAINLTRMM

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 provided purely 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.

8-814-AMDS1-0900328-001-02-900-090-000-000



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West Palm Beach, FL 33409
Toll Free: 800.746.2936

According to the terms of the loan agreement, it is the responsibility of the mortgagor to provide the lender with the proof of insurance coverage at each renewal period. In the event the proof of coverage is not provided, the lender may obtain coverage to protect its interest in the case of damage to the property; obtaining coverage will result in a negative escrow balance and an escrow payment will be added to the monthly payment amount in order to collect the escrow advance.

As we did not receive the proof of insurance for the period 09/15/2015 through 09/15/2016, we assessed Lender Placed Insurance (LPI) with the premium of \$2,835.00. On 12/17/2015, we disbursed the premium. The LPI policy was cancelled in December 2017 as we received the USAA HO6 policy for the above period. A complete refund of \$2,835.00 was applied to the escrow account.

The master condo policy from Coach Houses of Addison Tracer Owners Association was received and updated prior to the LPI being assessed. However, the policies received did not advise there were walls in coverage included in the condo master policy. The policy only provided coverage for the exterior of the property making the coverage insufficient for the coverage requirements at that time. Walls in coverage are coverage from the walls in of the building and can include the coverage of improvements and betterments of the property. This can include things such as carpet, fixtures, counters etc. The condo master policy only provided coverage for the exterior of the property.

We do not accept payments when the loan is in severe delinquency or during active foreclosure, unless the loan is established on forbearance plan or if the funds are sufficient to completely reinstate the loan to current status. As of 08/16/2017, the loan was due for 05/01/2017 payment. As a result, the payments received on 08/15/2017, 09/01/2017, 10/03/2017, 11/13/2017, 12/08/2017 and 01/09/2018 were returned to the remitter.

The Note stipulates that the monthly mortgage payment on the loan is due on 1st day of each month. According to the note, the borrower(s) have 15 days grace period to submit the monthly mortgage payment. If the monthly mortgage payment is made after this grace period, a late charge equal to 5% of the overdue payment of principal and interest will be assessed. Certain payments were not received within the grace period that the payment was due for; therefore, the late charges were assessed on the account. As of 05/09/2018, the outstanding late charges are of \$270.12.

As of 05/09/2018, the outstanding fees/expenses are in the amount of \$255.25.

Below is the breakdown of fees/expenses outstanding:

Date	Description	Amount
01/17/2017	Property Inspection	\$13.25
03/20/2017	Property Inspection	\$13.25
04/19/2017	Property Valuation	\$85.00
04/24/2017	Property Inspection	\$13.25
05/24/2017	Property Inspection	\$14.50
06/26/2017	Property Inspection	\$14.50
07/28/2017	Property Inspection	\$14.50
08/28/2017	Property Inspection	\$14.50
10/10/2017	Property Inspection	\$14.50
10/31/2017	Property Inspection	\$14.50
12/01/2017	Property Inspection	\$14.50
12/29/2017	Property Inspection	\$14.50
02/02/2018	Property Inspection	\$14.50
Total Outstanding:		\$255.25

NMLS # 1852

RRCMAINLTRMM

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8-814-AMDS1-0000328-001-03-000-000-000-000



Ocwen Loan Servicing, LLC
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1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Toll Free: 800.746.2936

Given below is the definition of the fees:

Property Inspection:

A property inspection may be performed on a bi-monthly basis while an account is in default. A property preservation company drives by the property to verify occupancy status and notifies of any property damage.

Property Valuation:

A property valuation may be performed twice a year when an account is in default. A licensed mortgage broker will perform an exterior opinion of the property to estimate its value.

The physical possession of this note is currently being held at the address provided below:

Ocwen Loan Servicing
5720 Premier Park Drive
West Palm Beach, FL 33407

On 04/25/2018 the final modification agreement was sent to your attention. We have submitted a request to send you a copy of the agreement.

The foreclosure proceedings may be initiated on a loan, when the loan is past due for 120 or more days. However, this varies by the State. Currently, the foreclosure proceedings are not active.

The owner of the mortgage may consist of multiple investors through a mortgage backed securities trust. The owner of this loan is Deutsche Bank National Trust Company, as Trustee for Novastar Mortgage Funding Trust, Series 2007-2, Novastar Home Equity Loan Asset-Backed Certificates, Series 2007-2. Their phone number is 1-714-247-6000 and their mailing address is 1761 East St. Andrew Place, Santa Ana, CA 92705. This information is based upon our review of your loan at this time. With many mortgages, the ownership status may change from time to time; however, Ocwen is currently servicing the account and all inquiries should be directed to our office.

The correspondence you provided cannot be used to alter, amend, or release the liability for the above referenced loan. This response shall in no way be construed as an agreement to settle a debt. Any omissions or silence on any subject of the inquiry do not constitute Ocwen's consent of or agreement with statement not do we intend to waive any rights relating to this loan. Please be aware that the property remains secured by the underlying Mortgage and the Note remains in full force and effect.

If you have a specific concern related to the servicing of the loan, please provide us with additional information regarding the concern to the address referenced below or fax it to 407-737-6375, in order for us to research the matter further.

For any further information, you may contact our Customer Care Center at 1-800-746-2936 (Monday through Friday 8:00 am to 9:00 pm ET and Saturday 8:00 am to 5:00 pm ET).

We trust that the information provided has fully addressed your concern. Please note that you may request copies of collateral or certain loan documents that were relied upon in making this determination. You may receive these documents by sending in a written request to the Research Department at the address mentioned below. Please visit our website (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. Research Department works from Monday through Friday 9 AM to 5 PM ET. After speaking with our Research Department, if you

NMLS # 1852

RRCMAINLTRMM

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 provided purely 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.



8-814-AMDS1-0000328-001-04-000-000-000-000



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still have questions or concerns, please feel free to contact the OCWEN consumer advocate through OCWEN's website or by phone at 800.390.4656. OCWEN consumer advocate works from 9 AM through 6 PM ET, Monday through Friday. 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
Fax Number: 407.737.6375



Sincerely,
Rohini Pujari
Research Department
Ocwen Loan Servicing, LLC

8-814-AMID51-0000328-001-05-000-000-000-000

NMLS # 1852

RRCMAINLTRMM

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 provided purely 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.



May 17, 2018

Experian
P.O. Box 4500
Allen, TX 75013

Transunion Customer Solutions
PO Box 2000
Chester, PA 19016-2000

To Whom it May Concern:

CORRECT YOUR INACCURATE CREDIT REPORT INFORMATION

Full Legal Name:	Linda Hope Reichman
Social Security:	266-94-0005
Date of Birth:	05-10-1952
Street Address:	16091 Sims Road Apartment 201A
City, State & Zip:	Delray Beach, FL 33484-6307
Phone Number:	1-561-212-0990

The following item on the credit report is inaccurate. Please make the following corrections to my consumer credit report immediately and then send me a copy of the corrected consumer credit report:

INCORRECT CREDITOR ACCOUNT INFORMATION

The following Creditor Account information listed on my credit report is incorrect:

Creditor: Ocwen Loan Servicing
 Account #: 706243XXX
 Pay Status: From October 2016 through August 2017, payments listed as delinquent.

My Credit Report shows that my payments were delinquent from October 2016 through August 2017. This is inaccurate, I sent in my payments for each one of those months. Please correct my report to properly reflect that I was not late in my payments.

Thank you correcting this matter and I look forward to your immediate reply. If you require any more explanation or documentation please do not hesitate to contact me. You can reach me at 1-561-212-0990.

I have attached a copy of my driver's license to verify my identity. I have also attached bills from these creditors as well as the police report that I filed regarding these matters.

Sincerely,

Linda H. Reichman

Enclosures

:



07/24/2018

Account Number: 706243722

Linda Reichman
Apt 201A
16091 Sims Rd
Delray Beach, FL 33484

Property Address:
16091 Sims Rd Apt 201A
Delray Beach, FL 33484-6307



FORECLOSURE HAS BEEN INITIATED-BUT THE ACCOUNT MAY STILL QUALIFY TO AVOID FORECLOSURE IF QUICK ACTION IS UNDERTAKEN

Dear Customer(s),



Why We Are Sending This Letter

A foreclosure action has been initiated on the property listed above. But the account may still qualify to avoid foreclosure.

Regardless of the present situation, Ocwen is committed to working to avoid foreclosure.



What Needs To Be Done

An application package may have already been sent and received for completion and return to Ocwen. This application package would have included information regarding programs we offer homeowners to help them prevent foreclosure.

If the application package has not been received or is no longer available, please contact Ocwen immediately at 800.746.2936 or at the address provided on the next page. We will send a new copy. The application package can also be obtained at www.ocwencustomers.com by logging into the proper client account.

If there is a desire to be considered for a foreclosure alternative, the application package should be completed and returned to Ocwen, with all supporting documents, as soon as possible.



What We Will Do

Once we have evaluated the information, we will provide advice regarding options and next steps.

If a previous modification denial has been appealed or, if consideration is being given to an appeal of a modification denial, one can still re-apply within 30 days after the date of this letter.

Our Customer Care Center can be reached at 800.746.2936. We are available Monday through Friday 8 am to 9 pm and Saturday 8 am to 5 pm ET.

Sincerely,
Loan Servicing

Enclosures

NMLS # 1852

PRSLSM

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 provided purely 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.

2-814-ADH16-0001266-001-02-000-000-000-000



FOR ADDITIONAL ASSISTANCE

Ocwen offers a number of options for avoiding foreclosure. Please contact us right away to determine what programs are available.

Contact us by mail at:	Ocwen Loan Servicing, LLC Attn: Home Retention Department 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
Contact us by phone at:	800.746.2936
Contact us by fax at:	407.737.6352
Visit our website at:	www.ocwencustomers.com
Email us your application:	rma@ocwen.com



FORECLOSURE ALTERNATIVES

- 1. MODIFICATION:** A change to one or more terms of the original mortgage agreement. This may include a change in interest rate, loan balance, or term, which may **lower the mortgage payment** and bring the account current.
- 2. LISTING THE PROPERTY FOR SALE:** By listing the property, a **sale offer** may be received which is acceptable to all parties. The sale of the property could help prevent a foreclosure sale of the home.
- 3. DEED IN LIEU OF FORECLOSURE:** If there is no intention to keep the property, **Ocwen may accept the deed to the property** and extinguish the lien, even if the property is worth less than the account balance. Title on the property must generally be clear of any other liens in order for this option to be available.

FINANCIAL COUNSELING SERVICES

When experiencing a financial hardship, counseling may be a way to help manage finances. We urge contacting a HUD-approved agency to obtain assistance in keeping the home. This assistance is available at no charge.

HUD Approved Housing Counseling:	800.569.4287	www.HUD.gov
Homeowners' HOPE Hotline Number:	888.995.4673	www.hopenow.com
Fannie Mae Assistance Programs:		www.knowyouroptions.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ocwen, Experian, Trans Union Facing Class Action Over Alleged Forced-Placed Insurance](#)
