

FEB 8 2017

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

JOYCE FUDGE WILLIAMS
Individually and on behalf of a
class of persons similarly situated,

Plaintiff,

Case No.: 3:17-CV-157-J-25JRK

vs.

**NEW PENN FINANCIAL, LLC,
D/B/A SHELLPOINT MORTGAGE
SERVICING, INC.,**

Defendant.

_____ /

CLASS ACTION COMPLAINT

COMES NOW, Plaintiff, **JOYCE FUDGE WILLIAMS**, (hereinafter referred to as "Ms. Williams" or Plaintiff), by and through undersigned counsel, and sues Defendant, **NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT MORTGAGE SERVICING, INC.**, hereinafter referred to as "Shellpoint Mortgage" or Defendant), and alleges:

JURISDICTION AND VENUE

1. This is a class action brought under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, the Florida Consumer Collection Practices Act ("FCCPA"), Fla. Stat. § 559.55 *et seq.* and the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2201. This Court has jurisdiction over the Plaintiff's claims pursuant to 28 U.S.C. § 1331 (b), 15 U.S.C. § 1692k, 28 U.S.C. §§ 2201-2201 (d) and 28 U.S.C. § 1334 (b).

2. Venue is proper pursuant to 28 U.S.C. § 1391 since Plaintiff resides in this District and the conduct complained of occurred in this District.

PARTIES

3. Plaintiff is a natural person and a resident of Duval County, Florida. At all times material hereto, Plaintiff was a “debtor” or “consumer” as defined by Fla. Stat. § 559.55(2) and 15 U.S.C. § 1692a (3). Plaintiff has standing to bring a claim under the FDCPA, the FCCPA and the Declaratory Judgment Act because she was directly affected by violations of these Acts, and was subjected to Defendant’s illegal and improper debt collection activities.

4. Defendant, New Penn Financial, LLC, is a mortgage loan servicer based in Plymouth Meeting, Pennsylvania. Shellpoint Mortgage Servicing, Inc., is an operating division of New Penn Financial, LLC, with its main office in Greenville, South Carolina. Defendant markets to lenders that it is uniquely equipped to manage the heightened requirements of servicing loans in default and in bankruptcy. Defendant regularly conducts business in Jacksonville, Duval County, Florida.

COUNT I: FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

5. This is an action seeking class wide relief for violation of the FDCPA to recover actual damages in the form of money paid by Plaintiff and all those similarly situated Defendant pursuant to a non-existent debt, for statutory damages under 15 U.S.C.A. § 1692k(a)(2)(B) and attorney's fees and the costs of this action under 15 U.S.C.A. § 1692k(a)(3).

6. On or about November 19, 2007, Plaintiff executed and delivered a promissory note to Amnet Mortgage Inc., DBA American Mortgage Network of Florida, for personal, family, or household services, specifically a mortgage loan on her home at 8428 McGirts Village, Jacksonville, Florida 32210. That same day, Plaintiff executed a purchase money mortgage securing payment to Mortgage Electronic Registration Systems, Inc., as nominee for Ament Mortgage. In due course, the Mortgage was assigned to the Federal National Mortgage

Association. ("FNMA"). The mortgage loan was serviced by Seterus, who monthly corresponded with Ms. Williams by U.S. Mail by means of a periodic mortgage statement.

7. On November 4, 2011, Ms. Williams filed a voluntary petition for protection from creditors under Chapter 7 of the United States Bankruptcy Code. [Case No. 3:11-bk-08126-PMG Doc. #1]. On November 4, 2012, a notice of appearance and request for notice was filed by Antonio Alonso on behalf of creditor Seterus, Inc., as mortgage servicing company for Federal National Mortgage Association. [Id. Doc. #27].

8. The Bankruptcy Code recognizes the vulnerabilities of debtors and implements a strict procedure for reaffirmations of debt by debtors under 11 U.S.C. § 524 (c). This statute requires public and timely filing of all reaffirmation agreements, that the debtor be given written disclosures and provides the debtor an opportunity to rescind the reaffirmation agreement. All of these protections are designed to make sure a debtor does not forfeit the fresh start protections available under the U.S. Bankruptcy Code.

9. Unfortunately, during this period of time, Ms. Williams' income diminished while her cost of living increased. Therefore, as required under the U.S. Bankruptcy Code, and provided in Debtor's Intent to Surrender Real Property, Ms. Williams stated that she would not reaffirm the mortgage to FNMA and would relinquish her home located at 8428 McGirts Village Lane, Jacksonville, Florida 32210.

10. No reaffirmation agreement was ever exchanged, agreed to or filed with the Bankruptcy Court with respect to the subject mortgage between Plaintiff and F.N.M.A., the holder of the mortgage note, or its mortgage servicing company agents, Seterus, Inc., or Defendant Shellpoint Mortgage Servicing, a division of New Penn Financial, LLC.

11. On April 2, 2012, the mortgage loan servicing company Seterus filed its Motion for Relief from the Automatic Stay and sought leave to foreclose the mortgage on the Plaintiff's home located at 8428 Mcgirts Village Lane, Jacksonville, Florida 32210. [Case No. 3:11-Bk-08126-PMG Doc. #28]. As an exhibit to its Motion, counsel for the mortgage loan servicer Seterus, Inc., filed an affidavit stating under oath that Ms. Williams intended to surrender her home. [Id. Doc. 28-3]. In due course, the Bankruptcy Court entered its Order granting relief from the automatic stay. [Id. Doc. #32].

12. On April 5, 2012, the U.S. Bankruptcy Court entered its Discharge of Debtor. [Id. Doc. #29]. Seterus, Inc., the mortgage servicing agent for Federal National Mortgage Association, was provided notice of the Discharge by the Clerk of Court by U.S. Mail to its agent's offices located at 14523 SW Millikan Way, Beaverton, OR 97005-2352; and to its attorney of record. [Id. Doc. # 30 Page 1]. In addition, notice of the Discharge was provided by email to its corporate attorneys, antonio.alonso@marshallwatson.com; jario.garcia@marshallwatson.com; and BKMailfromCourt@MarshallWatson.com (*Exhibit "A"*). The Order of Discharge provided notice to the creditor, Federal National Mortgage Association, and its agent, that the note and underlying debt secured by the subject mortgage was not collectable. Pursuant to the Chapter 7 bankruptcy discharge order, Plaintiff was fully released from any and all personal monetary liabilities on the subject loan.

13. On September 6, 2013, Federal National Mortgage Association filed its verified complaint to foreclose on Ms. Williams' home in the Circuit Court of the Fourth Judicial Circuit, in and for Jacksonville, Duval County, Florida. [Case No. 16-2013-CA-008235-XXXX-MA Doc. #4].

14. On or about May 16, 2016, Ms. Williams' mortgage and note was transferred from Seterus, Inc., to Defendant Shellpoint Mortgage Servicing, a division of New Penn Financial, LLC, for servicing. In transferring its file to Shellpoint Mortgage, on information and belief, Seterus gave notice to Shellpoint Mortgage that Ms. Williams had filed for protection under Chapter 7 of the U.S. Bankruptcy Code; listed the mortgage debt on her bankruptcy schedules; communicated that she would surrender the real property to the mortgage creditor; and received a discharge of the debt. Moreover, on information and belief, Seterus provided Shellpoint Mortgage with documents indicating that Ms. Williams had previously sued Seterus for FDCPA violations and that her attorney was Max Story, Esquire.

15. Defendant New Penn Financial, LLC, through its division, Shellpoint Mortgage Servicing, Inc., sent communications to Plaintiff, Ms. Williams, in an effort to collect a debt, notwithstanding the U.S. Bankruptcy Court's Order of Discharge. On May 20, 2016, Shellpoint Mortgage Servicing, Inc., provided Ms. Williams with a letter of assignment together with a payment coupon which listed, among other things, a "First Payment Due Date"; "Monthly Payment Amount of \$663.95" and the "Amount Enclosed." (*Exhibit "B"*). The statement states that "mortgages can seem complex". It also stated that Ms. Williams should "[f]eel free to use the payment coupon below to send us your first payment. We offer several easy payment options, including: Free ACH, Online Account Payment, Phone (either with our IVR system or live agent)." The payment coupon was to be detached and returned to Defendant by U.S. Mail with payment. It provided instructions on how to make a payment and directions on setting up automatic payments. The back of the Statement contained various statements about payments, options, insurance and property taxes. The back of the Statement also contained a disclaimer pertinent to the case. The disclaimer stated:

If you are a customer in bankruptcy or a consumer who has received a bankruptcy Discharge of the debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

16. The debt demand communication was followed by telephone calls from debt collectors employed by Shellpoint Mortgage Servicing, Inc., to Ms. Williams, in an effort to collect a debt. The debt collectors' telephone number was identified by caller ID as 1-832-775-7633. The debt collectors called Ms. Williams' home on May 23, 2016, on two occasions at 12:35 p.m. and 1:05 p.m.; on May 24, 2016 at 4:32 p.m.; May 25, 2016 at 11:44 a.m., ["Oscar"]; June 6, 2016 at 3:40 p.m. ["Crystal Trotter"]; June 23, 2016; June 28, 2016 at 9:50 a.m. ["Katrina"]; July 1, 2016 and July 14, 2016 ["Katrina"], all in an effort to collect a debt. In the last telephone call, a debt collector referred to as Katrina, contacted Ms. Williams regarding the mortgage debt. When Ms. Williams instructed Katrina that she was not interested in reaffirming the debt, the Defendant's debt collection Katrina informed Ms. Williams that she would send the matter to collections.

17. On June 7, 2016, the Circuit Court entered a Final Judgment of Foreclosure and scheduled a sale date of October 5, 2016. [Id. Doc. #52]. At the judicial sale, the highest bidder was the National Federal Mortgage Association.

18. On July 22, 2016, by correspondence, the defendant gave notice to Plaintiff that it intended to commence foreclosure on her home mortgage loan. The correspondence cited the loan number, the principal balance of the loan, and the street address of the real property. Defendant also stated that it may seek a deficiency judgment against Ms. Williams if there were

insufficient proceeds from the foreclosure sale. *[Exhibit "C"]*. The back of the Statement also contained a disclaimer pertinent to the case. The disclaimer stated:

If you are a customer in bankruptcy or a consumer who has received a bankruptcy Discharge of the debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

19. In the case at bar, this Defendant attempted to collect on a debt that was not owed and had been discharged under 11 U.S.C.A. § 727 of the Bankruptcy Code. As Judge Posner stated: "Dunning people for their discharged debts would undermine the 'fresh start' rationale of bankruptcy and is prohibited by the [FDCPA] which ... prohibits a debt collector from making a 'false representation of the character, amount, or legal status of any debt.' "

20. The Defendant has no legal right to collect any amount from the Plaintiff.

21. At all material times herein, Plaintiff's debt and the debt of others similarly situated were consumer debts as defined by the FDCPA, 15 U.S.C.A. § 1692a(5).

22. At all material times herein, Plaintiff and others similarly situated were "consumers" as defined by the FDCPA, 15 U.S.C.A. § 1692a(3).

23. At all material times herein, Defendant was a "debt collector" as defined by the 15 U.S.C.A. § 1692a (6). Defendant acquired its status as a "debt collector" after the subject debt had been discharged by the U.S. Bankruptcy Court.

24. At all material times herein, Defendant knew or should have known that the debt they were attempting to or did collect from the Plaintiff and the Class Members had been discharged.

25. The correspondence sent by Defendant to Ms. Williams is a “communication” as that term is defined by 15 U.S.C. § 1692a (2).

26. By billing Plaintiff and others similarly situated, Defendant attempted to collect a debt which had been discharged. Defendant’s communications that asserted Ms. Williams owed a debt based on the mortgage loan, including a notice of intent to foreclose, monthly mortgage statements, a loan modification package, and a delinquent tax notice violates 15 U.S.C. § 1692e, which prohibits the use of false, deceptive, or misleading representations in connection with the collection of a debt.

27. In addition, Defendant’s above mentioned collection activities falsely represented/represent the character, amount, or legal status of a debt, in violation of 15 U.S.C. § 1692e (2) (A).

28. As a direct and proximate result of Defendant’s FDCPA violations, Plaintiff and others similarly situated have been harmed. Plaintiff, and others similarly situated, are entitled to actual damages in the amount of money paid to Defendant pursuant to these extinguished debts, statutory damages under 15 U.S.C. § 1692k(a)(2)(B) and attorney’s fees and the costs of this action pursuant to 15 U.S.C. § 1692k(a)(3).

29. For the purpose of the claims brought in this action, the applicable standard under the FDCPA is “the least sophisticated” consumer test. See Jeter v. Credit Bureau, Inc., 760 F.2d 1168, 1172-75 (11th Cir. 1985). The manner in which Defendant chose to present the inconsistent information on the front and back of the letter is misleading to “the least sophisticated” consumer.

30. This is an action seeking class wide relief for Defendant’s pattern and practice of pursuing the collection of discharged debts from the Plaintiff and the Class Members.

31. Because Defendant's actions were intentional, willful and/or without regard for Plaintiff's rights, Plaintiff reserves the right to seek punitive damages upon the showing on the records of evidence sufficient to form the basis of a claim for punitive damages.

**COUNT II – VIOLATION OF THE FLORIDA CONSUMER COLLECTION
PRACTICES ACT (“FCCPA”)**

32. This is a claim for violation of the Florida Consumer Collection Practices Act F.S. 559.55 *et seq.*

33. On or about November 19, 2007, Plaintiff executed and delivered a promissory note to Amnet Mortgage Inc., DBA American Mortgage Network of Florida, for personal, family, or household services, specifically a mortgage loan on her home at 8428 McGirts Village, Jacksonville, Florida 32210. That same day, Plaintiff executed a purchase money mortgage securing payment to Mortgage Electronic Registration Systems, Inc., as nominee for Ament Mortgage. In due course, the Mortgage was assigned to the Federal National Mortgage Association. (“FNMA”).

34. On November 4, 2011, Ms. Williams filed a voluntary petition for protection from creditors under Chapter 7 of the United States Bankruptcy Code. [Case No. 3:11-bk-08126-PMG Doc. #1]. On November 4, 2012, a notice of appearance and request for notice was filed by Antonio Alonso on behalf of creditor Seterus, Inc., as mortgage servicing company for Federal National Mortgage Association. [Id. Doc. #27].

35. The Bankruptcy Code recognizes the vulnerabilities of debtors and implements a strict procedure for reaffirmations of debt by debtors under 11 U.S.C. § 524 (c) which requires public and timely filing of the agreement, that the debtor be given written disclosures and provides the debtor an opportunity to rescind the reaffirmation agreement. All of these

protections are designed to make sure a debtor does not forfeit the fresh start protections available under the U.S. Bankruptcy Code.

36. Unfortunately, during this period of time, Ms. Williams' income diminished while her cost of living increased. Therefore, as required under the U.S. Bankruptcy Code, and provided in Debtor's Intent to Surrender Real Property, Ms. Williams stated that she would not reaffirm the Federal National Mortgage Association debt and would relinquish her home located at 8428 McGirts Village Lane, Jacksonville, Florida 32210 to its creditor.

37. No reaffirmation agreement was ever exchanged, agreed to or filed with the Bankruptcy Court with respect to the subject mortgage between Plaintiff and F.N.M.A., the holder of the mortgage note, or its mortgage servicing company agents, Seterus, Inc., or Defendant Shellpoint Mortgage Servicing, a division of New Penn Financial, LLC.

37. On April 2, 2012, the mortgage loan servicing company Seterus filed its Motion for Relief from the Automatic Stay and sought leave to foreclose the mortgage on the Plaintiff's home located at 8428 McGirts Village Lane, Jacksonville, Florida 32210. [Case No. 3:11-Bk-08126-PMG Doc. #28]. As an exhibit to its Motion, counsel for the mortgage loan servicer Seterus, Inc., filed an affidavit stating under oath that Ms. Williams intended to surrender her home. [Id. Doc. 28-3]. In due course, the Bankruptcy Court entered its Order granting relief from the automatic stay. [Id. Doc. #32].

38. On April 5, 2012, the U.S. Bankruptcy Court entered its Discharge of Debtor. [Id. Doc. #29]. Seterus, Inc., the mortgage servicing agent for Federal National Mortgage Association, was provided notice of the Discharge by the Clerk of Court by U.S. Mail to the agent's offices located at 14523 SW Millikan Way, Beaverton, OR 97005-2352; to its attorney of record. [Id. Doc. # 30 Page 1] and in addition, by email to its corporate attorneys,

antonio.alonso@marshallwatson.com; jario.garcia@marshallwatson.com; and BKMailfrom Court@MarshallWatson.com (*Exhibit "A"*). The Order of Discharge provided notice to the creditor, Federal National Mortgage Association, and its agent, that the note and underlying debt secured by the subject mortgage was not collectable. Pursuant to the Chapter 7 bankruptcy discharge order, Plaintiff was fully released from any and all personal monetary liabilities on the subject loan.

39. On September 6, 2013, Federal National Mortgage Association filed its verified complaint to foreclose on Ms. Williams' home in the Circuit Court of the Fourth Judicial Circuit, in and for Jacksonville, Duval County, Florida. [Case No. 16-2013-CA-008235-XXXX-MA Doc. #4].

40. On or about May 16, 2016, Ms. Williams' mortgage and note was transferred from Seterus, Inc., to Defendant Shellpoint Mortgage Servicing, a division of New Penn Financial, LLC, for servicing. In transferring its file to Shellpoint Mortgage, on information and belief, Seterus gave notice to Shellpoint Mortgage that Ms. Williams had filed for protection under Chapter 7 of the U.S. Bankruptcy Code; listed the mortgage debt on her bankruptcy schedules; communicated that she would surrender the real property to the mortgage creditor; and received a discharge of the debt. Moreover, on information and belief, Seterus provided Shellpoint Mortgage with documents indicating that Ms. Williams had previously sued Seterus for FDCPA violations and that her attorney was Max Story, Esquire.

41. Defendant New Penn Financial, LLC, through its division, Shellpoint Mortgage Servicing, Inc., commencing communicating with Plaintiff, Ms. Williams, in an effort to collect a debt, notwithstanding the U.S. Bankruptcy Court's Order of Discharge. On May 20, 2016, Shellpoint Mortgage Servicing, Inc., provided Ms. Williams with a letter of assignment together

with a payment coupon which listed, among other things, a “First Payment Due Date”; “Monthly Payment Amount of \$663.95” and the “Amount Enclosed.” (*Exhibit “B”*). The statement states that “mortgages can seem complex”. It also stated that Ms. Williams should “[f]eel free to use the payment coupon below to send us your first payment. We offer several easy payment options, including: Free ACH, Online Account Payment, Phone (either with our IVR system or live agent).” The payment coupon was to be detached and returned to Defendant by U.S. Mail with payment. It provided instructions on how to make a payment and directions on setting up automatic payments. The back of the Statement contained various statements about payments, options, insurance and property taxes. The back of the Statement also contained a disclaimer pertinent to the case. The disclaimer stated:

If you are a customer in bankruptcy or a consumer who has received a bankruptcy Discharge of the debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

42. The debt demand communication was followed by telephone calls from debt collectors employed by Shellpoint Mortgage Servicing, Inc., to Ms. Williams, in an effort to collect a debt. The debt collectors’ telephone number was identified by caller ID as 1-832-775-7633. The debt collectors called Ms. Williams’ home on May 23, 2016, on two occasions at 12:35 p.m. and 1:05 p.m.; on May 24, 2016 at 4:32 p.m.; May 25, 2016 at 11:44 a.m., [“Oscar”]; June 6, 2016 at 3:40 p.m. [“Crystal Trotter”]; June 23, 2016; June 28, 2016 at 9:50 a.m. [“Katrina”]; July 1, 2016 and July 14, 2016 [“Katrina”], all in an effort to collect a debt. On the last telephone call, a debt collector referred to as Katrina, contacted Ms. Williams regarding the

mortgage debt. When Ms. Williams instructed Katrina that she was not interested, Katrina informed her that she would send the matter to collections.

43. On June 7, 2016, the Circuit Court entered a Final Judgment of Foreclosure and scheduled a sale date of October 5, 2016. [Id. Doc. #52]. The highest bidder at the judicial sale was the National Federal Mortgage Association.

44. On July 22, 2016, by correspondence, the defendant gave notice to Plaintiff that it intended to commence foreclosure on her home mortgage loan. The correspondence cited the loan number, the principal balance of the loan, and the street address of the real property. Defendant also stated that it may seek a deficiency judgment against Ms. Williams if there were insufficient proceeds from the foreclosure sale (*Exhibit "C"*). The back of the Statement also contained a disclaimer pertinent to the case. The disclaimer stated:

If you are a customer in bankruptcy or a consumer who has received a bankruptcy Discharge of the debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

45. At all times material to this complaint, Defendant was a "debt collector" as defined under Fla. Stat. § 559.55(6), since the debts at issue were all in default at the time Defendant acquired and/or began servicing them.

46. At all times material herein, Plaintiff and others similarly situated were "debtors" as defined by Fla. Stat. § 559.55(2).

47. At all times material herein, Plaintiff's debt and the debt of others similarly situated were "debts" or "consumer debts" as defined by Fla. Stat. § 559.55(1).

48. The FCCPA, section 559.72(9) provides:

In collecting consumer debts, no person shall:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

Fla. Stat. § 559.72(9) (emphasis added).

49. The billing letters sent to Plaintiff and others similarly situated by Defendant attempt to collect a debt.

50. However, Defendant had no legal right to seek collection of any amounts from Plaintiff and others similarly situated, and was in fact enjoined from doing so pursuant to the bankruptcy discharges of the subject amounts.

51. By attempting to collect debts previously discharged in bankruptcy, Defendant violated Fla. Stat. § 559.72(9) by claiming and attempting to enforce a debt which was not legitimate and not due and owing.

52. As a direct and proximate result of Defendant's FCCPA violations, Plaintiff and others similarly situated have been harmed. Plaintiff and the Class are entitled to actual damages, statutory damages and attorney's fees and costs pursuant to Fla. Stat. § 559.77(2).

COUNT III – THE DECLARATORY JUDGMENT ACT 28 U.S.C. §§ 2201-2201

53. The Declaratory Judgment Act, 28 U.S.C. §§ 2201-2201, offers a unique mechanism by which a party may seek to remedy ongoing violations of statutory provisions and to prevent ongoing harm in form of declaratory and injunctive relief.

54. Specifically, the Declaratory Judgment Act reads:

In a case of actual controversy within its jurisdiction...any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be

sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

Further necessary or proper relief based on a declaratory judgment or decree may be granted, after reasonable notice and hearing, against any adverse party whose rights have been determined by such judgment.

28 U.S.C. §§ 2201-2201

55. Plaintiff took out a loan from Amnet Mortgage, Inc., for personal, family, or household services, specifically a mortgage loan on her home at 8428 McGirts Village Lane, Jacksonville, Florida 32210.

56. Ms. Williams filed for Chapter 7 Bankruptcy in 2011.

57. The Bankruptcy Code recognizes the vulnerabilities of debtors and implements a strict procedure for reaffirmations of debt by debtors under 11 U.S.C. § 524 (c) which requires public and timely filing of the agreement, that the debtor be given written disclosures and provides the debtor an opportunity to rescind the reaffirmation agreement. All of these protections are designed to make sure a debtor does not forfeit the fresh start provided by a bankruptcy.

58. No reaffirmation agreement was ever exchanged, agreed to or filed with the Bankruptcy Court with respect to the subject mortgage as between Plaintiff and FNMA as the mortgage holder or its mortgage servicing agent, Shellpoint Mortgage.

59. On April 5, 2012, the U.S. Bankruptcy Court entered its Discharge of Debtor and the note and underlying debt secured by the subject mortgage became uncollectable. Citicorp Trust Bank was notified via mail of the status of the debt by the Jacksonville Division Middle District Clerk of Court. (*Exhibit "A"*). Pursuant to the Chapter 7 bankruptcy discharge

order, Plaintiff was fully released from any and all personal monetary liabilities on the subject loan.

60. Sometime thereafter, the debt was transferred or assigned to the Defendant for servicing.

61. Frequently lenders and mortgage servicers abuse the debtors' vulnerability after the discharge and ignore the bankruptcy code requirements and the discharge injunction by continuing to communicate with the debtor. The most vulnerable of debtors are typically the ones, such as Ms. Williams, who continued to reside in her home because the mortgage lender had not yet foreclosed on the house. The lender and servicer convey to the debtor they can remain in their home and stall or foreclosure and eviction from the home. Given the state of mind and financial limitations of the debtor, homeowners are frequently thrilled at the prospect of any potential to remain in their home. That is precisely what Defendant did to Ms. Williams in the instant case. To wit, Defendant communicated orally and in writing that Plaintiff should continue to pay money on the discharged debt so that she could live in the house.

62. Many of these communications clearly asserted that Ms. Williams owed a debt based on the mortgage loan, and were sent directly to Plaintiff at her home and not to her attorney of record. The communications cannot be construed as mere attempts to enforce the mortgage holders *in rem* rights to foreclose.

63. The Defendant has no legal right to collect any amount from the Plaintiff.

64. There is an actual controversy within the jurisdiction of this Court regarding whether Defendant's conduct in sending written communications which seek to collect money on a debt which was discharged in Bankruptcy violates the discharge order in the debtor's bankruptcy case, the FDCPA, and the FCCPA. The parties are in need of a declaration of their rights and responsibilities under Federal and Florida state law.

65. Plaintiff believes that Defendant has sought payment for debts previously discharged in bankruptcy in circumvention of existing federal court orders of bankruptcy courts, the FDCPA, and the FCCPA.

66. Defendant's conduct as described herein should be declared to be unlawful and improper.

67. Defendant should be enjoined from sending billing letters requesting payments for debts previously discharged in bankruptcy.

68. Defendant should be forced to disgorge all ill-gotten gains collected from consumers as a result of its unlawful conduct.

CLASS ALLEGATIONS

69. Plaintiff brings this claim pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself and a class defined as all Florida consumers who (a) had or have a residential mortgage loan serviced by Defendant which Defendant acquired when in default; (b) received a Chapter 7 discharge of the mortgage debt; (c) were sent a billing letter in substantially the same form as the Mortgage Statements found in composite IB (*Exhibit "B"*) by Defendant referencing a mortgage debt discharged in Bankruptcy. A subclass of individuals within the applicable statutes of limitations for each claim is also appropriate.

70. The class is so numerous that joinder of all members is impractical. Defendant routinely uses a form document attached hereto as the Mortgage Billing Statement found in composite (*Exhibit "B"*) during the course of its collection on delinquent debts. Defendant uses the same form letter in connection with its collection efforts in hundreds if not thousands of instances. Given the percentage of consumers who filed for Bankruptcy during the appropriate time frame, it is reasonable to presume that there are hundreds of class members.

71. There are questions of law and fact common to the class, which questions predominate over any questions affecting only individual members. The principal issues raised by this claim are whether Defendant's letter violates the FDCPA, the FCCPA, and the common language of the debtor's bankruptcy discharge injunction.

72. The Plaintiff's claim is typical of those of the class members. All are entitled to relief by virtue of Defendant's violations of the consumer protection statutes raised in Plaintiff's Complaint.

73. The Plaintiff will fairly and adequately protect the interests of the class. She has retained counsel experienced in class actions as well as the handling of actions involving unlawful business practices. Neither Plaintiff nor her counsel has any interests antagonistic to the Class or which might cause her not to vigorously pursue this action.

74. Certification of a class under Rule 23(b)(2) is appropriate since the Defendant has acted on grounds that apply generally to the class so that final injunctive and declaratory relief is appropriate.

75. Certification of a class under Rule 23(b)(3) is appropriate, in that a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The interests of the class members in individually controlling the prosecution and defense of separate actions is minimal, in that the class members are unlikely to be aware that their rights were violated and that individual actions are uneconomical. Difficulties likely to be encountered in managing this class action are substantially less than those that are involved in other types of cases routinely certified as class actions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter an Order:

A. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing the undersigned Counsel as Class Counsel;

B. Adjudging that Defendant violated the FDCPA sections enumerated above, and awarding Plaintiff and Class members actual damages in the form of money paid to Defendant on the discharged debt and statutory damages pursuant to 15 U.S.C. § 1692k;

C. Adjudging that Defendant violated the FCCPA, Fla. Stat. § 559.72(9), and awarding Plaintiff and Class members actual and statutory damages pursuant to Florida Statutes § 559.77(2);

D. Declaring that Defendant's attempt to collect debts previously discharged in bankruptcy is unlawful;

E. Enjoining Defendant from sending billing letters similar to (*Exhibit "B"*) in the manner described in this lawsuit;

F. Ordering disgorgement of all ill-gotten sums collected in violation law;

G. Awarding Plaintiff, and all those similarly situated, reasonable attorney's fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3), and Florida Statutes § 559.77(2);

H. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and

I. Awarding such other and further relief as the Court may deem just and proper.

Dated: February 3, 2017

MAX STORY, P.A.

/s/ Max Story

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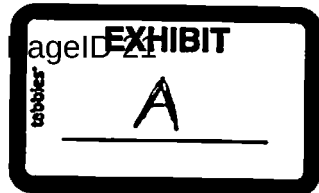
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bwarwick@varnellandwarwick.com

kstroy@varnellandwarwick.com

Attorneys for Plaintiff



United States Bankruptcy Court
Middle District of Florida

In re:
Joyce Fudge
Debtor

Case No. 11-08126-PMG
Chapter 7

CERTIFICATE OF NOTICE

District/off: 113A-3

User: dwanda
Form ID: B18

Page 1 of 3
Total Noticed: 36

Date Rcvd: Apr 05, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 07, 2012.

- db +Joyce Fudge, 8428 McGirts Village Lane, Jacksonville, FL 32210-0425
- cr +Seterus Inc, Law Offices of Marshall C. Watson, PA, 1800 NW 49th Street Suite 120, Fort Lauderdale, FL 33309-3092
- 21242966 +ASHRO, 3650 Milwaukee Street, Madison, WI 53714-2304
- 21242965 +Amex Dsnb, 9111 Duke Blvd, Mason, OH 45040-8999
- 21242969 +Chela/Sallie Mae, Attn: Claims Department, Po Box 9500, Wilkes-Barre, PA 18773-9500
- 21242971 +Community 1st Cu/cenla, 637 N Lee St, Jacksonville, FL 32204-1141
- 21242973 +Creditors Interchange, 80 Holtz Drive, Buffalo, NY 14225-1470
- 21242962 +Duval County Tax Collector, 231 Forsyth St. #130, Jacksonville FL 32202-3380
- 21242975 +Home Depot, PO Box 653000, Dallas, TX 75265-3000
- 21242977 +Lisa Fudge, 8050 103rd St Apt M2, Jacksonville, FL 32210-6650
- 21242978 +Louis Williams, 8234 Zerita Court, Jacksonville, FL 32210-3450
- 21529294 +McGirts Village Owners Assoc, 2955 Hartley Road, Suite 108, Jacksonville, FL 32257-6284
- 21491101 +McGirts Village Owners Association, Inc., 2955 Hartley, Suite 108, Jacksonville, FL 32257-6284
- 21566005 +McGirts Village Owners Assoc, 2955 Hartley Road, Suite 108, Jacksonville, FL 32257-6284
- 21242980 +Monarch Recovery Management, 10965 Decatur Road, Philadelphia, PA 19154-3210
- 21242982 +Seterus, 14523 Sw Millikan Way St, Beaverton, OR 97005-2352

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- tr EDI: EPIQSYS.COM Apr 05 2012 22:58:00 Gordon P. Jones, P O Box 600459, Jacksonville, FL 32260-0459
- 21242967 +EDI: BANKAMER2.COM Apr 05 2012 22:58:00 Bank Of America, Po Box 17054, Wilmington, DE 19850-7054
- 21242968 +EDI: CHASE.COM Apr 05 2012 22:58:00 Chase, Po Box 15298, Wilmington, DE 19850-5298
- 21533290 EDI: CHASE.COM Apr 05 2012 22:58:00 Chase Bank USA, N.A., PO Box 15145, Wilmington, DE 19850-5145
- 21242970 +EDI: CITICORP.COM Apr 05 2012 22:58:00 Citibank Usa, Citicorp Credit Services/Attn: Centraliz, Po Box 20363, Kansas City, MO 64195-0363
- 21748197 +E-mail/Text: bknotifications@clcufl.org Apr 06 2012 00:27:43 Community First Credit Union, P.O. Box 2304, Jacksonville, FL 32203-2304
- 21242972 +E-mail/Text: bknotifications@clcufl.org Apr 06 2012 00:27:43 Community First Cu Of, 623 N Main St, Jacksonville, FL 32202-3011
- 21576351 EDI: BANKAMER2.COM Apr 05 2012 22:58:00 FIA Card Services, N.A. as successor to, Bank of America, N.A. (USA), and MBNA America Bank, N.A., PO Box 15102, Wilmington, DE 19886-5102
- 21242963 EDI: FLDEPREV.COM Apr 05 2012 22:58:00 Florida Dept. of Revenue, Bankruptcy Unit, P.O. Box 6668, Tallahassee, FL 32314-6668
- 21670558 EDI: RECOVERYCORP.COM Apr 05 2012 22:58:00 GE Capital Retail Bank, c/o Recovery Management Systems Corp, 25 SE 2nd Ave Suite 1120, Miami FL 33131-1605
- 21242974 +EDI: RMSC.COM Apr 05 2012 22:58:00 Gemb/JC Penny, Attention: Bankruptcy, Po Box 103104, Roswell, GA 30076-9104
- 21242976 EDI: IRS.COM Apr 05 2012 22:58:00 Internal Revenue Service, Attention: Special Procedur, 400 W. Bay St., Stop 5730, Jacksonville, FL 32202
- 21242979 +EDI: TSYS2.COM Apr 05 2012 22:58:00 Macy's, PO Box 183084, Columbus, OH 43218-3084
- 21657299 E-mail/Text: bnc-quantum@quantum3group.com Apr 06 2012 00:44:58 Quantum3 Group LLC as agent for, World Financial Network National Bank, PO Box 788, Kirkland, WA 98083-0788
- 21629164 +EDI: SALMAESERVICING.COM Apr 05 2012 22:58:00 Sallie Mae, c/o Sallie Mae Inc., 220 Lasley Ave., Wilkes-Barre, PA 18706-1496
- 21242981 +EDI: SEARS.COM Apr 05 2012 22:58:00 Sears/cbna, 701 E 60th St. North, Sioux Falls, SD 57104-0432
- 21242964 +E-mail/Text: ustp.region21.or.ecf@usdoj.gov Apr 06 2012 00:09:33 United States Trustee, 135 W Central Blvd, Suite 620, Orlando, FL 32801-2440
- 21242983 +EDI: WFNNB.COM Apr 05 2012 22:58:00 Wfnnb/Jessica London, Attention: Bankruptcy, P.O. Box 182686, Columbus, OH 43218-2686
- 21242984 +EDI: WFNNB.COM Apr 05 2012 22:58:00 Wfnnb/roamans, PO Box 182273, Columbus, OH 43218-2273
- 21242985 +EDI: WFNNB.COM Apr 05 2012 22:58:00 Wfnnb/tsa, Attention: Bankruptcy, Po Box 182686, Columbus, OH 43218-2686

TOTAL: 20

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

- atyt* Gordon P. Jones, P.O. Box 600459, Jacksonville, FL 32260-0459
- traty* +Gordon P Jones, PO Box 600459, Jacksonville, FL 32260-0459

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

District/off: 113A-3

User: dwanda
Form ID: B18

Page 2 of 3
Total Noticed: 36

Date Rcvd: Apr 05, 2012

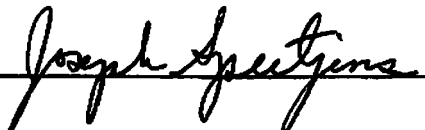
***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contain : the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 07, 2012

Signature: _____

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.

District/off: 113A-3

User: dwanda
Form ID: B18

Page 3 of 3
Total Noticed: 36

Date Rcvd: Apr 05, 2012

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 5, 2012 at the address(es) listed below:

Antonio Alonso on behalf of Creditor Seterus Inc antonio.alonso@marshallwatson.com,
jairo.garcia@marshallwatson.com;BKMailFromCourt@MarshallWatson.com
Gordon P. Jones on behalf of Trustee Gordon Jones gjones@epitrustee.com
Gordon P. Jones gjones@epitrustee.com, gjones@ecf.epiqsystem.com
Max Story on behalf of Debtor Joyce Fudge max@collinsstorylaw.com, jwasik@collinsstorylaw.com
United States Trustee - JAX 13/7 USTP.Region21.OR.ECF@usdoj.gov

TOTAL: 5

Form B18 (Official Form 18)(12/07)

United States Bankruptcy Court

Middle District of Florida

Case No. 3:11-bk-08126-PMG

Chapter 7

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Joyce Fudge
aka Joyce Williams
8428 McGirts Village Lane
Jacksonville, FL 32210

Social Security No.:

xxx-xx-1909

Employer's Tax I.D. No.:

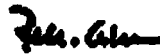
DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT



Dated: April 5, 2012

Paul M. Glenn
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

FORM B18 continued (12/07)

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

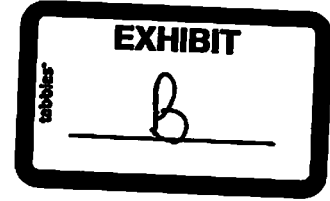
- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.



Phone Number: 800-365-7107
Fax: 866-467-1137
www.shellpointmtg.com

Mon - Fri:8:00AM-10:00PM
Sat:8:00AM-3:00PM



May 20, 2016

Re: Property Address: 8428 MCGIRTS VILLAGE JACKSONVILLE, FL 32210

Dear Joyce M Williams:

Shellpoint Mortgage Servicing would like to welcome you and inform you that effective 05/16/2016, the servicing of your loan has been transferred from Seterus, Inc. to Shellpoint Mortgage Servicing. At Shellpoint, we believe trust, integrity and sound practices are the cornerstones of relationships, and are committed to providing you with quality service and an exceptional experience unlike any other.

Shellpoint Mortgage Servicing, understands mortgages can seem complex, and it is our responsibility to provide you with as many tools and options to make it as simple and easy for you as possible. Our Customer Care Team has an immense amount of knowledge and are here to address all your concerns. If you have any questions regarding your mortgage loan, your payment or have any other concerns, please call us at 800-365-7107. Our live agents are available between the hours of 8:00AM-10:00PM Monday through Friday, and 8:00AM-3:00PM on Saturdays (EST). It is our pleasure to speak with you any time you need us.

You may also visit our website at www.shellpointmtg.com where you will find additional information regarding mortgages. Once you create an account, you will have online access to make payments, view statements and even chat with a live agent to address any question you may have.

Despite mortgages seeming complicated, we believe servicing our customers shouldn't be. With that in mind, please feel free to use the payment coupon below to send us your first payment. We offer several easy payment options, including:

- Free ACH
- Online Account Payment
- Phone (either with our IVR system or live agent)

Shellpoint Mortgage Servicing welcomes you and is excited to have you as our valued customer.

Sincerely,
Shellpoint Mortgage Servicing

✗ Detach Temporary Payment Coupon And Return With Payment ✗

PAYMENT COUPON

Loan Number	
First Payment Due Date:	05/01/2011
Monthly Payment Amount:	\$ 663.95
Amount Enclosed:	\$

P.O. BOX 1410
TROY, MI 48099-1410
RETURN SERVICE REQUESTED



S-SFRECS20 L-10-M R-101
P5P0VX00200510 - 673767764 104074

JOYCE M WILLIAMS
8428 MCGIRTS VILLAGE LN
JACKSONVILLE FL 32210-0425

Please mail your payment and this coupon to:

SHELLPOINT MORTGAGE-SERVICING
P.O. BOX 740039
CINCINNATI, OH 45274-0039

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

Shellpoint Welcome Package, page 2

Shellpoint Loan ID:

Helping You Manage Your Mortgage

To ensure a smooth transfer, please review the following important information regarding your loan payments. Our records indicate that your 05/01/2011 payment is due. You will receive a Billing Statement from Shellpoint Mortgage Servicing each month, and effective 05/16/2016, please begin sending your mortgage payments to us using one of the options below. As of the date of this letter, the principal balance is \$80,501.47 and your escrow balance is \$-6,554.72.

Easy Ways to Pay

FREE Automatic Draft (ACH): Sign up online at www.shellpointmtg.com. Our ACH options are:

- Monthly – Choose your date (1st - 15th)
- Bi-weekly – Draft half every other Monday

Online: You can make one-time payments when you sign up online at www.shellpointmtg.com

Mail:

Shellpoint Mortgage Servicing
P.O. Box 740039
Cincinnati, OH 45274-0039

Phone: Payments can be made over the phone through our automated system or with a live representative at 800-365-7107

Loan Information

To help simplify the management of your mortgage, we have provided the following breakdown to use as an easy reference.

Terms of Your Mortgage

Loan Number	
Loan Origination Date	11/19/2007
Original Loan Amount	\$83,920.00
Current Interest Rate	6.625%
Term	360 months
Maturity Date	12/01/2037

Current Balances

Principal Balance	\$80,501.47
Escrow Balance	\$-6,554.72

Payment Details

Due Date	05/01/2011
Principal and Interest	\$537.35
Escrow	\$126.80
Total Monthly Payment	\$663.95

Reach Out to Us



Call
800-365-7107



Live Chat
[www.shellpointmtg.com/
chat-disclaimer](http://www.shellpointmtg.com/chat-disclaimer)



Secure Email
[www.shellpointmtg.com/
contact-us](http://www.shellpointmtg.com/contact-us)

FAQs

Will my previous servicer still accept my payments?	The date that your previous servicer will stop accepting payments from you is 5/15/2016. We will begin accepting payments from you on 05/16/2016. Please send all payments due on or after that date.
What if I make a payment to my previous servicer?	Your previous servicer will forward your payment to us and it will be applied towards the date due.
I previously had ACH, will it transfer over?	No. You will need to set up a new ACH by creating an account on www.shellpointmg.com or calling our Customer Care Team.
How can I make payments to you?	Payments can be made by check, online, with a live Customer Care Agent, through our automated IVR, wire transfer, or by setting up a monthly or bi-weekly ACH.
What if my payment is due during this transfer?	Please make your payments to Shellpoint Mortgage Servicing using one of the options above. It is important to continue making your monthly payments; however, during the first 60 days of transfer you will neither be reported to the credit bureaus nor incur any late fees.
What if I have more than one loan?	This letter refers only to loan number 0571616893. If more than one loan is transferring to Shellpoint Mortgage Servicing we will send you a Welcome Letter and information for each loan. When making payments, please send the correct loan amounts separately, referencing each account.

Except in limited circumstances, the law requires your present servicer to send notice at least 15 days before the effective date of transfer or at closing. Your new servicer must also send you this notice no later than 15 days after the effective date or transfer date or at closing. The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage, other than the terms directly related to the servicing of your loan (e.g. payments and inquiries).

If you pay by check, you are authorizing Shellpoint Mortgage Servicing to use the check information to make a one-time electronic debit for each check presented, from the account at the financial institution designated on the check. This electronic debit will be for the exact amount indicated on the check.

By January 31 of each year, Shellpoint Mortgage Servicing provides an Annual Tax and Interest Statement for IRS reporting on the portion of the previous year that Shellpoint Mortgage Servicing serviced your loan. If your loan is currently escrowed for taxes and/or insurance, Shellpoint Mortgage Servicing is required by law to analyze your loan. Shellpoint Mortgage Servicing will notify you in writing if your payment amount changes.


Premiums for mortgage life, accidental death or disability insurance will not be transferred from your previous servicer. You may contact your carrier for arrangements to maintain your coverage through direct billing. Please contact your previous servicer if you are unsure of your carrier's name.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605)

Section 6 of RESPA (12 USC 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within five (5) business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name, account number and reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to Shellpoint Mortgage Servicing, P.O. Box 10826, Greenville, SC 29803-0826 or you can call 800-365-7107.

Shellpoint Welcome Package, page 5

Shellpoint Loan ID:

No later than thirty (30) business days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 30-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. 

A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. If you have any questions for your previous servicer, Seterus, Inc., about your mortgage loan or this transfer, please contact them using the following information:

Seterus, Inc.,
PO Box 1077
Hartford, CT 06143
866-570-5277

Please read the following important notices as they may affect your rights.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource and the United States Armed Forces Legal Assistance or other similar agencies.

The following is a Spanish translation of the information previously provided:

Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

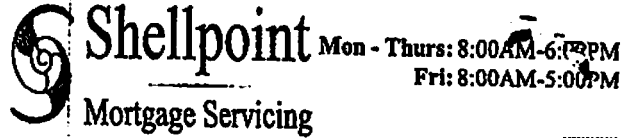
Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

Atención uniformados y dependientes: la Ley federal de Ayuda Civil para Uniformados y algunas leyes estatales brindan importantes protecciones para usted, que incluyen protecciones para las tasas de interés y la prohibición de las ejecuciones hipotecarias en la mayoría de las circunstancias durante y doce meses después del servicio militar u otro tipo de servicio. Hay consejería para los uniformados disponible de Military OneSource y de United States Armed Forces Legal Assistance (Asistencia jurídica para las Fuerzas Armadas de los Estados Unidos) u otros organismos similares.

Shellpoint Welcome Package, page 6

Shellpoint Loan ID:

P.O. BOX 1410
TROY, MI 48099-1410
RETURN SERVICE REQUESTED



Phone Number: 866-825-2174
Fax: 866-467-1187
e-Mail: Lossmitigation@shellpointmtg.com



S-SFRECS20 L-1303 R-106
P5W18R00200659 - 673890649 I01318
JOYCE M WILLIAMS
8428 MCGIRTS VILLAGE LN
JACKSONVILLE FL 32210-0425

Loan Number:	0571616893
Principal Balance:	\$80,501.47
Property:	8428 Mcgirts Village Jacksonville, FL 32210



07/22/2016

Dear Joyce M Williams:

The above referenced mortgage loan serviced by Shellpoint Mortgage Servicing ("Shellpoint"), on the above referenced property is in default and foreclosure proceedings have or may soon commence. Because you have not taken steps to resolve the delinquency, we have been instructed by the owner of your mortgage loan to commence foreclosure.

In addition to foreclosing on the property, the owner of the mortgage loan may seek a deficiency judgment against you if the proceeds from the foreclosure sale do not pay off the amount you owe on the mortgage loan.

Foreclosure Alternatives

If you are unable to pay your mortgage loan because of a financial hardship, there are options that may be available to you—such as a loan modification or other foreclosure alternatives, including short sale or deed-in-lieu of foreclosure.

You may have received a Borrower Solicitation Package. It is not too late for you to be evaluated for an alternative to foreclosure even if you previously expressed that you were not interested in a foreclosure alternative. If you did not receive or no longer have in your possession the Borrower Solicitation Package, you should contact Shellpoint to obtain another package. You can contact Karina Gomez at the telephone number and address listed below.

Shellpoint Mortgage Servicing
ATTN: Loss Mitigation Department
P.O. Box 10826
MS: 157
Greenville, SC 29603-0826
Telephone: 866-545-0579 ext. 7633

Your Borrower Response Package must be completed and sent to Shellpoint in order to be considered for alternatives to foreclosure. Shellpoint's contact information for submitting a complete Borrower Response Package is below:

Shellpoint Mortgage Servicing
ATTN: Loss Mitigation Department
P.O. Box 10826
MS: 157
Greenville, SC 29603-0826
Telephone: 866-545-0579 ext. 7633

If you have been previously denied a loan modification, and you are contemplating an appeal or have a pending appeal of this denial, you may submit a loan modification application in lieu of this appeal within 30 days after the date of this notice.

HUD-approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fo/> to find a counselor near you or by calling 1(888)995-HOPE (4673).

Sincerely,
Shellpoint Mortgage Servicing

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

JS 44 (Rev. 11/15)

CIVIL COVER SHEET 3:17-CV-157-J-25JRK

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 Joyce Fude Williams</p> <p>(b) County of Residence of First Listed Plaintiff <u>Duval</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Max Story, Florida Bar No: 527238 Janet R. Varnell, FBN: 0071072 328 2nd Avenue North, Suite 100, Brian W. Warwick, FBN: 0805573 Jacksonville Beach, FL 32250 Varnell & Warwick, P.A. (904) 372-4109 P.O. Box 1870, Lady Lake, FL 32158</p>	<p>DEFENDANTS New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, Inc.</p> <p>County of Residence of First Listed Defendant <u>Outside This District</u> <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 (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2</td> <td>DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>PTF <input type="checkbox"/> 5</td> <td>DEF <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3</td> <td>DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6</td> <td>DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2	DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5	DEF <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3	DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6	DEF <input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	PTF <input type="checkbox"/> 2	DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5	DEF <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3	DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6	DEF <input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)			FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p>	<p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p>	<p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 IIIA (1395f)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input checked="" type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities Commodities/ Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutional of State Statutes</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/ Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p>Other:</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>	<p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutional of State Statutes</p>	

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):
15 USC Section 1692

Brief description of cause:
Fair Debt Collection Practices Act

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

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

DATE 2/8/17 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT \$400.00 APPLYING IFP _____ JUDGE 25 MAG. JUDGE JRK

JAX022980

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Shellpoint Mortgage Servicing Facing FDCPA Class Action](#)
