

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA,

CASE NO.:502017CA003860XXXXMB AG

HSBC BANK USA, NATIONAL ASSOCIATION  
AS TRUSTEE FOR SG MORTGAGE  
SECURITIES TRUST 2005 OPTI  
ASSET-BACKED CERTIFICATE SERIES 2005,

Plaintiff/Counter-Defendant,

vs.

MONIQUE L'ITALIEN, and STEFANIE L'ITALIEN,  
etc., et. ux., et al.,

Defendants/Counter-Plaintiffs

vs.

HSBC BANK USA, NATIONAL ASSOCIATION  
AS TRUSTEE FOR SG MORTGAGE  
SECURITIES TRUST 2005 OPTI  
ASSET-BACKED CERTIFICATE SERIES 2005,  
and OCWEN LOAN SERVICING, LLC.,

Defendants-in-Counterclaim

**COUNTER-PLAINTIFF'S AMENDED MOTION FOR CLASS CERTIFICATION  
AND SUPPORTING MEMORANDUM OF LAW**

Defendant/Counter-Plaintiff, MONIQUE L'ITALIEN (hereinafter, "L'Italien"), on behalf of herself and all others similarly situated within the State of Florida, pursuant to Florida Rule of Civil Procedure 1.220, requests that this Court certify that L'Italien's Third Amended Counterclaim (TAC) shall be maintained as a class action for the benefit of the proposed class as described below.

**I. INTRODUCTION**

1. In consideration of a motion for class certification, the Court should focus on the prerequisites for class certification and not on the merits of a cause of action. See *Sosa v. Safeway Premium Finance Co.*, 73 So. 3d 91, 105 (Fla. 2011); *Morgan v. Coats*, 33 So. 3d 59, 63-64 (Fla. 2d DCA 2010). Nonetheless, the court may consider evidence on the merits as it applies to the class certification requirements. *Sosa*, supra. 73 So.3d at 105-06. The proponent of class certification has the burden of pleading and proving the elements required under Rule 1.220. See *Sosa*, 73 So. 3d at 106. Those prerequisites are Numerosity, Commonality, Typicality and Adequacy of Representation. See Fla. R. Civ. P. 1.220(a).

2. In the Third Amended Counterclaim, L'Italien alleges that the mortgage account statements (hereinafter "MAS") sent by Ocwen to L'Italien and to the putative class members are debt collection communications through which Ocwen attempts to collect certain charges. L'Italien alleges that these charges are improper, and in violation of both the Florida Deceptive Unfair Trade Practices Act (FDUTPA), section 501.201 *et. seq.* and the Florida Consumer Collection Practices Act (FCCPA), sections 559.55 *et. seq.* L'Italien also alleges that Ocwen's attempt to collect certain charges through the MAS, and then if unpaid, to add those charges to the borrower's debt, breaches the standard terms of the mortgage contract with the lender, HSBC BANK USA.

3. The specific charges L'Italien challenges include the following:

1. Fees for the service of process on unknown spouses and unknown tenants;
2. Attorneys' fees for legal work that never took place;
3. Property maintenance expenses where no property maintenance was performed, and;

4. Mortgage payments that were not due when the payment was demanded.<sup>1</sup>

4. For class certification purposes, the Court's primary focus is whether other borrowers were also subjected to improper and illegal charges in MASs from Ocwen. Significantly, Ocwen's designated corporate representatives testified that Ocwen's actions toward L'Italien were in accordance with Ocwen's standard policies and practices. This is illustrated by the testimony of corporate representative Michael Cook:

**Q:** Were all of the actions of Ocwen in its interaction with Monique L'Italien in accordance with the standard policies and practices of Ocwen?

**OBJECTION:** DELETED

**WITNESS:** Based on my preparation for this deposition, I didn't see anything outside that.

(Cook dep. p. 233).

5. Ocwen's other designated corporate representatives, Jason Jastremski and Gina Feezer, confirmed that Ocwen's actions toward L'Italien regarding these charges, were in accordance with Ocwen's standard policies and practices. (Jastremski dep. p. 120; Feezer dep. p. 184). This testimony establishes that L'Italien's claims arise from the same practices or course of conduct that give rise to the claims of the putative class members, so that the class certification is warranted. See *Sosa*, 73 So. 3d at 107.

## II. COMMON PRACTICES APPLICABLE TO ALL MEMBERS OF THE CLASS

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<sup>1</sup> The Court has previously ruled that there are genuine issues of fact as to whether the MAS is a debt collection communication that must comply with the statutes governing unfair trade practices, and unfair debt collection practices (D.E. 293). The Court has also found that there are genuine issues of fact as to whether the above-mentioned charges are improper and violate FDUPTA and the FCCPA. *Id.* Finally, the Court ruled that there is a genuine issue of fact as to whether the attempt to collect these charges and add them to L'Italien's debt breached the mortgage contract. *Id.*

**A. The Mortgage Account Statements Contain The Same Debt Collection Language**

6. Every MAS sent to L’Italien and to putative class members contains basically the same debt collection language. Ocwen’s corporate representative, Christopher Kennedy, confirmed that Ocwen uses the identical template for all MASs sent to borrowers. (See Exhibit 1 (97)<sup>2</sup> and Kennedy dep. pp. 10-11). Under the section entitled **Important information**, the MASs all state:

**Important Notice** - This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose...

**Important Credit Reporting Notification** - We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

See Template - Exhibit 1 (97) (emphasis in original); see also MASs dated May 17, 2017 – Exhibit 2 (25); June 19, 2017 – Exhibit 3 (29); July 17, 2017 — Exhibit 4 (31), and August 17, 2017 – Exhibit 5 (35).

7. Additionally, all of the MASs contain information relating to the total amount due, the due date, the outstanding principal balance, and the interest rate. *Id.* At the bottom of the MASs, there is a payment coupon indicating the amount due, with Ocwen’s address, and a section for “**Convenient Payment Options**”. *Id.* Therefore, whether the MAS is a debt collection communication is an issue that is common to both L’Italien and the class. See *Daniels v. Select Portfolio Servicing, Inc.*, 34 F.4<sup>th</sup> 1260 (11<sup>th</sup> Cir. 2022); *Lamirand v. Fay Servicing, LLC*, 38 F.4<sup>th</sup> 976 (11<sup>th</sup> Cir. 2022); and *Lear v. Select Portfolio Servicing, Inc.*, 309 F. Supp. 1237 (S.D. Fla. 2018).

**B. Service of Process Fees for an Unknown Spouse(s) and Unknown Tenant(s).**

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<sup>2</sup> The number in parenthesis following the exhibit number refers to the deposition exhibit number when applicable.

8. It is Ocwen's standard practice to charge borrowers for service or attempted service of process for an unknown tenant(s) and an unknown spouse(s). For example, in the MAS of May 17, 2017 (Exhibit 2 (25)), Ocwen charged L'Italien \$325.00 for service of process fees which included \$65.00 for an unknown spouse of Monique L'Italien, and \$65.00 for an unknown tenant. (See Exhibit 6 (26) – Service of Process Invoice). Additionally, L'Italien was charged \$65.00 for service on the unknown spouse of Stephanie L'Italien, the mother of Monique L'Italien. *Id.*

9. The standard practice regarding service of process fees was testified to by members of the Van Ness law firm, Ocwen's foreclosure counsel in the L'Italien case. The Van Ness law firm has represented Ocwen in mortgage foreclosure actions hundreds and maybe thousands of times since 2013. (See Friedman dep. p. 39; Exhibit 7 (61) (64)<sup>3</sup>; Exhibit 8). Both David Friedman, Van Ness' corporate representative, and Evan Heffner, the attorney assigned to L'Italien's case, testified that it was Ocwen's practice to always name in a residential foreclosure case an unknown tenant and issue a separate summons for said unknown tenant. (See Friedman dep. p. 59; Heffner dep. p. 169). They also testified that an unknown spouse is named in every residential foreclosure complaint and a separate summons is issued when Ocwen does not have information as to whether a single borrower has married. (See Friedman dep. p. 59; Heffner dep. pp. 167-169). After Ocwen confirms that its foreclosure lawyer had the unknown spouse/tenant summons issued, Ocwen demands the borrower to reimburse Ocwen for these service of process charges. Ocwen routinely includes the charges as part of the borrower's debt in the mortgage account statement. If the borrower does not pay the monthly MAS debt, including the service of

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<sup>3</sup> Exhibit 7 (61) (64) is a multipage notebook produced by Ocwen of service of process line-item invoices which indicates that the Van Ness law firm since 2013 has represented Ocwen over 4000 times which has been confirmed by Exhibit 8, Affidavit of James Bonfiglio.

process fees, Ocwen adds these charges to the borrowers' foreclosure debt. (See Exhibit 2 (25) and Cook Dep. pgs. 95-96 and 102-103).

10. It is also Ocwen's standard practice to utilize the process server to determine if a real spouse and/or real tenant exists. (Friedman dep. p. 82; Heffner dep. pp. 172-173). This is accomplished when the process server serves the named borrower and inquires whether the named borrower is married and if there are any tenants in possession of the property. *Id.* Ocwen, through its counsel, acknowledged that if the named borrower is served and asked, as required, whether the borrower is married, and the borrower responded in the negative, that would be noted on the borrower's return of service, and there would be no need to incur the expense for the issuance of a separate summons for an unknown spouse. (Friedman dep, pp. 87-88; Exhibit 9 (47A); Exhibit 10 (48A) - service returns for L'Italien and unknown spouse of L'Italien). The same procedure applies to service of process for an unknown tenant. If the named borrower conveys to the process server that there are no tenants, there would be no need to issue a separate summons and attempt service of process on an unknown tenant. (Friedman dep. p. 89; Exhibit 11 (51A) - service return for unknown tenant). Importantly, Ocwen's counsel agreed that under these circumstances, the service of process charge would be \$65.00 for the one summons and not \$195.00 for three summonses, which is Ocwen's standard charge. (Friedman dep. p. 101; Exhibit 6 – Provost Invoice (26)).

11. Ocwen's counsel also acknowledged that the only reason to obtain a separate summons for an unknown spouse and/or unknown tenant is to obtain jurisdiction over such persons, in the event that there actually is a real spouse or real tenant. (Friedman dep., pp. 87-91). However, L'Italien claims that this wrongly assumes that it is valid service of process to serve a real spouse or real tenant with a complaint and summons that is in the name of an "unknown

spouse” or “unknown tenant.” Ocwen’s counsel admitted that if it is not valid service to serve a real spouse or real tenant with an “unknown” summons and complaint, there would be no justification for the issuance of a separate summons for unknown spouses or unknown tenants. (Friedman dep. p. 97).

12. L’Italien asserts that service of process on an actual spouse or an actual tenant, with a summons for an unknown spouse or an unknown tenant is not valid service when the actual spouse or tenant is not named in the Complaint. See *Gilliam v. Smart*, 809 So. 2d 905, 907 (Fla. 1<sup>st</sup> DCA 2002); *Grantham v. Blount, Inc.*, 683 So. 2d 538 (Fla. 2<sup>nd</sup> DCA 1996); *Leibman v. Miami-Dade County Code Compliance Office*, 54 So. 3d 1043 (Fla. 3<sup>rd</sup> DCA 2011); *Unknown Person in Possession of the Subject Property v. MTDLQ Investors, L.P.*, 217 So. 3d 1193 (Fla. 3<sup>rd</sup> DCA 2017). As Professor Trawick, in his treatise on civil procedure explains, service of process using an unknown defendant and having the sheriff serve whomever he or she finds at the location of service **accomplishes nothing. “Parties have to be named except as otherwise authorized by statute.”** See Trawick, “Florida Practice and Procedure,” 2022 and 2023 editions, section 4.2 FN.6, pp. 40-42 (emphasis supplied).

Professor Trawick also makes clear that, **“Florida does not permit issuance of summons to unknown persons such as the practice in some states of issuing a summons to ‘John Doe.’”** *Id.* (emphasis supplied). In the footnote to this sentence, Professor Trawick cites *Grantham* and *Gilliam* and comments on foreclosure lawyers using this improper method of service:

The 2008 recession spawned numerous mortgage foreclosures in which the ignorant foreclosing lawyers designated defendants as “spouse 1; tenant 1;” and so forth. **This resulted in unnecessary costs.**

See Trawick, “Florida Practice and Procedure,” 2022 and 2023 editions, section 10.3, and F.N. 14, pp. 157, 153-155<sup>4</sup> (emphasis supplied).

These facts and legal principles demonstrate that L’Italien’s claims regarding these alleged improper service of process fees justify class certification because they arise from Ocwen’s common practice and course of conduct, and also give rise to the claims of the putative class based on the same legal theories. See *Sosa*, 73 So. 3d at 107.

**C. Charges for Attorneys’ Fees for Services Not Performed.**

13. In the May 17, 2017, MAS, Ocwen charged L’Italien \$690.00 for attorneys’ fees, for legal work allegedly performed after the complaint was filed through service of process. (Exhibit 2; Cook dep. pp. 211-214). When Ocwen’s corporate representative, Michael Cook, was asked to explain or identify the legal services which were performed to justify the \$690 charge, he was unable to do so, and deferred to Ocwen’s foreclosure counsel. (Cook dep. pp. 211-214). However, Ocwen’s foreclosure counsel testified that he was not aware of any legal work that was performed during this period of time. (Friedman dep. p. 167). The only activity Friedman was aware of was sending the summons to a process server and getting the returns back. *Id.* Friedman also testified that neither Ocwen nor Van Ness keep contemporaneous time records for residential foreclosure cases. (Friedman dep. pp. 31). It is important to point out that “[F]lorida courts have emphasized the importance of keeping accurate and current work records of work done and time spent on a case, particularly **when someone other than the client may pay the fees.**” See *Florida Patient Compensation Fund v. Rowe*, 472 So. 2d 1145, 1150 (Fla. 1985) (emphasis supplied). The only record of any alleged activity for this period of time is an Affidavit of Time and Effort which, in L’Italien’s case, was signed, sworn to, and filed by attorney Heffner. The activities listed in the

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<sup>4</sup> L’Italien has never been married and, even though she has had tenants in the past, at the time of service of process, there were no tenants residing on her property.



Affidavit that supposedly occurred after the filing of the complaint through service of process are the following:

**Review of Returns of Service. Communication with process server regarding additional service attempts or amended service returns as appropriate. Review affidavits of diligent search as needed. Review and revise service list. Preparation and filing of Notice of Action as needed. Review proof of publication as needed. Review and filing of notice of dropping defendants as appropriate. 1.25 hours.**

(Exhibit 12 (75); Heffner dep. p. 63 (emphasis supplied)).

14. However, Heffner has admitted that there were no additional service attempts or amended service returns and he had no recollection of any conversations with any process server. (Heffner dep. pp. 120-121). He also admitted that there were no affidavits of diligent search, no notices of action prepared or filed, and no proof of publication to be reviewed. (Heffner dep. p. 122). Importantly, **Heffner admitted that when he signed, swore to, and filed the Affidavit of Time and Effort, he knew that these activities never took place.** (Heffner dep. pp. 122-123).

15. The Affidavit of Time and Effort is a form affidavit created from a template commonly used by the Van Ness Law Firm when representing Ocwen in residential foreclosure cases, where Ocwen seeks attorneys' fees against a borrower. (Friedman dep. pp. 124, 149-150). Ocwen's counsel acknowledged that the template or form affidavit does not reflect the tasks that were actually performed in any individual case but is just "a summary of the tasks that are usually performed." (*Id.* and Friedman dep. pp. 122). When asked specifically about the Affidavit of Time and Effort in the present case, Ocwen's counsel admitted:

Q: So, does the Affidavit of Time and Effort reflect the activities that Mr. Heffner and/or the Van Ness Law Firm performed in this case?

A: The activities listed therein. **I would say probably not...**

(Friedman dep. pp. 123) (emphasis supplied).

16. Ocwen demands the borrower to reimburse Ocwen for these attorneys' fees charges for services not performed. Ocwen routinely includes these attorneys' fees charges as part of the borrower's debt in the mortgage account statements. If the borrower does not pay the monthly MAS debt, including the attorneys' fees, Ocwen adds these charges to the borrower's foreclosure debt. See Exhibit 2 (25). The charges are not based on the actual time expended but are calculated so that the total amount sought in attorneys' fees adds up to the amount Ocwen pays Van Ness as a flat fee, regardless of whether said activities were or were not performed. (*Id.* and Friedman dep. pp. 138, 150-151). Neither Ocwen nor its counsel adjusts, corrects, modifies, or makes any reduction in the amount of time, even when Ocwen knows the activities listed in the Affidavit did not occur. (*Id.* and Friedman dep. p. 133). The use of this form affidavit containing false entries is not an isolated incident but are typical of what occurs regularly in accordance with Ocwen's standard practice.<sup>5</sup>

17. L'Italien contends that this practice violates the principles established by the Florida Supreme Court when a party seeks attorneys' fees against an adverse party based on a statute or a contractual provision. See *Florida Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985); *Bell v. U.S.B. Acquisition Co., Inc.*, 734 So. 2d 403, 406 (Fla. 1999). These cases require a showing of the time spent on the actual services provided by the attorney(s), and a reasonable hourly rate, none of which Ocwen or its counsel provides. *Id.* Instead, Ocwen argues that since it compensates its counsel on a "flat fee amount," based on milestones completed, the requirements

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<sup>5</sup> Attached as Exhibit 13 (84) is another Affidavit of Time and Effort in a separate case, signed and sworn to by a different lawyer of the Van Ness Law Firm while representing Ocwen. (See *Id.* and see complaint in *HSBC Bank, USA v. Ciesielska*, Exhibit 14 (85). A comparison of the *Ciesielska* Affidavit and the *L'Italien* Affidavit demonstrates that the two Affidavits of Time and Effort contain the same activities, and virtually the same time amounts. These Affidavits are for the most part identical, spacing and all.

of *Rowe* and *Bell* do not apply. L'Italien disagrees because there are no exceptions in *Rowe* and *Bell* for residential foreclosure cases or for lenders, servicers, or their counsel. Moreover, the issue here is not how Ocwen compensates its foreclosure counsel. That is between Ocwen and Van Ness. Instead, what is at issue, is once Ocwen requires the borrower to reimburse Ocwen for these attorneys' fees, then Ocwen must comply with the principles established by the Florida Supreme Court. Furthermore, L'Italien contends that under no circumstances should Ocwen be reimbursed for attorneys' fees where the legal services were not performed. Ocwen knows that it is improper and illegitimate to seek attorneys' fees from a borrower when no legal services were performed. Ocwen's own written policy regarding attorneys' fees charged to borrowers' states:

1. Servicer may collect a default related fee **only if the fee is for reasonable and appropriate services actually rendered...**
2. Attorneys' fees ... [a]ttorneys' fees charged in connection with a foreclosure action, or a bankruptcy proceeding **shall only be for work actually performed** and shall not exceed reasonable and customary fees for such work.

(Exhibit 15 (63)).<sup>6</sup>

Thus, these facts and legal principles justify class certification because they are based on Ocwen's standard practices and course of conduct directed to both toward L'Italien and the putative members of the class. *Sosa*, 73 So. 3d at 107.

**D. Charging a Property Maintenance Expense Where no Maintenance Occurred.**

18. The MASs sent to borrowers like L'Italien contains a "**Charge – Property Maintenance Expense**" of \$250.00. (Exhibit 4 (31)). This charge was added to L'Italien's debt even though Ocwen has acknowledged that it performed no maintenance on the property. (Jastremski dep. p. 84). Ocwen now contends that this \$250.00 charge was not for property

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<sup>6</sup> This written policy comes from a policy notebook (Exhibit 15 (63)) which Ocwen has marked as confidential. Therefore, L'Italien will not file this exhibit but will only send it to the Court along with this motion.

maintenance but is a registration fee required by the City of West Palm Beach for property in foreclosure. (Jastremski dep. p. 85). The MASs sent to borrowers like L'Italien contains no explanation that this \$250.00 expense is a registration fee, and thus referring to it as a property maintenance expense is deceptive. Even Ocwen has recognized that this charge should not have been referred to as a property maintenance expense, and since 2018, Ocwen now refers to this charge in the MASs as a registration cost. (Jastremski dep. pp. 88-89).

19. Moreover, L'Italien claims that even as a registration fee, there was no justification for this charge. L'Italien's property is located in West Palm Beach. The West Palm Beach Ordinance at the time of this expense required a registration fee only when the property was vacant or abandoned, and Ocwen has admitted that L'Italien's property was never vacant or abandoned. (See Jastremski Dep, pp. 51-52).

20. The West Palm Beach City Ordinances applicable in July 2017 were sections 18-209 and 18-210. Section 18-209(s) provides:

**Registration by Owner. Every owner of vacant property shall register within the City by filing a registration application prescribed by the City within 10 days of vacancy.**

Vacant property is defined in Section 18-07 as follows.

*Vacant property* means any parcel of land in the City that contains any building or structure that **is not lawfully occupied or inhabited by human beings** as evidenced by the conditions set forth in the definition of "Evidence of Vacancy" above, which is without a lawful tenant or lawful occupant or without a certificate of occupancy...

(Emphasis supplied). As Ocwen has admitted L'Italien has always occupied her property; thus, registration under section 18-209 was never required, nor is there any evidence that the City of West Palm Beach ever required L'Italien to register her property.

Similarly, section 18-210(a) applies only to “abandoned real property” which incorporates the definition of vacant property:

**This section applies to abandoned real property located within the City** which property is in or has been in mortgage foreclosure or where ownership has been transferred to a lender or mortgagee by any legal method.

Section 18-207 defines abandoned real property as follows:

*Abandoned real property* means any real property that is **vacant and** is under a public notice of default or is pending a mortgage foreclosure or notice of mortgagee sale.

(Exhibit 16 (74) (emphasis supplied)).

21. Ocwen’s argument that property in foreclosure must be registered focuses on the clause under the definition of *Abandoned real property* that states, “or is pending a mortgage foreclosure.” However, one cannot ignore that the definition of abandoned real property starts off with the requirement that *Abandoned real property* “**means any real property that is vacant**”. (Emphasis supplied). Thus, for L’Italien’s property to be considered *Abandoned real property*, it had to be both “vacant” and “pending a mortgage foreclosure.” Otherwise, the ordinance would not contain the word “**and**” after “**vacant**” but would have the word “**or**.” It is well-established that a court lacks the power “to construe an unambiguous statute in a way which would extend, modify, or limit its expressed terms or its reasonable and obvious implications. To do so would be an abrogation of legislative power. See *Horwitz v. Plantation General Hospital*, 959 So. 2d 176, 182 (Fla. 2007) (*Holly v. Auld*, 450 So. 2d 217, 219 (Fla. 1984)).

22. Ocwen also argues that a later version of section 18-209 that went into effect in 2020 which did require that all property in foreclosure be registered, should apply retroactively. However, the Court has previously rejected this argument. (D.E. 293, pp. 30-31). Therefore, these charges, like service of process and attorneys’ fees, similarly, arise from Ocwen’s standard practice

and from its similar course of conduct toward L'Italien and the putative class, justifying satisfying commonality and typicality requirements for class certification of this claim. See *Sosa*, 73 So. 3d at 107.

**E. Attempting to Collect Mortgage Payments that are Not Yet Due.**

23. Ocwen's corporate representative, Kennedy, testified that the MAS sent to L'Italien attempts to collect mortgage payments that are not due as of the date of the MAS. In other words, the total amount due in the MAS, which states, "**Due Now**," is not accurate, since it contains a mortgage payment that is not due until the following month. (Kennedy dep. pp. 51-52, 62-63, 70). For example, the June 19, 2017, MAS states that the total amount **Due Now** is \$93,610.82. Kennedy confirmed that this amount includes the mortgage payment for July 2017, which was not yet due. (Exhibit 5; Kennedy dep. p. 62). He acknowledged that the MAS does not advise the borrower that the total amount "**Due Now**" includes the next month's mortgage payment. (Kennedy dep. pp. 62-63). This also applies to the amount required to reinstate one's mortgage. In the May 17, 2017, MAS, the reinstatement amount as of that date was identified as \$18,687.20. (Exhibit 2). Kennedy admitted that this amount includes the June 1, 2017, mortgage payment that was not yet due. (Exhibit 2; Kennedy dep. pp. 52, 54-55). Ocwen's attempt to collect amounts not due is in accordance with Ocwen's standard practice. Kennedy explained that there was nothing different or unique about the MAS sent to L'Italien from those sent to similar borrowers throughout Florida. (Kennedy dep. pp. 73-74).

24. L'Italien contends that it is improper to send a debt collection communication purporting to state the amount of the current debt when some of that amount is not yet due. See *Miller v. McCalla, Raymer et al.*, 214 F.3d 872, 875 (7<sup>th</sup> Cir. 2000). This practice violates the Federal Fair Debt Collection Practices Act ("FDCPA"), and it is no excuse that the amount of the

debt changes daily. See *Veach v. Sheeks*, 316 F.3d 390, 393 (7<sup>th</sup> Cir. 2003) (finding a violation of the FDCPA because the amount of the debt provision is designed to inform the debtor of what the current obligation is, not what the debt might be in the future).

Section 559.77(5), Florida Statutes requires the Court to give due consideration and great weight to the interpretations of federal courts relating to the Federal Fair Debt Collection Practices Act. Further, section 559.552 states in pertinent part that where there is an inconsistency between the FCCPA and the FDCPA, the provision which is more protective of the consumer or debtor shall prevail. Therefore, this claim would also warrant class certification.

### III. CLASS DEFINITION

25. The Third Amended Counterclaim, as well as the testimony from Ocwen's corporate representatives and its counsel, along with other discovery, support the following definition of the class and subclasses for which L'Italien respectfully requests certification:

All persons in the State of Florida whose mortgage contracts have been or are being serviced by Ocwen, acting on behalf of HSBC Bank and/or for other note or mortgage holders from February 15, 2014, until the present, where Ocwen attempted to collect through the mortgage account statements the following:

- A. Amounts for service of process for unknown spouse(s) and/or unknown tenant(s) in possession of subject property, or any such reference to unknown spouses or tenants such as "John Doe" or "Jane Doe."
- B. Amounts for attorneys' fees where legal services were not performed, such as the legal services alleged to have occurred after the filing of the complaint through service of process.
- C. Amounts for property maintenance where neither Ocwen nor anyone on Ocwen's behalf provided any maintenance on the subject property.
  - 1. The amount of a registration fee for properties located in West Palm Beach, Florida from 2014 to 2020, where the property owner never vacated or abandoned the property.

- D. The practice of attempting to collect mortgage payments for amounts that are not yet due.

#### IV. LEGAL AUTHORITY SUPPORTING CLASS CERTIFICATION

##### A. Standard for Class Certification.

26. To obtain class certification, L'Italien must satisfy all four elements of Florida Rule of Civil Procedure 1.220(a) and at least one element of Rule 1.220(b). *See Sosa*, 73 So. 3d at 103, 106. Even though the Court should focus on the requirements of class certification and not the merits of the case, the Court may consider evidence on the merits as it applies to the class certification requirements. *See Sosa*, 73 So. 3d at 105-106; *Freedom Life Ins. Co. of Am. v. Wallant*, 891 So. 2d 1109, 1115 (Fla. 4<sup>th</sup> DCA 2004). Importantly, trial courts should resolve any doubts in favor of certification. *See Sosa*, 73 So. 3d at 105.

27. Fla. R. Civ. P. 1.220(a) contains four prerequisites for class certification: (1) the class must be so numerous that joinder of all members is impractical (“numerosity”); (2) the class representative must raise questions of law or fact common to the claims of the class (“commonality”); (3) the class representative’s claims must be typical of the claims of the class (“typicality”); and (4) the class representative must fairly and adequately protect the interests of the class (“adequacy”). As discussed below, each of these requirements is satisfied in this case.

Prior to addressing individually, the class certification requirements, it should be noted that the Fourth District has previously affirmed class certification orders in two essentially identical cases, *Law Offices of David J. Stern, P.A. v. Banner*, 50 So.3d 1221 (Fla. 4<sup>th</sup> DCA 2010) and *Law Offices of David J. Stern v. Hewitt*, 106 So.3d 489 (Fla. 4<sup>th</sup> DCA 2013). Both cases were brought by residential mortgagors challenging improper service of process fees and mortgage payments not yet due, two of the four claims at issue here. In both cases, the trial court found that all the requirements for class certification were present, and the Fourth District affirmed, rejecting all



challenges to those orders. To present a colorful argument in opposition to this motion, Ocwen will have to present some basis to challenge those binding decisions.

**B. The Class is Sufficiently Numerous.**

28. Rule 1.220(a)(1) requires the class to be “so numerous that separate joinder of each member is impractical.” No specific number or precise count is necessary to satisfy the numerosity requirement, as long as L’Italien’s estimate is reasonable and not based on mere speculation. *See Sosa*, 73 So. 3d at 114. Generally, a class of over 40 members is presumed adequate. *See Cox v. American Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11<sup>th</sup> Cir. 1986).<sup>7</sup> Here, discovery has revealed that there are sufficient numbers of potential class members to satisfy the numerosity requirement. In fact, Ocwen has previously stipulated not to contest numerosity regarding the claims relating to service of process, attorney’s fees, and property maintenance expense. (D.E. 155). More importantly, Ocwen’s answer to the Third Amended Counterclaim admits that the “numerosity element under the law has been met” and refers back to the previous stipulation. (D.E. 214, ¶55). Therefore, numerosity has been established.

**C. Questions of Law and Fact are Common to the Class.**

29. The second requirement of Rule 1.220(a) is commonality. Commonality requires that L’Italien’s claims raise questions of law or fact common to the claims of each class member. “The primary concern in determining commonality is *whether the [class] representative members’ claims arise from the same [practice or] course of conduct* that gave rise to the other [claims of the other members of the class] and *whether the claims are based on the same legal theory.*” *Sosa*, 73 So. 3d at 107 (emphasis added). As the Florida Supreme Court explained:

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<sup>7</sup> Florida’s class action rule is based on Fed. R. Civ. P. 23, and Florida courts look to federal cases as persuasive authority. *See Inphynet Contracting Services, Inc. v. Soria*, 33 So. 3d 766, 770-71 (Fla. 4<sup>th</sup> DCA 2010).

**The threshold of the commonality requirement is not high.** See *Broin v. Philip Morris Cos., Inc.*, 641 So. 2d 888, 890 (Fla. 3d DCA 1994) (citing *Jenkins v. Raymark Indus., Inc.*, 782 F. 2d 468, 473 (5th Cir. 1986)). **A mere factual difference between class members does not necessarily preclude satisfaction of the commonality requirement.** See *Morgan*, 33 So. 3d at 64 (citing *Leszczynski v. Allianz, Inc.*, 176 F.R.D. 659, 671 (S.D. Fla. 1997)). **Individualized damage inquiries will also not preclude class certification.** See *id.* at 65; *Ouellette v. Wal-Mart Stores, Inc.*, 888 So. 2d 90, 91 (Fla. 1st DCA 2004); *Broin*, 641 So. 2d at 891 ("Entitlement to different amounts of damages is not fatal to a class action." (Citing *Cohen v. Camino Sheridan, Inc.*, 466 So. 2d 1212, 1214 (Fla. 4th DCA 1985))). Rather, the commonality requirement is aimed at determining whether there is a need for, and benefit derived from, class treatment. See *Broin*, 641 So. 2d at 890 (quoting *Jenkins*, 782 F.2d at 473). More specifically, the commonality prong only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of *common or general interest*. See *Wallant*, 891 So. 2d at 1116 (quoting *Colonial Penn Ins. Co. v. Magnetic Imaging Sys. I, Ltd.*, 694 So. 2d 852, 853 (Fla. 3d DCA 1997)).

*Sosa*, 73 So. 3d at 107 (emphasis supplied) (italicized emphasis in original).

30. Here, Ocwen's corporate representative and its counsel admitted that the claims of L'Italien and the putative class members arise from the same standard practice and course of conduct and are based on the same legal theories. The common questions of law or fact include the following:

- a) Whether the mortgage account statements sent by Ocwen is a debt collection communication.
- b) Whether Ocwen, acting as servicing agent for HSBC Bank, and/or for other note and mortgage holders, collected or attempted to collect from L'Italien and members of the class service of process fees for unknown spouses and/or unknown tenants.
- c) Whether Ocwen, acting as servicing agent for HSBC Bank and/or any other note and mortgage holders, collected or attempted to collect from L'Italien and members of the class attorneys' fees for legal services that were not performed, including legal services after the complaint was filed through service of process.

- d) Whether Ocwen, acting as servicing agent for HSBC Bank and/or any other note and mortgage holders, collected or attempted to collect from L'Italien and members of the class, a property maintenance expense where no maintenance on the property was ever performed by Ocwen or anyone on Ocwen's behalf.
- e) Whether Ocwen, acting as servicing agent for HSBC Bank and/or any other note and mortgage holders, collected or attempted to collect from L'Italien and other members of the class, whose property is located in West Palm Beach, up through the year 2020, a registration fee where the property was neither vacant nor abandoned and misrepresented the registration fee as a property maintenance fee.
- f) Whether Ocwen, acting as servicing agent for HSBC Bank and/or any other note and mortgage holders, attempted to collect from L'Italien and members of the class a mortgage payment amount that included amounts that were not due.
- g) Whether Ocwen's actions by collecting or attempting to collect the charges of (b) through (f) above violated the Florida Consumer Collection Practices Act (FCCPA).
- h) Whether Ocwen's actions by collecting or attempting to collect charges of (b) through (f) above violated the Florida Deceptive and Unfair Trade Practices Act (FDUTPA); and
- i) Whether Ocwen's actions by collecting or attempting to collect the charges of (b) through (f) above breached the mortgage contract, and which satisfied the requirements for a declaratory judgment.

31. Courts have held in similar cases dealing with a number of the same issues that the commonality requirement is satisfied. In *Cole v. Echevarria, et al.*, 965 So. 2d 1228 (Fla. 1<sup>st</sup> DCA 2007), residential foreclosure borrowers similar to L'Italien brought FCCPA and FDUTPA causes of action against the defendant for sending debt collection communications which contained alleged improper charges for: (1) title exams and title searches; (2) service of process fees; and (3) fees or costs that had not been incurred at the time the debt collection letters were sent. The court certified the class and ruled that it was the act of sending the debt collection letters seeking to collect the unlawful charges which trigger the violations of the FCCPA and FDUTPA. without regard to whether the improper charges were actually paid. (*Id.* at 1231).

As noted previously, the Fourth District, citing *Cole*, affirmed class certification orders in *Banner*, *supra* and *Hewitt*, *supra*. Since both of those cases involved claims for improper service of process fees and mortgage payments not yet due, commonality must exist for those claims at least.

**L’Italien’s Claims are Typical of the Class.**

32. Rule 1.220(a)(3) requires that the class representative’s claim be typical of the claim of each member of the class. As the Florida Supreme Court has explained:

The key inquiry for a trial court when it determines whether a proposed class satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members. **The test for typicality is not demanding** and focuses generally on the similarities between the class representative and the putative class members. Mere factual differences between the class representative’s claims and the claims of the class members will not defeat typicality. **Rather, the typicality requirement is satisfied when there is a strong similarity in the legal theories upon which those claims are based and when the claims of the class representative and class members are not antagonistic to one another.**

*Sosa*, 73 So. 3d at 114-115 (emphasis supplied) (internal citations omitted).

33. The typicality requirement may be satisfied despite substantial factual differences when there is a strong similarity of legal theories. *Morgan*, 33 So. 3d at 65. In *Smith v. Glen Cove*, 847 So. 2d 1007, 1111 (Fla. 4<sup>th</sup> DCA 2003), the court held that when “[a]ll class members seek the same remedy” and “[t]he representatives’ claims and the class members’ claims are not antagonistic in any way,” the presence of factual differences will not defeat typicality. The fact that the class representative’s damages may vary in amount from that of the other members of the class also will not preclude a finding of typicality. *CVE Master Mgmt. Co. v. Ventnor “B” Condo Ass’n*, 140 So. 3d 1074, 1078 (Fla. 4<sup>th</sup> DCA 2014).

In the present case, L'Italien's claims satisfy the typicality requirement of Rule 1.220(a)(3), since L'Italien's claims are typical of the claims of the other members of the proposed class and are based on Ocwen's standard practices. Moreover, there is no evidence that L'Italien's claims are antagonistic to the claims of the other proposed class members. L'Italien and the class seek identical remedies under the same legal theories, and the factual situations surrounding her claims are not materially different from those of the other class members. Therefore, the Court should find that the typicality requirement of Rule 1.220(a)(3) has been satisfied.

**35. L'Italien Will Fairly and Adequately Represent the Interests of the Other Class Members.**

34. Rule 1.220(a)(4) requires L'Italien to show that she "can fairly and adequately protect and represent the interests of each member of the class." The adequacy requirement is met if "the named representative has interest in common with the proposed class members and the class representative and their qualified attorneys will properly prosecute the action." *Smith*, 847 So. 2d at 1111. The adequacy requirement contains two prongs:

The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative's interests are antagonistic to the interests of the class members. *Sosa*, 73 So. 3d at 115 (internal citations omitted).

35. Undersigned counsel have extensive experience handling complex litigation cases, including class actions. The reputation and abilities of undersigned counsel are well known. It is doubtful that there will be any challenge to the adequacy of counsel in this case. However, if there is a challenge, each undersigned counsel is prepared to testify and to produce their curriculum vitae, and their lists of class action cases to demonstrate their competency.

36. With regard to L'Italien as a class representative, there has been no showing that there is any antagonism between the relief sought by L'Italien and the putative class. The relief

sought by L'Italien coincides with the same appropriate relief sought by the putative class that L'Italien seeks to represent. Additionally, L'Italien has shown that she is an adequate class representative by retaining competent counsel with substantial class action and complex civil litigation experience who have prosecuted and will continue to prosecute this action vigorously and have the resources to do so. Thus, the interests of the class will be fairly and adequately protected by L'Italien and her counsel.

**F. The Putative Class Satisfies the Requirements of Rule 1.220(b)(2) and (b)(3)**

37. In addition to meeting the requirements of Rule 1.220(a), L'Italien must also satisfy one of the requirements of Rule 1.220(b). *See Sosa*, 73 So. 3d at 106. Here, the putative class should be certified pursuant to both Rule 1.220(b)(2) and (b)(3).

**1. Certification Under Rule 1.220(b)(2)**

38. Rule 1.220(b)(2) allows for class certification where “the party opposing the class has acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.” Whether grounds for relief are generally applicable to the class as a whole requires a determination of whether Ocwen “has acted in a consistent manner towards members of the class so that its actions may be viewed as part of a pattern of activity.” *Freedom Life Ins. Co. of Am. v. Wallant*, 891 So. 2d 1109 (Fla. 4th DCA 2004). Certification under Rule 1.220(b)(2) also requires cohesiveness among the class members. *See Chase Manhattan Mortgage Corp. v. Porcher*, 898 So. 2d 153, 159 (Fla. 4th DCA 2005). A class lacks cohesiveness if individual issues and factual differences among the class members will translate into significant legal differences. *Id.*

39. Here, Ocwen’s own corporate representatives have testified that Ocwen has acted on grounds generally applicable to all members of the putative class in accordance with its policies

and practices by improperly collecting or attempting to collect the illegal charges discussed above. Further, because the claims of L'Italien and the members of the putative class focus on the common actions of Ocwen, rather than on any individual factual claims of individual class members, there is cohesiveness among the putative class.

40. Even though L'Italien seeks monetary damages in addition to declaratory and injunctive relief, this does not preclude certification under Rule 1.220(b)(2), because the relief sought by L'Italien does not relate exclusively or predominantly to monetary damages. In *Law Offices of David J. Stern v. Banner*, *supra*, a case quite similar to the present case, the Fourth District certified the borrowers' class that included the remedies of both injunctive relief and monetary damages. As the court explained:

As far as damages assuming a finding of a violation of either the FCCPA or FDUPTA, the majority of the class members would be entitled to assert statutory damages under FCCPA and request injunctive relief under the FCCPA and FDUPTA.

*Id.* at 1222; see also *Law Offices of David J. Stern v. Hewitt*, at 106 So. 3d at 490 (affirming *Banner* and certifying a similar class of borrowers under both Rule 1.220(b)(2) and (b)(3)); *Tampa Service Co., Inc. v. Hartigan*, 966 So. 2d 465 (Fla. 4<sup>th</sup> DCA 2007) (holding that certification under both subsections (b)(2) and (b)(3) is not improper where the plaintiffs seek both monetary damages and injunctive relief).

## **2. Certification Under Rule 1.220(b)(3)**

41. Rule 1.220(b)(3) requires the party moving for class certification to establish that common questions of law and fact predominate over individual class member claims. *Sosa*, 73 So. 3d at 111-112. Common questions of fact predominate when the defendant acts toward the class members in a similar or common way. *Id.* The predominance requirement is similar to that of commonality, but is a more demanding requirement, because common questions must not only

exist but also predominate over individual questions. See *Sosa*, 73 So. 3d at 112; *Morgan*, 33 So. 3d at 66. To determine if the requirements of Rule 1.220(b)(3) have been met, the trial court determines whether the class representative, by proving her own individual case, necessarily proves the cases for the other class members. *Morgan*, 33 So. 3d at 66 (citing *Humana v. Castillo*, 728 So. 2d 261, 266 (Fla. 2d DCA 1999)). However, it is not the burden of the class representative to illustrate that all questions of fact and law are common, as long as the class representative demonstrates that some questions are common and that they predominate over individual questions. See *Sosa*, 73 So. 3d at 112. This important principle was articulated in *City of Opa-Locka v. Suarez*, 314 So. 3d at 680 (quoting *Broin*, 641 So. 2d at 891):

It would be a perversion of the spirit behind rule 1.220, and the cases interpreting the rule, to hold, as defendants urge, that plaintiffs' class action allegations fail because plaintiffs do not present identical claims. If class actions were dependent on class members presenting carbon copy claims, there would be few, if any, instances of class action litigation. It is virtually impossible to design a class whose members have identical claims... Defendant's proposed holding would nullify the class action rule, a course of conduct we decline to follow.

42. Here, questions of fact and law common to L'Italien and the class members clearly predominate over questions affecting only individual members. The class members' claims are based on the same legal theories and the same course of conduct of Ocwen. Thus, if L'Italien proves the elements of her claims, L'Italien would also prove the elements of the class member claims. Further, any variance in damages between the class members can be determined by Ocwen's own records regarding which putative class members actually paid any of these improper charges. Otherwise, the members of the class would be entitled to statutory damages under the FCCPA and injunctive relief under the FCCPA and FDUPTA. See *Banner*, 50 So. 3d at 1222. Accordingly, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.



Additionally, a trial court must determine whether class certification will satisfy the superiority requirement of Rule 1.220(b)(3). *See Sosa, supra*. 73 So.3d at 116. The court there stated:

Three factors for courts to consider when deciding whether a class action is the superior method of adjudicating a controversy are: (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action cause of action is manageable.

Here, as in *Sosa*, L'Italien's cause of action is suitable for class certification because it is the superior form of adjudication for cases involving potentially thousands of prospective class members with small individual economic claims. *See also Florida Power and Light Co. v. Valez*, 2023 WL 2589411 (Fla. 3rd DCA March 22, 2023) (class certification is superior method of adjudicating controversy where there were potentially millions of prospective class members).

It should also be noted that one of the considerations in determining the superiority requirement is if a class action would be the most manageable and efficient use of judicial resources, as opposed to separate individual claims. That is certainly the case here since there are potentially thousands of class members and injecting these individual claims into all of those foreclosure actions would be a huge burden on the judicial system.

### CONCLUSION

43. In *Broin v. Phillip Morris Co., Inc.*, 641 So. 2d 888, 891 (Fla. 3<sup>rd</sup> DCA 1994), the court discussed the purpose of class action litigation:

The very purpose of a class suit is to save multiplicity of suits, to reduce the expense of litigation, and to make legal process more effective and expeditious, and to make available a remedy that would not otherwise exist. ... Although the defendants would not lack the financial resources to defend each separate lawsuit, the vast

majority of class members, in less advantageous financial positions, would be deprived of a remedy. We decline to promote such a result.

Similarly, the Florida Supreme Court also noted that class action litigation “empowers the little guy and gives him the leverage to fight an otherwise insurmountable foe”. See *Sosa*, 73 So. 3d at 114. Thus, trial courts are instructed to interpret the rules governing class actions liberally and resolve all doubts in favor of certification. See *Sosa*, 73 So. 3d at 105-106. In the present case, there should be no doubt that all of the requirements necessary for class certification have been met.

WHEREFORE, it is respectfully requested that this Court enter an Order certifying this Class under Fla. R. Civ. P. 1.220(b)(2), and (b)(3).

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed and served via an automatic email generated by the Florida Courts E-filing Portal in compliance with Fla. R. Jud. Adm. 2.516 on those listed on the Service List, this 1<sup>st</sup> day of August 2023.

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### Index to Amended Motion for Class Certification Exhibits

Ex. No.	Description
1.	<b>Sample Mortgage Account Statement - Depo Exhibit 97</b>
2.	<b>May 17, 2017, Mortgage Account Statement (OLS 000408-410) from Ocwen Loan Servicing - Depo Exhibit 25</b>
3.	<b>Mortgage Account Statement 6/19/17 (OLS 000411-413) - Depo Exhibit 29</b>
4.	<b>July 17, 2017, Mortgage Account Statement (OLS 000414-416) – Depo Exhibit 31</b>
5.	<b>August 17, 2017, Mortgage Account Statement (OLS 00417-419) – Depo Exhibit 35</b>
6.	<b>Provest Invoice (OLS 002637) – Depo Exhibit 26</b>
7.	<b>Notebook with Listing of Service of Process Fees (Since each page is marked Confidential – representative pages will be sent to the Court under separate cover) - Depo Exhibit 61 and Depo Exhibit 64</b>
8.	<b>Affirmation of James A. Bonfiglio, Esq. Under Fla. Stat. §92.52 &amp; §95.525 – Depo Exhibit 8</b>
9.	<b>Summons Personal Service on an Individual to Defendant: Monique L’Italien Dated 04/06/2017 – Depo Exhibit 47A</b>
10.	<b>Summons Personal Service on an individual to Defendant: Unknown Spouse of Monique L’Italien - Dated 04/06/2017 – Depo Exhibit 48A</b>
11.	<b>Summons Personal Service on an individual to Defendant: Unknown Tenant in Possession of Subject Property – Depo Exhibit 51A</b>
12.	<b>Affidavit of Time and Effort (Evan Heffner) 5/9/2017 – Depo Exhibit 75</b>
13.	<b>Affidavit of Time and Effort Calisha A. Francis, Esq. – Depo Exhibit 84</b>
14.	<b>Verified Complaint for Foreclosure of Mortgage – Depo Exhibit 85</b>
15.	<b>Ocwen’s Invoicing Procedure - Foreclosure Invoice Methodology (Ocwen has marked Confidential – (OLS 002769) will be sent under separate cover to the Court – Depo Exhibit 63</b>
16.	<b>County Ordinance – Depo Exhibit 74</b>

# **EXHIBIT 1**



Ocwen Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address 123 Anywhere Street  
 My Town, USA 00000

Statement Date mm/dd/yy  
 Account Number xxxxxxxxxx  
 Payment Due Date mm/dd/yy  
 Amount Due \$\$\$\$\$\$\$  
 Conditional Verbiage: The late charge date/amount line will not print if it chg=0  
 If payment is received after mm/dd/yy, a \$\$\$\$\$\$ late fee may be charged.

Customer Care 800-746-2936  
 Insurance 866-317-7661

IMA SAMPLE  
 IMA SAMPLE TOO  
 123 ANYWHERE STREET  
 MY TOWN USA 00000-0000

Account Information		Explanation of Amount Due	
Conditional Language which comes directly on Billing File from Real Servicing		Conditional Language which comes directly on Billing File from Real Servicing	
Principal Balance*	\$\$\$\$\$\$\$\$	Principal	\$\$\$\$\$\$
Escrow Balance	\$\$\$\$\$\$\$\$	Interest	\$\$\$\$\$\$
Maturity Date	mm/dd/yy	Escrow	\$\$\$\$\$\$
Interest Rate	%	Total Regular Payment	\$\$\$\$\$\$
Prepayment Penalty	X	Past Due Fees/Other Charges	\$\$\$\$\$\$
		Optional Products	\$\$\$\$\$\$
		Total Amount Due	\$\$\$\$\$\$

\* This is the Principal Balance only, not the amount required to pay the loan in full. \*\*\*This balance may increase over time.

Activity Since Last Statement (mm/dd/yy to mm/dd/yy)										
				How Payments & Charges were Applied						
Date Applied	Date Received	Description	Transaction Total	Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds
mm/dd/yy	mm/dd/yy	Trans Desc	\$\$\$\$\$\$	\$\$\$\$\$\$	\$\$\$\$\$\$	\$\$\$\$\$\$				

Past Payments Breakdown			Special Notices	
	Paid Since Last Statement	Paid Year to Date		
Principal	\$\$\$\$\$\$	\$\$\$\$\$\$		
Interest	\$\$\$\$\$\$	\$\$\$\$\$\$		
Escrow (Taxes & Insurance)	\$\$\$\$\$\$	\$\$\$\$\$\$		
Fees/Other Charges	\$\$\$\$\$\$	\$\$\$\$\$\$		
Unapplied Funds**	\$\$\$\$\$\$	\$\$\$\$\$\$		
Total	\$\$\$\$\$\$	\$\$\$\$\$\$		

**Important News**

Conditional Language which comes directly on Billing File from Real Servicing  
 !Attention Military Families! We are committed to doing what we can to support our customers in the military. If you or a member of your family are in the military and are experiencing a financial hardship, please contact us at (800) 746-2936 or email us at www.ocwencustomers.com to discuss your situation and identify possible alternatives.  
 \*\*Unapplied Funds: Any partial payments made are not applied to the mortgage account, but instead are held in a separate unapplied funds account. If the balance of a partial payment is paid, the funds will then be applied to the mortgage account.  
 Payments received are to be applied in accordance with the mortgage documents. Payments will be first applied to bring the account contractually current. Any additional funds received will be applied to outstanding fees and advances, as applicable, prior to being applied to principal.  
 If the account has foreclosure protection provided under the Service members Civil Relief Act (SCRA) or similar state law, Ocwen will not conduct foreclosure activity during the foreclosure protection period. For any questions about the mortgage, please call 1-800-746-2936 and ask to set up an appointment with Shreyas N, the account relationship manager, or schedule an appointment at www.ocwencustomers.com.  
 If the transaction summary shows a payment reversal (REV MM/DD/YY), please note reversal/reapplication was the result of ensuring payment allocations are in accordance with applicable law

See reverse side for important information and state specific disclosures.



Payment Coupon

Ima Sample  
 Account Number: XXXXXXXXX

AMOUNT DUE	\$\$\$\$\$\$\$\$
If received after mm/dd/yy add Late Charge of	\$\$\$\$\$\$
Total Amount Due with Late Charge	\$\$\$\$\$\$\$\$
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	

Total Enclosed

Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal  
 If this payment is made via automatic drafting, this statement is for informational purposes only

OCWEN LOAN SERVICING, LLC  
 PO BOX 680264  
 DALLAS TX 75266-0264

D 0000000000 0000000000 0000000000DDDD DD 00000000

Visit our website 24 hours a day at [www.ocwencustomers.com](http://www.ocwencustomers.com)

### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours:

Conditional Verbiage – only appears if property state equals CT or TX

Customer Care Center: 800-746-2936 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET  
Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET  
Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET

Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

<b>Research Department**</b> PO Box 24736 West Palm Beach, FL 33416-4736	<b>Regular Payments</b> ** PO Box 660264 Dallas, TX 75266-0264	<b>HELOC Closure Requests</b> PO Box 24642 West Palm Beach, FL 33416-4642	<b>Express Payments</b> Ocwen Loan Servicing, LLC - Box #660264 1010 W. Mockingbird Ln., Suite 100 Dallas, TX 75247
<b>Insurance Department</b> PO Box 6723 Springfield, OH 45501-6723	<b>Insurance Claims</b> PO Box 630497 Irving, TX 75063-9304	<b>Tax Bills</b> PO Box 24665 West Palm Beach, FL 33416-4665	

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, and/or requests for information.

### Ocwen Fee Structure\*

<b>Loan Documents</b>		<b>Payments</b>	
Collateral (Mortgage, Note and Riders)	FREE	Website - (pay before or within 10 days of due date)	FREE
Individual documents	FREE	Website - (pay 10 days or more after due date)	up to \$10.00
Payment History (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$5.00	Automated Phone System	up to \$12.00
Verification of Mortgage (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$10.00	Agent Assistance	up to \$19.50
Amortization Schedule	FREE	Returned Check Fee	up to \$40.00

\* These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

**ACH (Automated Payments)** — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at [www.ocwencustomers.com](http://www.ocwencustomers.com). Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft, that is free if drafted within ten days of the due date.

**Pay by Phone** — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

**Pay via Western Union® Quick Collect®** — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

**Pay via MoneyGram® and Express Payments®** — To find the nearest location, call 1-800-Moneygram or visit [www.moneygram.com](http://www.moneygram.com) and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

### Important information

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

**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

**Electronic Debit** — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

## State Disclosures

**Conditional Verbiage** – The applicable verbiage for a given state will only print when the property state is in (CA, NY, TX, CO, OR)

**California Property Owners** — Additional accountings can be requested pursuant to Section 2954 of the California Civil Code.

**New York Property Owners** — As the mortgage servicer, we are registered with the New York Department of Financial Services. You may file complaints about us with the New York Department of Financial Services. You may also obtain additional information from the New York Department of Financial Services by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**Texas Property Owners** — COMPLAINTS REGARDING THE SERVICING OF THIS MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the Department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

**Colorado Property Owners** — **Important Notice for Customers in Colorado** — Ocwen Loan Servicing, LLC maintains an office in Denver, Colorado that accepts in-person payments. For other account inquiries, please call us at (800) 746-2936 or visit our website [www.ocwencustomers.com](http://www.ocwencustomers.com).

Address: 1776 S. Jackson Street, #900  
Denver, Colorado 80210  
Telephone: (303) 327-8955

NMLS #: 1852 NC Permit #: 3946







Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

www.ocwencustomers.com

**\*\*DELINQUENCY NOTICE\*\***

Payments on the mortgage are late. As of {Sysdate}, the mortgage is {DAYS DUE} days delinquent. If the mortgage is not brought current, fees may be assessed to the account and foreclosure may occur\*

**Recent Account History**

Conditional Language which comes directly on Billing File from Real Servicing

- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00

The total amount needed to bring the account current is {TotAmountDue}. This amount does not include fees and charges that have not have been billed or posted to the account as of the letter date.

Please contact us for the current reinstatement amount or payoff amount.

Conditional Language which comes directly on Billing File from Real Servicing

If FC\_FST\_LGL\_NT\_FILED NOT EQUAL TO 0

Your account has been referred to an attorney for foreclosure. The first step in this process, the first legal filing, has not yet been completed.

CLOSE//If FC\_FST\_LGL\_NT\_FILED NOT EQUAL TO 0

If FORECLOSURE NOT EQUAL TO 0

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

CLOSE//If FORECLOSURE NOT EQUAL TO 0 If DILACMT NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the Non HAFA DIL Solicitation (SS Denials) Offer Letter requested.

CLOSE// If DILACMT NOT EQUAL TO 0

Elseif CMAPCMT NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the COLLATERAL RESOLUTION APPROVED - PENDING EXECUTION.

CLOSE// If CMAPCMT NOT EQUAL TO 0

Elseif Loss\_Mitigation\_Prog NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the {Loss\_Mitigation\_Prog}.

CLOSE// If Loss\_Mitigation\_Prog NOT EQUAL TO 0

\*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.



Ocwen Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address 123 Anywhere Street  
 My Town, USA 00000

Statement Date mm/dd/yy  
 Account Number xxxxxxxxxx  
 Payment Due Date mm/dd/yy  
 Amount Due \$\$\$\$\$\$\$  
 Conditional Verbiage: The late charge date/amount line will not print if lt chg=0  
 If payment is received after mm/dd/yy, a \$\$\$\$\$\$ late fee may be charged.

Customer Care 800-746-2936  
 Insurance 866-347-7661

IMA SAMPLE  
 IMA SAMPLE TOO  
 123 ANYWHERE STREET  
 MY TOWN USA 00000-0000

Account Information		Explanation of Amount Due	
Conditional Language which comes directly on Billing File from Real Servicing		Conditional Language which comes directly on Billing File from Real Servicing	
Principal Balance*	\$\$\$\$\$\$\$\$	Principal	\$\$\$\$\$\$
Escrow Balance	\$\$\$\$\$\$\$\$	Interest	\$\$\$\$\$\$
Maturity Date	mm/dd/yy	Escrow	\$\$\$\$\$\$
Interest Rate	%	Total Regular Payment	\$\$\$\$\$\$
Prepayment Penalty	X	Past Due Fees/Other Charges	\$\$\$\$\$\$
		Optional Products	\$\$\$\$\$\$
		Total Amount Due	\$\$\$\$\$\$

\* This is the Principal Balance only, not the amount required to pay the loan in full, \*\*This balance may increase over time.

Activity Since Last Statement (mm/dd/yy to mm/dd/yy)										
		How Payments & Charges were Applied								
Date Applied	Date Received	Description	Transaction Total	Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds
mm/dd/yy	mm/dd/yy	Trans Desc	\$\$\$\$\$\$	\$\$\$\$\$\$	\$\$\$\$\$\$	\$\$\$\$\$\$				

Past Payments Breakdown			Special Notices	
	Paid Since Last Statement	Paid Year to Date		
Principal	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		
Interest	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		
Escrow (Taxes & Insurance)	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		
Fees/Other Charges	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		
Unapplied Funds**	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		
Total	\$\$\$\$\$\$\$\$	\$\$\$\$\$\$\$\$		

**Important News**

Conditional Language which comes directly on Billing File from Real Servicing  
 !Attention Military Families! We are committed to doing what we can to support our customers in the military. If you or a member of your family are in the military and are experiencing a financial hardship, please contact us at (800) 746-2936 or email us at www.ocwencustomers.com to discuss your situation and identify possible alternatives.  
 \*\*Unapplied Funds: Any partial payments made are not applied to the mortgage account, but instead are held in a separate unapplied funds account. If the balance of a partial payment is paid, the funds will then be applied to the mortgage account.  
 Payments received are to be applied in accordance with the mortgage documents. Payments will be first applied to bring the account contractually current. Any additional funds received will be applied to outstanding fees and advances, as applicable, prior to being applied to principal.  
 If the account has foreclosure protection provided under the Service members Civil Relief Act (SCRA) or similar state law, Ocwen will not conduct foreclosure activity during the foreclosure protection period. For any questions about the mortgage, please call 1-800-746-2936 and ask to set up an appointment with Shreyas N, the account relationship manager, or schedule an appointment at ww.ocwencustomers.com.  
 If the transaction summary shows a payment reversal (REV MM/DD/YY), please note reversal/reapplication was the result of ensuring payment allocations are in accordance with applicable law

See reverse side for important information and state specific disclosures



Payment Coupon Ima Sample  
 AMOUNT DUE \$\$\$\$\$\$\$  
 received after mm/dd/yy add Late Charge of \$\$\$\$\$\$  
 Total Amount Due with Late Charge \$\$\$\$\$\$\$  
 Additional Principal  
 Additional Escrow  
 Late Charges and Fees  
 Other Additional Payments

Account Number: XXXXXXXX

Total Enclosed

Note: If the loan is current any excess funds will first be applied to outstanding amounts due and then additional principal

If this payment is made via automatic drafting, this statement is for informational purposes only

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264

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Visit our website 24 hours a day at [www.ocwencustomers.com](http://www.ocwencustomers.com)

### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. Representatives are available to assist you during the following hours:

Conditional Verbiage – only appears if property state equals CT or TX

Customer Care Center: 800-746-2936 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET  
Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET  
Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET

Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

#### Research Department\*\*

PO Box 24736  
West Palm Beach, FL 33416-4736

#### Regular Payments

\*\*  
PO Box 660264  
Dallas, TX 75266-0264

#### HELOC Closure Requests

PO Box 24642  
West Palm Beach, FL 33416-4642

#### Express Payments

Ocwen Loan Servicing, LLC - Box #660264  
1010 W. Mockingbird Ln., Suite 100  
Dallas, TX 75247

#### Insurance Department

PO Box 6723  
Springfield, OH 45501-6723

#### Insurance Claims

PO Box 630497  
Irving, TX 75063-9304

#### Tax Bills

PO Box 24665  
West Palm Beach, FL 33416-4665

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, requests for information and/or direct disputes regarding credit reporting.

### Ocwen Fee Structure\*

#### Loan Documents

Collateral (Mortgage, Note and Riders) FREE  
Individual documents FREE  
Payment History (free on [www.ocwencustomers.com](http://www.ocwencustomers.com)) up to \$5.00  
Verification of Mortgage (free on [www.ocwencustomers.com](http://www.ocwencustomers.com)) up to \$10.00  
Amortization Schedule FREE

#### Single Payment Options

Website - (if enrolled in paperless statements) FREE  
Website - (Not enrolled in paperless statements) up to \$7.50  
Automated Phone System up to \$7.50  
Agent Assistance up to \$17.50  
Returned Check Fee up to \$40.00

\* These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

**ACH (Automated Payments)** — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at [www.ocwencustomers.com](http://www.ocwencustomers.com). Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft.

**Pay by Phone** — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

**Pay via Western Union® Quick Collect®** — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

**Pay via MoneyGram® and Express Payments®** — To find the nearest location, call 1-800-Moneygram or visit [www.moneygram.com](http://www.moneygram.com) and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

### Important Information

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**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

**Electronic Debit** — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

## State Disclosures

**Conditional Verbiage** – The applicable verbiage for a given state will only print when the property state is in (CA, NY, TX, CO, OR)

**California Property Owners** — Additional accountings can be requested pursuant to Section 2954 of the California Civil Code.

**New York Property Owners** — As the mortgage servicer, we are registered with the New York Department of Financial Services. You may file complaints about us with the New York Department of Financial Services. You may also obtain additional information from the New York Department of Financial Services by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**Texas Property Owners** — COMPLAINTS REGARDING THE SERVICING OF THIS MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the Department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

**Colorado Property Owners** — Important Notice for Customers in Colorado — Ocwen Loan Servicing, LLC maintains an office in Denver, Colorado that accepts in-person payments. For other account inquiries, please call us at (800) 746-2936 or visit our website [www.ocwencustomers.com](http://www.ocwencustomers.com).

Address: 1776 S. Jackson Street #900 Denver, CO 80210 Telephone: (303)327-8955

**Oregon Property Owners** - Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit <http://dfr.oregon.gov>.

NMLS #: 1852 NC Permit #: 3946





Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

www.ocwencustomers.com

**\*\*DELINQUENCY NOTICE\*\***

Payments on the mortgage are late. As of {Sysdate}, the mortgage is {DAYS DUE} days delinquent. If the mortgage is not brought current, fees may be assessed to the account and foreclosure may occur\*

**Recent Account History**

Conditional Language which comes directly on Billing File from Real Servicing

- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00
- Payment due mm/dd/yy UNPAID AMOUNT OF \$0,000.00

The total amount needed to bring the account current is {TotAmountDue}. This amount does not include fees and charges that have not have been billed or posted to the account as of the letter date.

Please contact us for the current reinstatement amount or payoff amount.

Conditional Language which comes directly on Billing File from Real Servicing

If FC\_FST\_LGL\_NT\_FILED NOT EQUAL TO 0

Your account has been referred to an attorney for foreclosure. The first step in this process, the first legal filing, has not yet been completed.

CLOSE// If FC\_FST\_LGL\_NT\_FILED NOT EQUAL TO 0

If FORECLOSURE NOT EQUAL TO 0

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

CLOSE// If FORECLOSURE NOT EQUAL TO 0 If DILACMT NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the Non Hafa Dil Solicitation (SS Denials) Offer Letter requested.

CLOSE// If DILACMT NOT EQUAL TO 0

Elseif CMAPCMT NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the COLLATERAL RESOLUTION APPROVED - PENDING EXECUTION.

CLOSE// If CMAPCMT NOT EQUAL TO 0

Elseif Loss\_Mitigation\_Prog NOT EQUAL TO 0

Our records indicate that you have agreed to participate in the {Loss\_Mitigation\_Prog}.

CLOSE// If Loss\_Mitigation\_Prog NOT EQUAL TO 0

\*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.

# **EXHIBIT 2**



### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours

Customer Care Center: 800-748-2936 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
 Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET  
 Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
 Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

<b>Research Department**</b> PO Box 24736 West Palm Beach, FL 33416-4736	<b>Regular Payments*</b> PO Box 660264 Dallas, TX 75266-0264	<b>HELOC Closure Requests</b> PO Box 24642 West Palm Beach, FL 33416-4642	<b>Express Payments</b> Ocwen Loan Servicing, LLC - Box #660264 1010 W. Mockingbird Ln., Suite 100 Dallas, TX 75247
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<b>Insurance Department</b> PO Box 6723 Springfield, OH 45501-6723	<b>Insurance Claims</b> PO Box 630497 Irving, TX 75063-9404	<b>Tax Bills</b> PO Box 24665 West Palm Beach, FL 33416-4665
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Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, and/or requests for information.

### Ocwen Fee Structure\*

<b>Loan Documents</b>		<b>Payments</b>	
Collateral (Mortgage, Note and Riders)	FREE	Website (pay before or within 10 business days of due date)	FREE
Individual documents	FREE	Website (pay 10 business days or more after due date)	up to \$10.00
Payment History (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$5.00	Automated Phone System	up to \$12.00
Verification of Mortgage (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$10.00	Agent Assistance	up to \$19.50
Amortization Schedule	FREE	Returned Check Fee	up to \$40.00

\*These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

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**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

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**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hso/hfh/cc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

### State Disclosures

NMLS #: 1852 NC Permit #: 3946

02-1409-0460R1729173







OCWEN Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

<b>Property Address</b> 623 36th St West Palm Beach, FL 33407-4303	
<b>Statement Date</b>	05/17/17
<b>Account Number</b>	7143583446
<b>Due Date</b>	Due Now
<b>Amount Due</b>	<b>\$93,454.29</b>
<b>Customer Care</b>	800-746-2936
<b>Insurance</b>	866-317-7661

Account Information	Explanation of Amount Due
Principal Balance*	\$79,890.93
Escrow Balance	-\$7,981.03
Maturity Date	August 1, 2035
Interest Rate (until July 1, 2018)	2.00000%
Prepayment Penalty	No

\* This is the Principal Balance only, not the amount required to pay the loan in full.

**Activity Since Last Statement (04/17/17 to 05/17/17)**

Past Payments Breakdown			Special Notices
	Paid Since Last Statement	Paid Year to Date	
Principal	\$0.00	\$0.00	
Interest	\$0.00	\$0.00	
Escrow (Taxes & Insurance)	\$0.00	\$0.00	
Fees/Other Charges	\$0.00	\$0.00	
Unapplied Funds**	\$0.00	\$14.81	
<b>Total</b>	<b>\$0.00</b>	<b>\$14.81</b>	

**Important News**

To reinstate your loan, send a CERTIFIED payment (cashier's check, bank check, title check, attorney's escrow check or wire transfer) -- any other methods of payment will be returned. Before sending any payment, contact us to verify the amount needed to pay off or reinstate your loan. If you have an attorney, please provide a copy of this statement to your attorney. If you have any questions about your loan, please call 1-800-746-2936 and ask to set up an appointment with Danish Khan, your relationship manager, or schedule an appointment at www.ocwencustomers.com.

See reverse side for important information and state specific disclosures.



OCWEN

**Payment Coupon**

<b>AMOUNT DUE</b>	<b>\$93,454.29</b>
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	
<b>Total Enclosed</b>	

Monique Litalien  
 Account Number: 7143583446



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264

⑆ 00093454296 4444444881 000007143583446 50 093454296

OLS 000410

# **EXHIBIT 3**



OCWEN Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address 623 36th St West Palm Beach, FL 33407-4303	
Statement Date	06/19/17
Account Number	7143583446
Due Date	Due Now
Amount Due	\$93,610.82
Customer Care	800-746-2936
Insurance	866-317-7661

ENCLOSURE ATTACHED TO THIS STATEMENT FOR YOUR INFORMATION ONLY



MONIQUE LITALIEN  
 623 36TH ST  
 WEST PALM BEACH FL 33407-4303



Account Information		Explanation of Amount Due	
Principal Balance*	\$79,890.93	Principal	\$79,890.93
Escrow Balance	-\$7,981.03	Interest	\$1,282.68
Maturity Date	August 1, 2035	Escrow Advance	\$7,981.03
Interest Rate (until July 1, 2018)	2.00000%	Fees/Other Charges (Since Last Statement)	\$14.50
Prepayment Penalty	No	Past Due Fees/Other Charges	\$4,456.49
		Unapplied Funds**	-\$14.81
		<b>Total Amount Due</b>	<b>\$93,610.82</b>
		<i>Alternative Payment -- Reinstatement</i>	
		Reinstatement amount (as of 6/19/17)	\$20,482.39

\* This is the Principal Balance only, not the amount required to pay the loan in full.

Activity Since Last Statement (06/17/17 to 06/19/17)										
Date Applied	Date Received	Description	Transaction Total	How Payments & Charges were Applied						
				Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds
05/30/17		Charge - Property Inspection Fee	-\$14.50							-\$14.50

Past Payments Breakdown			Special Notices	
	Paid Since Last Statement	Paid Year to Date		
Principal	\$0.00	\$0.00		
Interest	\$0.00	\$0.00		
Escrow (Taxes & Insurance)	\$0.00	\$0.00		
Fees/Other Charges	\$0.00	\$0.00		
Unapplied Funds**	\$0.00	\$14.81		
<b>Total</b>	<b>\$0.00</b>	<b>\$14.81</b>		

**Important News**

\*\*Unapplied Funds: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate unapplied funds account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. Our records indicate that your loan is in foreclosure. Accordingly, this statement may be for informational purposes only. Payments received are to be applied in accordance with the mortgage note. Payments will be first applied to bring the loan contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal. Your loan has been accelerated (the past due balance, all fees, and your remaining principal balance is now due in full). This statement is not considered a payoff quote -- you are still responsible for any additional fees and expenses that post to your account after the statement date. Any funds in your escrow account remain in the account, and have not been applied to your amount due. Once the accelerated amount due is received, any escrow account overages will be returned to you within 20 days. You can still reinstate your loan (bring your account to a current status) and avoid foreclosure. The amount required to reinstate your loan as of the date of this statement is listed above.

See reverse side for important information and state specific disclosures.



Payment Coupon

AMOUNT DUE	\$93,610.82
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	
Total Enclosed	

Monique Litalien  
 Account Number: 7143583446



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264



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OLS 000411

### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours

Customer Care Center:	800-746-2936	Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET
Bankruptcy Customer Care Center:	888-554-6599	Monday-Friday: 8:00 am to 9:00 pm ET
Homeowners Insurance:	866-317-7661	Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET

Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

<b>Research Department**</b>	<b>Regular Payments*</b>	<b>HELOC Closure Requests</b>	<b>Express Payments</b>
PO Box 24736	PO Box 660264	PO Box 24642	Ocwen Loan Servicing, LLC - Box #660264
West Palm Beach, FL 33416-4736	Dallas, TX 75266-0264	West Palm Beach, FL 33416-4642	1010 W. Mockingbird Ln., Suite 100
			Dallas, TX 75247
<b>Insurance Department</b>	<b>Insurance Claims</b>	<b>Tax Bills</b>	
PO Box 6723	PO Box 630497	PO Box 24665	
Springfield, OH 45501-6723	Irving, TX 75063-9404	West Palm Beach, FL 33416-4665	

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, and/or requests for information.

### Ocwen Fee Structure\*

Loan Documents		Payments	
Collateral (Mortgage, Note and Riders)	FREE	Website (pay before or within 10 business days of due date)	FREE
Individual documents	FREE	Website (pay 10 business days or more after due date)	up to \$10.00
Payment History (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$5.00	Automated Phone System	up to \$12.00
Verification of Mortgage (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$10.00	Agent Assistance	up to \$19.50
Amortization Schedule	FREE	Returned Check Fee	up to \$40.00

\*These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

**ACH (Automated Payments)** — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at [www.ocwencustomers.com](http://www.ocwencustomers.com). Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft, that is free if drafted within ten days of the due date.

**Pay by Phone** — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

**Pay via Western Union® Quick Collect®** — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

**Pay via MoneyGram® and Express Payments®** — To find the nearest location, call 1-800-Moneygram or visit [www.moneygram.com](http://www.moneygram.com) and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

### Important Information

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

**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

**Electronic Debit** — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

### State Disclosures

NMLS #: 1852 NC Permit #: 3946





OCWEN Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address 623 36th St  
 West Palm Beach, FL 33407-4303

Statement Date 06/19/17  
 Account Number 7143583446  
 Due Date Due Now  
 Amount Due \$93,610.82

Customer Care 800-746-2936  
 Insurance 866-317-7661

Account Information		Explanation of Amount Due
Principal Balance*	\$79,890.93	
Escrow Balance	-\$7,981.03	
Maturity Date	August 1, 2035	
Interest Rate (until July 1, 2018)	2.00000%	
Prepayment Penalty	No	

\* This is the Principal Balance only, not the amount required to pay the loan in full.

Activity Since Last Statement (06/17/17 to 06/19/17)

Past Payments Breakdown			Special Notices
	Paid Since Last Statement	Paid Year to Date	
Principal	\$0.00	\$0.00	
Interest	\$0.00	\$0.00	
Escrow (Taxes & Insurance)	\$0.00	\$0.00	
Fees/Other Charges	\$0.00	\$0.00	
Unapplied Funds**	\$0.00	\$14.81	
Total	\$0.00	\$14.81	

**Important News**  
 To reinstate your loan, send a CERTIFIED payment (cashier's check, bank check, title check, attorney's escrow check or wire transfer) -- any other methods of payment will be returned. Before sending any payment, contact us to verify the amount needed to pay off or reinstate your loan. If you have an attorney, please provide a copy of this statement to your attorney.  
 If you have any questions about your loan, please call 1-800-746-2936 and ask to set up an appointment with Danish Khan, your relationship manager, or schedule an appointment at www.ocwencustomers.com.

See reverse side for important information and state specific disclosures.



OCWEN

Payment Coupon

AMOUNT DUE   
 Additional Principal   
 Additional Escrow   
 Late Charges and Fees   
 Other Additional Payments   
 Total Enclosed

Monique Litalien  
 Account Number: 7143583446



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264

1 00093610822 4444444881 000007143583446 50 093610822

OLS 000413

# **EXHIBIT 4**



Ocwen Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address 623 36th St West Palm Beach, FL 33407-4303	
Statement Date	07/17/17
Account Number	7143583446
Due Date	Due Now
Amount Due	\$94,084.59
Customer Care	800-746-2936
Insurance	866-317-7661



MONIQUE LITALIEN  
 623 36TH ST  
 WEST PALM BEACH FL 33407-4303



Account Information		Explanation of Amount Due	
Principal Balance*	\$79,890.93	Principal	\$79,890.93
Escrow Balance	-\$7,981.03	Interest	\$1,406.95
Maturity Date	August 1, 2035	Escrow Advance	\$7,981.03
Interest Rate (until July 1, 2016)	2.000000%	Fees/Other Charges (Since Last Statement)	\$349.50
Prepayment Penalty	No	Past Due Fees/Other Charges	\$4,470.99
		Unapplied Funds**	-\$14.81
		Total Amount Due	\$94,084.59
		Alternative Payment - Reinstatement	
		Reinstatement amount (as of 7/17/17)	\$22,612.68

\* This is the Principal Balance only, not the amount required to pay the loan in full.

**Activity Since Last Statement (06/19/17 to 07/17/17)**

Date Applied	Date Received	Description	Transaction Total	How Payments & Charges were Applied							
				Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds	
06/26/17		Charge - Property Inspection Fee	-\$14.50							-\$14.50	
06/29/17		Charge - Property Valuation Expense	-\$85.00							-\$85.00	
07/03/17		Charge - Property Maintenance Expen	-\$250.00							-\$250.00	

Past Payments Breakdown			Special Notices	
	Paid Since Last Statement	Paid Year to Date		
Principal	\$0.00	\$0.00		
Interest	\$0.00	\$0.00		
Escrow (Taxes & Insurance)	\$0.00	\$0.00		
Fees/Other Charges	\$0.00	\$0.00		
Unapplied Funds**	\$0.00	\$14.81		
Total	\$0.00	\$14.81		

**Important News**

\*\*Unapplied Funds: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate unapplied funds account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. Our records indicate that your loan is in foreclosure. Accordingly, this statement may be for informational purposes only. Payments received are to be applied in accordance with the mortgage note. Payments will be first applied to bring the loan contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal. Your loan has been accelerated (the past due balance, all fees, and your remaining principal balance is now due in full). This statement is not considered a payoff quote -- you are still responsible for any additional fees and expenses that post to your account after the statement date. Any funds in your escrow account remain in the account, and have not been applied to your amount due. Once the accelerated amount due is received, any escrow account overages will be returned to you within 20 days. You can still reinstate your loan (bring your account to a current status) and avoid foreclosure. The amount required to reinstate your loan as of the date of this statement is listed above.

See reverse side for important information and state specific disclosures.



OCWEN

**Payment Coupon**

AMOUNT DUE	\$94,084.59
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	

Total Enclosed

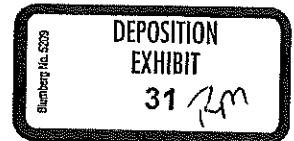
Monique Litalien  
 Account Number: 7143583446



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264



1 00094084597 4444444881 000007143583446 50 094084597

OLS 000414

Visit our website 24 hours a day at [www.ocwencustomers.com](http://www.ocwencustomers.com)

### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours:

Customer Care Center: 800-746-2936 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET  
Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

<b>Research Department*</b> PO Box 24736 West Palm Beach, FL 33416-4736	<b>Regular Payments*</b> PO Box 660264 Dallas, TX 75266-0264	<b>HELOC Closure Requests</b> PO Box 24642 West Palm Beach, FL 33416-4642	<b>Express Payments</b> Ocwen Loan Servicing, LLC - Box #660264 1010 W. Mockingbird Ln., Suite 100 Dallas, TX 75247
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<b>Insurance Department</b> PO Box 6723 Springfield, OH 45501-6723	<b>Insurance Claims</b> PO Box 630497 Irving, TX 75063-9404	<b>Tax Bills</b> PO Box 24665 West Palm Beach, FL 33416-4665
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Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, and/or requests for information.

### Ocwen Fee Structure\*

<b>Loan Documents</b>		<b>Payments</b>	
Collateral (Mortgage, Note and Riders)	FREE	Website (pay before or within 10 business days of due date)	FREE
Individual documents	FREE	Website (pay 10 business days or more after due date)	up to \$10.00
Payment History (fee on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$5.00	Automated Phone System	up to \$12.00
Verification of Mortgage (fee on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$10.00	Agent Assistance	up to \$19.50
Amortization Schedule	FREE	Returned Check Fee	up to \$40.00

\*These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

**AGH (Automated Payments)** — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at [www.ocwencustomers.com](http://www.ocwencustomers.com). Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft, that is free if drafted within ten days of the due date.

**Pay by Phone** — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

**Pay via Western Union® Quick Collect®** — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

**Pay via MoneyGram® and Express Payments®** — To find the nearest location, call 1-800-Moneygram or visit [www.moneygram.com](http://www.moneygram.com) and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

### Important Information

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

**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

**Electronic Debit** — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hqs/fo/hcc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-564-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

### State Disclosures

NMLS #: 1852 NC Permit #: 3946



OLS 000415





OCWEN Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

<b>Property Address</b> 623 36th St West Palm Beach, FL 33407-4303	
<b>Statement Date</b>	07/17/17
<b>Account Number</b>	7143583446
<b>Due Date</b>	Due Now
<b>Amount Due</b>	<b>\$94,084.59</b>
<b>Customer Care</b>	800-746-2936
<b>Insurance</b>	866-317-7661

Account Information		Explanation of Amount Due
Principal Balance*	\$79,890.93	
Escrow Balance	-\$7,981.03	
Maturity Date	August 1, 2035	
Interest Rate (until July 1, 2018)	2.00000%	
Prepayment Penalty	No	
* This is the Principal Balance only, not the amount required to pay the loan in full.		
<b>Activity Since Last Statement (06/19/17 to 07/17/17)</b>		

Past Payments Breakdown			Special Notices
	Paid Since Last Statement	Paid Year to Date	
Principal	\$ .00	\$ .00	
Interest	\$ .00	\$ .00	
Escrow (Taxes & Insurance)	\$ .00	\$ .00	
Fees/Other Charges	\$ .00	\$ .00	
Unapplied Funds**	\$ .00	\$14.81	
<b>Total</b>	<b>\$ .00</b>	<b>\$14.81</b>	

**Important News**

To reinstate your loan, send a CERTIFIED payment (cashier's check, bank check, title check, attorney's escrow check or wire transfer) -- any other methods of payment will be returned. Before sending any payment, contact us to verify the amount needed to pay off or reinstate your loan. If you have an attorney, please provide a copy of this statement to your attorney. If you have any questions about your loan, please call 1-800-746-2936 and ask to set up an appointment with Danish Khan, your relationship manager, or schedule an appointment at www.ocwencustomers.com.

See reverse side for important information and state specific disclosures.



**Payment Coupon**

AMOUNT DUE	\$94,084.59
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	

Total Enclosed

Monique L'Italien  
 Account Number: 7143583446

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264

Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

⑆ 00094084597 444444488⑆ 000007143583446 50 094084597

OLS 000416

# **EXHIBIT 5**



Ocwen Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

Property Address	623 36th St West Palm Beach, FL 33407-4303
Statement Date	08/17/17
Account Number	7143583446
Due Date	Due Now
Amount Due	\$94,232.24
Customer Care	800-746-2936
Insurance	866-317-7661



MONIQUE LITALIEN  
 623 36TH ST  
 WEST PALM BEACH FL 33407-4303



Account Information		Explanation of Amount Due	
Principal Balance*	\$79,890.93	Principal	\$79,890.93
Escrow Balance	-\$7,981.03	Interest	\$1,540.10
Maturity Date	August 1, 2035	Escrow Advance	\$7,981.03
Interest Rate (until July 1, 2018)	2.00000%	Fees/Other Charges (Since Last Statement)	\$14.50
Prepayment Penalty	No	Past Due Fees/Other Charges	\$4,820.49
		Unapplied Funds**	-\$14.81
		<b>Total Amount Due</b>	<b>\$94,232.24</b>
		Alternative Payment - Reinstatement	
		Reinstatement amount (as of 8/17/17)	\$24,407.77

\* This is the Principal Balance only, not the amount required to pay the loan in full.

Activity Since Last Statement (07/17/17 to 08/17/17)										
		How Payments & Charges were Applied								
Date Applied	Date Received	Description	Transaction Total	Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds
08/02/17		Charge - Property Inspection Fee	-\$14.50						-\$14.50	

Past Payments Breakdown			Special Notices	
	Paid Since Last Statement	Paid Year to Date		
Principal	\$0.00	\$0.00		
Interest	\$0.00	\$0.00		
Escrow (Taxes & Insurance)	\$0.00	\$0.00		
Fees/Other Charges	\$0.00	\$0.00		
Unapplied Funds**	\$0.00	\$14.81		
<b>Total</b>	<b>\$0.00</b>	<b>\$14.81</b>		

**Important News**

\*\*Unapplied Funds: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate unapplied funds account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. Our records indicate that your loan is in foreclosure. Accordingly, this statement may be for informational purposes only. Please note that your monthly payment amount has changed to \$834.58 effective 10/01/2017. Further detail regarding the reason for this change will be included in a separate letter.

Payments received are to be applied in accordance with the mortgage note. Payments will be first applied to bring the loan contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal. Your loan has been accelerated (the past due balance, all fees, and your remaining principal balance is now due in full). This statement is not considered a payoff quote - you are still responsible for any additional fees and expenses that post to your account after the statement date. Any funds in your escrow account remain in the account, and have not been applied to your amount due. Once the accelerated amount

See reverse side for important information and state specific disclosures.

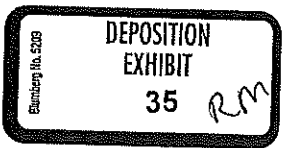


Payment Coupon

AMOUNT DUE	\$94,232.24
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	
<b>Total Enclosed</b>	

Monique Litalien  
 Account Number: 7143583446

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

### Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours:

Customer Care Center: 800-746-2936 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET  
Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 9:00 am to 9:00 pm ET  
Special Number for the Hearing Impaired: 800-735-2943

### Payment and Correspondence Addresses

**Inquiries** — General inquiries/correspondence should be mailed separately from any account payments:

<b>Research Department**</b> PO Box 24736 West Palm Beach, FL 33416-4736	<b>Regular Payments*</b> PO Box 660264 Dallas, TX 75266-0264	<b>HELOC Closure Requests</b> PO Box 24642 West Palm Beach, FL 33416-4642	<b>Express Payments</b> Ocwen Loan Servicing, LLC - Box #660264 1010 W. Mockingbird Ln., Suite 100 Dallas, TX 75247
<b>Insurance Department</b> PO Box 6723 Springfield, OH 45501-6723	<b>Insurance Claims</b> PO Box 630497 Irving, TX 75063-9404	<b>Tax Bills</b> PO Box 24665 West Palm Beach, FL 33416-4665	

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

\* All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.

\*\* This address must be used for all qualified written requests, notices of error, and/or requests for information.

### Ocwen Fee Structure\*

Loan Documents		Payments	
Collateral (Mortgage, Note and Riders)	FREE	Website (pay before or within 10 business days of due date)	FREE
Individual documents	FREE	Website (pay 10 business days or more after due date)	up to \$10.00
Payment History (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$5.00	Automated Phone System	up to \$12.00
Verification of Mortgage (free on <a href="http://www.ocwencustomers.com">www.ocwencustomers.com</a> )	up to \$10.00	Agent Assistance	up to \$19.50
Amortization Schedule	FREE	Returned Check Fee	up to \$40.00

\* These fees are subject to change and may not apply in all instances, depending upon applicable state laws.

### Convenient Payment Options

**Online Payment Services** — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at [www.ocwencustomers.com](http://www.ocwencustomers.com), log-in, and follow the enrollment instructions.

**ACH (Automated Payments)** — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at [www.ocwencustomers.com](http://www.ocwencustomers.com). Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft, that is free if drafted within ten days of the due date.

**Pay by Phone** — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

**Pay via Western Union® Quick Collect®** — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

**Pay via MoneyGram® and Express Payments®** — To find the nearest location, call 1-800-Moneygram or visit [www.moneygram.com](http://www.moneygram.com) and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

### Important Information

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

**Payment Processing** — Payments received after 5:00 p.m. CST are considered received as of the next business day.

**Electronic Debit** — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

**Important Credit Reporting Notification** — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

**Optional Product Information** — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

**Housing Counselor Information** — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

### Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

### State Disclosures

NMLS #: 1852 NC Permit #: 3946





OCWEN Loan Servicing, LLC  
 PO Box 24738  
 West Palm Beach, FL 33416-4738

www.ocwencustomers.com

**Mortgage Account Statement**

<b>Property Address</b> 623 36th St West Palm Beach, FL 33407-4303	
<b>Statement Date</b>	08/17/17
<b>Account Number</b>	7143583446
<b>Due Date</b>	Due Now
<b>Amount Due</b>	<b>\$94,232.24</b>
<b>Customer Care</b>	800-746-2936
<b>Insurance</b>	866-317-7661

Account Information		Explanation of Amount Due
Principal Balance*	\$79,890.93	
Escrow Balance	-\$7,981.03	
Maturity Date	August 1, 2035	
Interest Rate (until July 1, 2018)	2.00000%	
Prepayment Penalty	No	
* This is the Principal Balance only, not the amount required to pay the loan in full.		
<b>Activity Since Last Statement (07/17/17 to 08/17/17)</b>		

Past Payments Breakdown			Special Notices
	<small>Paid Since Last Statement</small>	<small>Paid Year to Date</small>	
Principal	\$0.00	\$0.00	
Interest	\$0.00	\$0.00	
Escrow (Taxes & Insurance)	\$0.00	\$0.00	
Fees/Other Charges	\$0.00	\$0.00	
Unapplied Funds**	\$0.00	\$14.81	
<b>Total</b>	<b>\$0.00</b>	<b>\$14.81</b>	

**Important News**

due is received, any escrow account overages will be returned to you within 20 days. You can still reinstate your loan (bring your account to a current status) and avoid foreclosure. The amount required to reinstate your loan as of the date of this statement is listed above. To reinstate your loan, send a CERTIFIED payment (cashier's check, bank check, title check, attorney's escrow check or wire transfer) -- any other methods of payment will be returned. Before sending any payment, contact us to verify the amount needed to pay off or reinstate your loan. If you have an attorney, please provide a copy of this statement to your attorney. If you have any questions about your loan, please call 1-800-746-2936 and ask to set up an appointment with Danish Khan, your relationship manager, or schedule an appointment at www.ocwencustomers.com.

See reverse side for important information and state specific disclosures.



OCWEN

**Payment Coupon**

<b>AMOUNT DUE</b>	<b>\$94,232.24</b>
Additional Principal	
Additional Escrow	
Late Charges and Fees	
Other Additional Payments	

Total Enclosed

Monique Litalien  
 Account Number: 7143583446



Note: If the loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement is for informational purposes only.

OCWEN LOAN SERVICING, LLC  
 PO BOX 660264  
 DALLAS TX 75266-0264

1 00094232246 4444444881 000007143583446 50 094232246

OLS 000419

# **EXHIBIT 6**

# PROVEST

4520 SEEDLING CIRCLE  
TAMPA, FL 33614-2400

Phone: 813-877-2844 Email: accounts\_receivable@provest.us

4/18/2017

## INVOICE

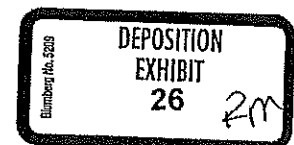
**INVOICE NUMBER: 4857992**

CUSTOMER	BILLING INFORMATION	
VAN NESS LAW FIRM, P.A. 1239 E. NEWPORT CENTER DRIVE STE. 110 DEERFIELD BEACH FL, 33442 NONE	FILE NUMBER MAIN DEFENDANT PLAINTIFF COUNTY DOCUMENT	AS4210-17 MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN, ET AL HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR SG MORTGAGE SECURITIES TRUST 2005-OPT1, ASSET BACKED CERTIFICATES, SERIES 2005-OPT1 PALM BEACH

STATUS DATE	DESCRIPTION	TAX	CHARGE	TOTAL
<b>MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN</b>				
04/10/2017	ISSUE	\$0.00	\$0.00	\$0.00
04/10/2017	AWAITING SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/10/2017	RECEIVED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/11/2017	AWAITING ISSUED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/12/2017	RECEIVED ISSUED SUMMONS	\$0.00	\$0.00	\$0.00
04/12/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00	\$65.00	\$65.00
04/14/2017	SERVICE COMPLETE	\$0.00	\$0.00	\$0.00
<b>UNKNOWN SPOUSE OF MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN</b>				
04/10/2017	ISSUE	\$0.00	\$0.00	\$0.00
04/10/2017	AWAITING SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/10/2017	RECEIVED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/11/2017	AWAITING ISSUED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/12/2017	RECEIVED ISSUED SUMMONS	\$0.00	\$0.00	\$0.00
04/12/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00	\$65.00	\$65.00
04/14/2017	NON-SERVICE NOT MARRIED	\$0.00	\$0.00	\$0.00
<b>STEFANIE J. L'ITALIEN A/K/A STEFANIE L. L'ITALIEN</b>				
04/10/2017	ISSUE	\$0.00	\$0.00	\$0.00
04/10/2017	AWAITING SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/10/2017	RECEIVED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/11/2017	AWAITING ISSUED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/12/2017	RECEIVED ISSUED SUMMONS	\$0.00	\$0.00	\$0.00
04/12/2017	PENDING	\$0.00	\$0.00	\$0.00
04/12/2017	RETURN	\$0.00	\$0.00	\$0.00
04/12/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00	\$65.00	\$65.00
04/15/2017	SERVICE COMPLETE	\$0.00	\$0.00	\$0.00
<b>UNKNOWN SPOUSE OF STEFANIE J. L'ITALIEN A/K/A STEFANIE L. L'ITALIEN</b>				
04/10/2017	ISSUE	\$0.00	\$0.00	\$0.00
04/10/2017	AWAITING SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/10/2017	RECEIVED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/11/2017	AWAITING ISSUED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/12/2017	RECEIVED ISSUED SUMMONS	\$0.00	\$0.00	\$0.00
04/12/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00	\$65.00	\$65.00
04/15/2017	NON-SERVICE NOT MARRIED	\$0.00	\$0.00	\$0.00
<b>UNKNOWN TENANT IN POSSESSION OF SUBJECT PROPERTY</b>				
04/10/2017	ISSUE	\$0.00	\$0.00	\$0.00
04/10/2017	AWAITING SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/10/2017	RECEIVED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/11/2017	AWAITING ISSUED SUMMONS FROM CLIENT	\$0.00	\$0.00	\$0.00
04/12/2017	RECEIVED ISSUED SUMMONS	\$0.00	\$0.00	\$0.00
04/12/2017	ATTEMPTING SERVICE - 1ST ADDRESS	\$0.00	\$65.00	\$65.00
04/14/2017	NON-SERVICE OWNER OCCUPIED	\$0.00	\$0.00	\$0.00

Subtotal	\$325.00
Total Extra Charges	\$0.00
Prepaid	\$0.00
Skip Trace Subtotal	\$0.00
<b>Total</b>	<b>\$325.00</b>

PLEASE REMIT PAYMENT TO:  
 PROVEST, LLC  
 C/O BANK OF TAMPA  
 P.O. BOX 25096  
 TAMPA, FL 33622



OLS 002637

**EXHIBIT 7**

**(61) AND (64)**

**LISTING OF SERVICE OF PROCESS FEES –  
OCWEN HAS MARKED ALL PAGES AS  
CONFIDENTIAL**

**REPRESENTATIVE PAGES WILL BE SENT  
TO THE COURT UNDER SEPARATE COVER**



# **EXHIBIT 8**

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA, CASE NO.: 2017-003860-AW  
RESIDENTIAL MORTGAGE FORECLOSURE

HSBC BANK USA, NATIONAL ASSOCIATION AS  
TRUSTEE FOR SG MORTGAGE SECURITIES TRUST  
2005 OPTI ASSET-BACKED CERTIFICATE SERIES 2005,

Plaintiff Counter Defendant,

vs.

MONIQUE L'ITALIEN, and STEFANIE L'ITALIEN,  
etc., et. ux., et al.,

Defendants and Plaintiffs-in-Counterclaim

vs.

HSBC BANK USA, NATIONAL ASSOCIATION AS  
TRUSTEE FOR SG MORTGAGE SECURITIES TRUST  
2005 OPTI ASSET-BACKED CERTIFICATE SERIES 2005,  
and OCWEN LOAN SERVICING, LLC.,

Defendants-in-Counterclaim.

\_\_\_\_\_/

**AFFIRMATION OF JAMES A. BONFIGLIO, ESQ.**  
**UNDER FLA. STAT. §92.52 & §95.525**

COMES NOW THE DEFENDANT/COUNTER-PLAINTIFF, MONIQUE E. L'ITALIEN, (hereinafter, L'Italien), and files this the affirmation of facts from her attorney, James A. Bonfiglio, in support of her Amended Motion for Class Certification against the Plaintiff Counter/Defendant, HSBC BANK USA, N.A., and OCWEN LOAN SERVICING, LLC, now known as PHH MORTGAGE CORPORATION, (hereinafter known in conjunction as OCWEN).

**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

Pursuant to Fla. Stat. § 92.525 which authorizes the verification of a document in place of an oath or affirmation taken or administered by an officer authorized under Fla. Stat. § 117.10,

**JAMES A. BONFIGLIO, ESQ.**, states as follows:

1. My name is James A. Bonfiglio. I am an attorney licensed to practice law in the state of Florida and have been so continuously licensed since 1979.

2. I was retained to represent Ms. L'Italien in this matter along with the undersigned co-counsel.

3. During the course and scope of that representation, Ocwen produced a three-ring notebook of over 700 pages which contained a line-item listing of all service of process charges that have been incurred by Ocwen in the State of Florida since 2013. (See Ocwen's corporate representative, Michael Cook dep. pg. 187, and depo exhibit 61, also was marked as Jastrzemski depo exhibit 64). For each service of process charge, the notebook has an invoice number and the name of the law firm that was representing Ocwen in the residential foreclosure action. (*id.*) Additionally, Mr. Cook testified that if the line-item states "Service of Process - (Recoverable from Borrower)", then the borrower was charged the service of process fee. (See Cook dep. pg. 188).

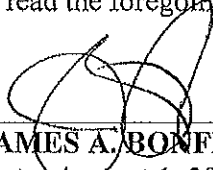
4. The law firm that represented Ocwen in the present case was the Van Ness law firm. Van Ness' corporate representative testified that the Van Ness law firm has represented Ocwen in mortgage foreclosure actions, hundreds and maybe thousands of times since 2013. (See David Friedman dep. pg. 39). As indicated in the Amended Motion for Class Certification, Mr. Friedman testified regarding Ocwen's standard practice for service of process of unknown spouses and unknown tenants. (See Friedman dep. pg. 59).

5. To determine how many times the notebook listed the Van Ness law firm as representing Ocwen and sought reimbursement from borrowers for service of process fees, the undersigned reviewed each and every page of the three ring notebook documents with bates

stamps from 003071 to 003747 (copy reproduction cut off some of the bates numbers, including the first numbers, 003071 and 003072). The undersigned manually counted 4387 entries where the Van Ness law firm had represented Ocwen and there was a service of process charge that Ocwen sought reimbursement from the borrower(s).

6. I have not attached pages from the 3 ring notebook Exhibit 64, because they are marked "Confidential". I can deliver copies of the first 5 pages to the Court under separate cover.

Under penalties of perjury, I declare that I have read the foregoing Affirmation and that the facts stated are true.

  
\_\_\_\_\_  
**JAMES A. BONFIGLIO**  
Date: August 1, 2023

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed and served via an automatic email generated by the Florida Courts E-filing Portal in compliance with Fla. R. Jud. Adm. 2.516 on those listed on the Service List, this \_\_\_\_\_ day of August 2023.

**Co-Counsel for L'Italien**

LAW OFFICES OF  
JAMES A. BONFIGLIO, PA  
James A. Bonfiglio, Esq.  
PO Box 1489  
Boynton Beach, FL 33425-1489  
(561) 734-4503 Tel  
(561) 734-1872 Fax  
jab@fightforeclosure.com  
[tilalawyer@aol.com](mailto:tilalawyer@aol.com)

SILBER & DAVIS  
501 S. Flagler Drive, Suite 306  
West Palm Beach, FL 33401  
(561) 615-6262 Tel.  
(561) 615-6263 Fax  
lsilber@silberdavis.com (Primary)  
adavis@silberdavis.com (Primary)  
sfeaman@silberdavis.com (Secondary)

SEARCY DENNY, etc.  
JACK SCAROLA, Esq.  
Co-Counsel for L'Italien  
2139 Palm Beach Lakes Blvd.  
West Palm Beach, FL 33409  
Primary Email: [JSX@SearcyLaw.com](mailto:JSX@SearcyLaw.com)

By: /s/ Louis M. Silber  
Louis M. Silber  
Fla. Bar No. 176031

Philip M. Burlington Esq.  
Nichole J. Segal, Esq.  
Burlington & Rockenbach, P.A.  
Commons/Suite 350  
444 West Railroad Avenue  
West Palm Beach, FL 33401  
(561) 721-0400  
pmb@FLAppellateLaw.com  
njs@flappellatelaw.com

Courthouse

**SERVICE LIST**

**John Anthony Van Ness, Esq.**  
Van Ness Law Firm, P.A.,  
1239 E. Newport Center Drive, Suite 110,  
Deerfield Beach, FL 33442  
Email: E-Filing@vanlawfl.com

**Adam P. Hartley, Esq.**  
**Bridget Ann Berry, Esq.**  
**David Coulson, Esq.**  
**Brandon Leon, Esq.**  
**Jason Okleshen, Esq.**  
**Patrick G. Broderick, Esq.**  
Greenberg Traurig, P.A.,  
777 S. Flagler Drive, Suite 300E  
West Palm Beach, FL 33401  
Email: hartley@gtlaw.com  
Email: berryb@gtlaw.com  
Email: flservice@gtlaw.com  
Email: whitfield@gtlaw.com  
Email: broderick@gtlaw.com

# **EXHIBIT 9**



CH:AS4210-17

RETURN OF SERVICE

IN THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA  
PLAINTIFF HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR SO MORTGAGE SECURITIES TRUST 2005-OPT1, ASSET BACKED CERTIFICATES,  
SERIES 2005-OPT1; et seq.

VA.  
DEFENDANT MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN, ET AL,  
DEFENDANT TO BE SERVED: MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN

CASE NO 50-2017-ca-003860  
DIVISION AW

TYPE OF PROCESS: SUMMONS & COMPLAINT, LIS PENDENS

I received the process on the 04/13/2017 at 10:47 AM

I  served  not served the within named defendant on

ON DATE/TIME: 4/14/2017 7:23:00 AM at \_\_\_\_\_

AT ADDRESS WHERE SERVED 623 36TH STREET  
(OR ATTEMPTED) WEST PALM BEACH, FL 33407

INDIVIDUAL SERVICE: By delivering to the within named defendant a true copy of the process with the date and hour of service endorsed thereon by me, and I informed said person of the contents therein.

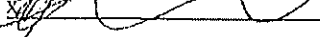
Description of Person Accepting Service:

Sex:	Age:	Race:	Height:	Weight:	Hair:
FEMALE	56-60	WHITE	5ft 4in - 5ft 7in	131 lbs - 150 lbs	Brown
(x) Military Status:	<input type="checkbox"/> Refused	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Marriage:	
(x) Marital Status:	<input type="checkbox"/> Refused	<input checked="" type="checkbox"/> Not married	<input type="checkbox"/> Married	<input checked="" type="checkbox"/> Married, but separated	
(x) Mobile Home:	<input type="checkbox"/> Yes/VIN Not Visible	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Vin:	

COMMENTS:

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/court in which the process was served, and/or am otherwise duly authorized to have served process in the jurisdiction where process was served.

"Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true." F.S. 92.525

  
Server Signature / ProVest Case id # 4857992

Notary Not Required Pursuant to FS 92.525

NIXON FLEURIMOND  
Process Server ID / Title (if applicable): Certified Process Server 1316

NOTARY CERTIFIED COPY

EXHIBIT 17A  
Michael Cook  
5/15/19  
FENGAD BOCKST-588

# **EXHIBIT 10**





CA AS4210-17

RETURN OF SERVICE

IN THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA  
PLAINTIFF HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR SO MORTGAGE SECURITIES TRUST 2005-OPT1, ASSET BACKED CERTIFICATES,  
SERIES 2005-OPT1; et seq.

vs.  
DEFENDANT MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN, ET AL,  
DEFENDANT TO BE SERVED: UNKNOWN SPOUSE OF MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN

CASE NO 50-2017-ca-003860  
DIVISION AW

TYPE OF PROCESS: SUMMONS & COMPLAINT, LIS PENDENS

I received the process on the 04/13/2017 at 10:47 AM

I  served  not served the within named defendant on  
ON DATE/TIME: 4/14/2017 7:23:00 AM at \_\_\_\_\_

AT ADDRESS WHERE SERVED 623 36TH STREET  
(OR ATTEMPTED) WEST PALM BEACH, FL 33407

NON-SERVICE: For the reason that after diligent efforts, I could not serve the Defendant identified above at the address stated above.

- |   |  |  |                                  |                        |
|---|--|--|----------------------------------|------------------------|
| <input type="checkbox"/> Military Status:       | <input type="checkbox"/> Refused             | <input type="checkbox"/> No            | <input type="checkbox"/> Yes     | Branch                 |
| <input type="checkbox"/> Marital Status:        | <input type="checkbox"/> Refused             | <input type="checkbox"/> Not married   | <input type="checkbox"/> Married | Married, but separated |
| <input checked="" type="checkbox"/> Mobile Home | <input type="checkbox"/> Yes/VIN Not Visible | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes     | Vin:                   |

COMMENTS:  
NON-SERVICE NOT MARRIED

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/court in which the process was served, and/or am otherwise duly authorized to have served process in the jurisdiction where process was served.

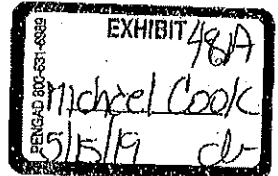
"Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated therein are true." F.S. 92.525

\_\_\_\_\_  
Server Signature / ProVest Case Id # 4857992

Notary Not Required Pursuant to PS 92.525

NIXON J. BURMOND  
Process Server ID / Title (if applicable): Certified Process Server 1316

NOTARY CERTIFIED COPY



# **EXHIBIT 11**



04:AS4210-17

RETURN OF SERVICE

IN THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA

PLAINTIFF HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR SO MORTGAGE SECURITIES TRUST 2005-OPT1, ASSET BACKED CERTIFICATES, SERIES 2005-OPT1; et seq.

vs.

DEPNDANT MONIQUE L'ITALIEN A/K/A MONIQUE E. L'ITALIEN A/K/A MONIQUE L. ITALIEN, ET AL,  
DEPNDANT TO BE SERVED: UNKNOWN TENANT IN POSSESSION OF SUBJECT PROPERTY

CASE NO 50-2017-02-003860  
DIVISION AW

TYPE OF PROCESS: SUMMONS & COMPLAINT, LIS PENDENS

I received the process on the 04/13/2017 at 10:47 AM

I ( ) served (x) not served the within named defendant on

ON DATE/TIME: 4/14/2017 7:23:00 AM \_\_\_\_\_ at

AT ADDRESS WHERE SERVED 623 36TH STREET  
(OR ATTEMPTED) WEST PALM BEACH, FL 33407

(x) NON-SERVICE: For the reason that after diligent efforts, I could not serve the Defendant identified above at the address stated above.

- ( ) Military Status: ( ) Refused ( ) No ( ) Yes
- ( ) Marital Status: ( ) Refused ( ) Not married ( ) Married ( ) Married, but separated
- (x) Mobile Home ( ) Yes/VIN Not Visible (x) No ( ) Yes

COMMENTS:

NO OTHER TENANTS AGE 18 YEARS OR OLDER RESIDE WITHIN PROPERTY

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served, and/or am otherwise duly authorized to have served process in the jurisdiction where process was served.

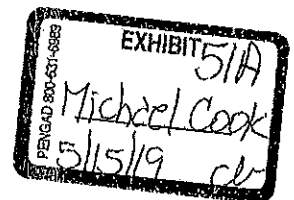
"Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true." F.S. 92.525

X \_\_\_\_\_  
Server Signature / ProVest Case Id # 4857992

Notary Not Required Pursuant to FS 92.525

NIXON FLURIMOND  
Process Server ID / Title (if applicable): Certified Process Server 1316

NOT A CERTIFIED COPY



# **EXHIBIT 12**

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
CASE NO. 50-2017-CA-003860-XXXX-MB

HSBC BANK USA, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR SG MORTGAGE SECURITIES TRUST  
2005-OPT1, ASSET BACKED CERTIFICATES,  
SERIES 2005-OPT1,  
Plaintiff,

vs.

MONIQUE L'ITALIEN A/K/A MONIQUE E.  
L'ITALIEN A/K/A MONIQUE L. ITALIEN;  
STEFANIE J. L'ITALIEN A/K/A STEFANIE L.  
L'ITALIEN, et al.  
Defendants

AFFIDAVIT OF TIME AND EFFORT  
Bar No.: 106384

STATE OF FLORIDA  
COUNTY OF BROWARD

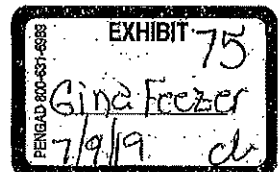
BEFORE me, the undersigned authority, personally appeared Evan R. Heffner, Esq. who having  
been duly sworn, deposes and says:

That, as attorney(s) for Plaintiff ("Firm") in the above styled action; affiant and Firm have expended time  
as follows:

Review information received from client	1.00 hours
Initial title search	1.00 hours
Obtain and review exhibits to proposed Complaint. Preparation of <i>Lis Pendens</i> , Civil Cover Sheet, Value Estimate, Complaint, Exhibits, Certificate of Possession of Original Note or Affidavit of Lost Note (as applicable), Summons, Motion and Order Appointing Process Server as applicable. Review defendant bankruptcy and military service member status as appropriate. Forward proposed Complaint to client for review.	2.00 hours
Client communications regarding revisions to proposed Verified Complaint. Revision of Complaint as needed. Re-review defendant bankruptcy and military service member status as appropriate. Receipt of Verified Complaint from client in compliance with Section 702.015, Florida Statutes and Rule 1.115. Final review, signing, and filing of Complaint with Clerk of Court.	1.50 hours
Supplemental title search	0.50 hours
Preparation of Requests for Certificates of Military Service. Review of Certificates of Military Service.	0.50 hours
Review of returns of service. Communication with process server regarding additional service attempts, or amended service returns as appropriate. Review	1.25 hours

AS4210-17/ts

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK, 05/09/2017 01:13:25 PM



affidavits of diligent search as needed. Review and revise service list.  
Preparation and filing of Notice of Action as needed. Review proof of  
publication as needed. Review and filing of Notice of Dropping defendants as  
appropriate.

Review service status, docket status, and perform initial review of defendant  
responses and correspondence. Prepare and file motions and orders to default  
defendants as appropriate, supported by affidavits regarding military status.  
Obtain signed orders of default as appropriate. 1.25 hours

Review case status and correspondence, miscellaneous telephone  
communications, and communications with client regarding status. 1.00 hours

Preparation of Motion for Summary Final Judgment of Foreclosure, Affidavit of  
Indebtedness,, Attorney's Fee Affidavit, Affidavit of Time and Effort, and  
notice of filing loan documents as may be appropriate. File and serve Notice of  
Hearing. word/2003/

Review defendant bankruptcy and military service member status. Preparation  
and review of proposed final judgment, and notice of sale, certificate of sale,  
certificate of disbursements, certificate of title and cover letter to Court as may  
be appropriate. Preparation and sending of HUD letters in accordance with  
FHA requirements as needed. 2.00 hours

Communications with client regarding proceeding to final hearing. Preparation  
and attendance at final hearing. 1.00 hours

**TOTAL** 15.00 hours

The Firm's hourly fee based on flat fee agreement is \$207.00.

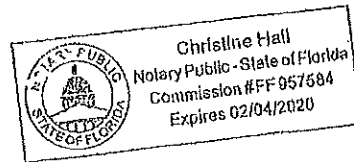
\$207.00 per hour @ 15.00 hours = \$3,105.00

THIS CONCLUDES THIS AFFIDAVIT.

By: E R Heffner  
Name: Evan R. Heffner, Esq.  
Florida Bar # 106384  
Title: Associate Attorney  
Date: 5/9/17  
Employer: Van Ness Law Firm, PLC

Sworn to and subscribed before me this  
9 day of may, 2017.

Christine Hall  
NOTARY PUBLIC, STATE OF FLORIDA  
Commissioned Name of Notary Public \_\_\_\_\_  
Personally known X or produced identification \_\_\_\_\_



# **EXHIBIT 13**

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA  
CASE NO. CACE-18-011118

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, SERIES 2006-AR1,

Plaintiff,

vs.

YVONNE M. CIESIELSKA, et al.

Defendants

**AFFIDAVIT OF TIME AND EFFORT**

Bar No.: 96348

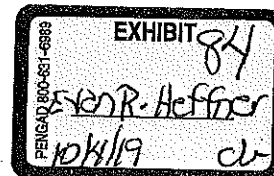
STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE me, the undersigned authority, personally appeared Calisha A. Francis, Esq who having been duly sworn, deposes and says:

That plaintiff's counsel has been retained on a flat fee in the total amount shown below, for the following legal services encompassed within the flat fee, which covers uncontested foreclosure legal services through entry of final judgment, as shown below.

Review information received from client	1.00 hours
Initial title search	1.00 hours
Obtain and review exhibits to proposed Complaint. Preparation of <i>Lis Pendens</i> , Civil Cover Sheet, Value Estimate, Complaint, Exhibits, Certificate of Possession of Original Note or Affidavit of Lost Note (as applicable), Summons, Motion and Order Appointing Process Server as applicable. Review defendant bankruptcy and military service member status as appropriate. Forward proposed Complaint to client for review.	2.00 hours
Client communications regarding revisions to proposed Verified Complaint. Revision of Complaint as needed. Re-review defendant bankruptcy and military service member status as appropriate. Receipt of Verified Complaint from client in compliance with Section 702.015, Florida Statutes and Rule 1.115. Final review, signing, and filing of Complaint with Clerk of Court.	1.50 hours
Supplemental title search	0.50 hours
Preparation of Requests for Certificates of Military Service. Review of Certificates of Military Service.	0.50 hours
Review of returns of service. Communication with process server regarding additional service attempts, or amended service returns as appropriate. Review	1.25 hours

OC11456-18/ts





affidavits of diligent search as needed. Review and revise service list. Preparation and filing of Notice of Action as needed. Review proof of publication as needed. Review and filing of Notice of Dropping defendants as appropriate.

Review service status, docket status, and perform initial review of defendant responses and correspondence. Prepare and file motions and orders to default defendants as appropriate, supported by affidavits regarding military status. Obtain signed orders of default as appropriate. 1.25 hours

Review case status and correspondence, miscellaneous telephone communications, and communications with client regarding status. 1.00 hours

Preparation of Motion for Summary Final Judgment of Foreclosure, Affidavit of Indebtedness, Attorney's Fee Affidavit, Affidavit of Time and Effort, and notice of filing loan documents as may be appropriate. File and serve Notice of Hearing. 2.00 hours


Review defendant bankruptcy and military service member status. Preparation and review of proposed final judgment, and notice of sale, certificate of sale, certificate of disbursements, certificate of title and cover letter to Court as may be appropriate. Preparation and sending of HUD letters in accordance with FHA requirements as needed. 2.00 hours

Communications with client regarding proceeding to final hearing. Preparation and attendance at final hearing. 1.00 hours

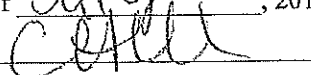
**TOTAL** 15.00 hours

\$207.00 per hour @ 15.00 hours = \$3,105.00

THIS CONCLUDES THIS AFFIDAVIT.

By:   
Name: Calisha A. Francis, Esq  
Florida Bar # 96348  
Title: Associate Attorney  
Date: 7/24/18  
Employer: Van Ness Law Firm, PLC

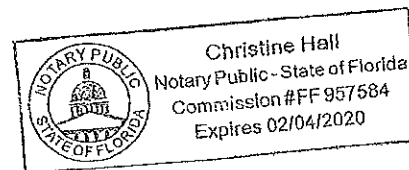
Sworn to and subscribed before me this  
24 day of July, 2018.



NOTARY PUBLIC, STATE OF FLORIDA

Commissioned Name of Notary Public \_\_\_\_\_

Personally known X or produced identification \_\_\_\_\_



# **EXHIBIT 14**

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA  
CASE NO.:

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, SERIES 2006-AR1

Plaintiff,

vs.

YVONNE M. CIESIELSKA; UNKNOWN SPOUSE OF YVONNE M. CIESIELSKA; UNKNOWN HEIRS OF YVONNE M. CIESIELSKA; BANK OF AMERICA, N.A.; FLORIDA HOUSING FINANCE CORPORATION; WEST LAKE VILLAGE HOMEOWNERS' ASSOCIATION, INC.; UNKNOWN TENANTS IN POSSESSION OF SUBJECT PROPERTY;

Defendants.

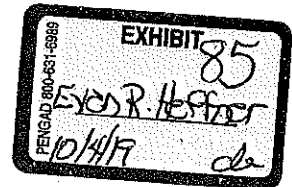
**VERIFIED COMPLAINT FOR FORECLOSURE OF MORTGAGE**

Plaintiff, HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, SERIES 2006-AR1, sues the Defendants YVONNE M. CIESIELSKA; UNKNOWN SPOUSE OF YVONNE M. CIESIELSKA; UNKNOWN HEIRS OF YVONNE M. CIESIELSKA; BANK OF AMERICA, N.A.; FLORIDA HOUSING FINANCE CORPORATION; WEST LAKE VILLAGE HOMEOWNERS' ASSOCIATION, INC.; UNKNOWN TENANTS IN POSSESSION OF SUBJECT PROPERTY; and alleges:

**MORTGAGE FORECLOSURE**

1. This is an action to foreclose a mortgage on real property in BROWARD County, Florida.
2. The Court has jurisdiction over the subject matter.
3. On or about August 12, 2005, YVONNE M. CIESIELSKA executed and delivered a promissory note. A copy of the note is attached hereto as Exhibit "A".

OC11456-18laf



4. On or about August 12, 2005, YVONNE M. CIESIELSKA executed and delivered a mortgage securing payment of the note to GREENPOINT MORTGAGE FUNDING, INC. The mortgage was recorded on October 4, 2005, in Official Records Book 40645, at page 279, of the Public Records of BROWARD County, Florida, and encumbered the property described in the mortgage then owned by and in possession of the mortgagor, a copy of the mortgage being attached hereto as Exhibit "B".

5. The mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor(s) or the mortgagor(s)' predecessor(s) in interest.

6. Plaintiff is the holder of the original note secured by the mortgage and is entitled to foreclose pursuant to Florida Statute 673.3011(1).

7. Ocwen Loan Servicing, LLC ("Ocwen") is the loan servicer for this particular loan. Plaintiff has delegated Ocwen the authority to service the loan on its behalf pursuant to a (Limited) Power of Attorney, attached hereto as Exhibit "C".

8. Defendant(s) have defaulted under the note and mortgage by failing to pay the payment due as of October 1, 2017, and all subsequent payments.

9. Plaintiff declares the full amount payable under the note and mortgage to be due, except to the extent any part of that amount is or would be subject to a statute of limitations defense.

10. Defendant(s) owe Plaintiff \$185,686.50, that is due and owing on principal on the note and mortgage, plus interest from and after September 1, 2017, and title search expenses for ascertaining necessary parties to this action, pursuant to the documents attached, except for those defendants who have been discharged in bankruptcy.

11. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem Taxes, premiums on insurance required by the mortgage and other necessary costs, or may be required to make such advances during the pendency of this action. Any such sum so paid will be due and owing to the Plaintiff.

12. The property is now owned by Defendant YVONNE M. CIESIELSKA, and the record legal title to said mortgaged property is now vested in Defendant, YVONNE M. CIESIELSKA.

13. All conditions precedent to the acceleration of this mortgage note and to foreclosure of the mortgage have occurred.

14. Plaintiff is obligated to pay Plaintiff's attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys' fees pursuant to the express terms of the note and mortgage.

15. Plaintiff alleges that the claims of the remaining Defendants are secondary, junior, inferior and subject to the prior claim of Plaintiff.

16. Defendant, UNKNOWN SPOUSE OF YVONNE M. CIESIELSKA, may claim an interest in the subject property by virtue of marriage to YVONNE M. CIESIELSKA. Said interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

17. Defendant, UNKNOWN HEIRS OF YVONNE M. CIESIELSKA, may claim an interest in the subject property by virtue of any possible interest, but the interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

18. Defendant, BANK OF AMERICA, N.A., may claim an interest in the subject property by virtue of Home Equity Line of Credit Short Form Mortgage recorded May 2, 2007, in the Public Records of BROWARD County as O.R. Book 43971 Page 1251. Said interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

19. Defendant, FLORIDA HOUSING FINANCE CORPORATION, may claim an interest in the subject property by virtue of Subordinate Mortgage recorded August 17, 2016, in the Public Records of BROWARD County as Instrument No. 113877209 Said interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

20. Defendant, WEST LAKE VILLAGE HOMEOWNERS' ASSOCIATION, INC., may claim an interest in the subject property by virtue of unpaid assessments, dues or any other possible interests. Said interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

21. Defendant, UNKNOWN TENANTS IN POSSESSION OF SUBJECT PROPERTY, may claim an interest in the subject property by virtue of being in actual possession of subject property. The possession of Subject Property is subject to the lien of Plaintiff's mortgage. The possessory interest of

Defendant in this residential property may be extended under Title VII - Protecting Tenants at Foreclosure Act if Defendant is able to provide a valid Lease and/or proof of continual payments to current owner (ie. *bona fide tenancy*). This proof of *bona fide tenancy* must be provided to Plaintiff within twenty days of service of process, otherwise, Plaintiff will assume Tenancy is not bona fide.

22. Any and all unknown parties claiming by, through, under, and against the herein named individual defendant(s) who are not known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, devisees, grantees, or other claimants are joined as defendants herein. The claims of said defendants are subordinate, junior, and inferior to the interest of the Plaintiff.


WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, for costs (and, when applicable, for attorneys' fees), and, if the proceeds of the sale are insufficient to pay plaintiff's claim, a deficiency judgment. Request that subject to any applicable statute of limitations, that the Court ascertain the amount due to Plaintiff for principal and interest on the Mortgage and Note and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage and Note are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy the Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031; that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereinafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including

the issuance of a writ of possession and the entry of a deficiency judgment decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

**VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Executed on this 2 day of May, 2018.

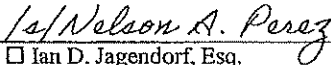
By:   
Printed Name: Donealia Wilson  
Title: Contract Management Coordinator  
OCWEN LOAN SERVICING, LLC, as Attorney in  
Fact for HSBC BANK USA, NATIONAL  
ASSOCIATION AS TRUSTEE FOR DEUTSCHE  
ALT-A SECURITIES, INC., MORTGAGE LOAN  
TRUST, SERIES 2006-AR1  
Company: \_\_\_\_\_

RE: Borrower: YVONNE M. CIESIELSKA  
Address: 1755 SEAGRAPE WAY, HOLLYWOOD FL 33019  
File #: OC11456-18

Pursuant to the Fair Debt Collection Practices Act you are hereby advised that a portion of our practice involves the collections of debts and any information obtained may be used for that purpose

DATED this 8th day of May, 2018

VAN NESS LAW FIRM, PLC  
1239 E. Newport Center Drive, Suite 110  
Deerfield Beach, Florida 33442  
Ph: (954) 571-2031  
PRIMARY EMAIL: [pleadings@vanlawfl.com](mailto:pleadings@vanlawfl.com)

By:   
 Ian D. Jagendorf, Esq.  
Bar Number: 033487  
 Nelson A. Perez, Esq.  
Bar Number: 102793

# **EXHIBIT 15**





Ocwen Financial Corporation

# Invoicing Procedure - Foreclosure Invoice Methodology

Version 1

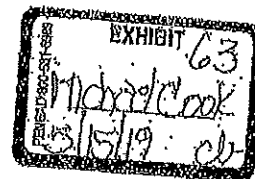
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Document Owner: Manager, Default Servicing Ops Control

Approved: 08/30/2016

Approved By: APMG & Invoicing Control Director

Reference #: 13288



# **EXHIBIT 16**

Sec. 18-206. - Purpose and intent.

It is the purpose and intent of this division to establish a process to reduce and address the amount of abandoned and deteriorated real property located within the city. This division is further intended to specifically establish an abandoned property program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties, including but not limited to, properties that are in mortgage foreclosure, or where ownership has been transferred to a lender or mortgagee by any legal method. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned and vacated properties including those properties which are subject to mortgages that may or may not be in default.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-207. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall apply.

*Abandoned real property* means any real property that is vacant, and is under a public notice of default, or is pending a mortgage foreclosure, or notice of mortgagee's sale, or lien sale and/or properties that have been the subject of a mortgage foreclosure sale where title is retained by the mortgagee, and/or any properties transferred under a deed-in-lieu of foreclosure sale, a short sale or any other legal means.

*Building* means any structure that is enclosing a space used for sheltering any occupancy. The term "building" shall include commercial buildings, single or multifamily dwellings and vacant structures, whether occupied or not.

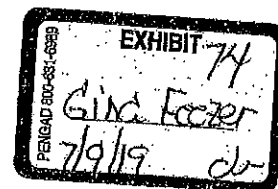
*Default* means that the mortgagee has filed a foreclosure action or public notice of default on the mortgage. A mortgage shall be considered in default at such time as the mortgagee declares said mortgage to be in default either in writing, by recording a lis pendens, by commencing foreclosure proceedings; or by any other actions demonstrating a breach of a security covenant on a property.

*Distress* means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that a vacant property is neglected, abandoned or otherwise not being regularly maintained. Such conditions include, but are not limited to: a repeat violation of any provision of this Code, as defined in F.S. § 162.04(5); overgrown and/or dead vegetation; the accumulation of trash, junk and/or debris; the accumulation of newspapers, circulars, flyers and/or mail; unclaimed notices posted pursuant to F.S. § 162.12; unsecured doors, windows or other openings; the presence of an unsanitary, stagnant swimming pool; the presence of boards over doors, windows or other openings in violation of section 18-265.

*Enforcement officer* means any law enforcement officer, building official, fire inspector or code enforcement officer employed by the city.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles auto parts or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail, or statements by neighbors, passers-by, delivery agents or government agents; or the presence of boards over doors, windows or other openings in violation of section 18-265.

*Foreclosure* means the judicial process by which a property, placed as security for a mortgage loan, after a judicial process, is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.



*Owner* means any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, property holder as any other person, firm, corporation or legal entity having a vested or contingent interest or, in the case of a leased premises, the legal holder of the lease of his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation or legal entity responsible for the construction, maintenance and operation of the building, facilities or premises involved.

*Property management company* means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

*Secure manner* shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure, and in the case of broken windows, such windows shall be secured by re-glazing.

*Vacant commercial storefront* means any building or structure which has been utilized for a commercial purpose and which contains windows on the ground floor which front upon a public street, sidewalk or right-of-way.

*Vacant or unimproved lot* means any parcel of land not containing a building or structure.

*Vacant property* means any parcel of land in the city that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "evidence of vacancy" above which is without lawful tenant, or lawful occupant or without a certificate of occupancy. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, personal matters or business, or is not intended by the owner to be left vacant, so long as the period does not exceed 30 days.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-208. - Responsibilities of owners.

All owners of structures, vacant buildings, vacant structures and vacant or unimproved lots shall comply with the requirements in this division.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-209. - Registration of vacant property.

- (a) *Registration by owner.* Every owner of vacant property shall register with the city by filing a registration application prescribed by the city within ten days of vacancy. Vacant property, on which a registration is existing at the time of the enactment of this ordinance [March 5, 2012] must re-register pursuant to this section within 30 days.
- (b) A registration application shall contain at least the following information:
- (1) The address and parcel control number of the vacant property;
  - (2) For purposes of notice, the name, telephone number, mailing address, and e-mail address of the owner;
  - (3) For purposes of notice, the name, telephone number, mailing address, and e-mail address of an individual or entity designated by the owner who has the authority to make decisions concerning the abatement of nuisance conditions at the vacant property, as well as any expenditure in connection therewith;
  - (4) The city reserves the right to require such other information as needed to carry out the public purpose and intent of this article.

- (c) An annual registration fee, per property, for the vacant property registration, shall be established by resolution of the city commission and kept on file in the development services department. Such fee shall accompany the registration form and shall be for the costs of registration and enforcement and the protection against and removal of blight and real property deterioration. Said fees shall be deposited to a special revenue account dedicated to the cost of the development services department's implementation and enforcement of this article and any registries so required.
- (d) Registration pursuant to this section shall be required annually for as long as the property is vacant and shall remain a continuing obligation for a period of one year from the date that the property is no longer vacant. A case initiated pursuant to this section may be presented to the special magistrate even if, prior to a hearing, the property is no longer vacant or no longer showing evidence of distress.
- (e) Properties subject to this section shall remain under the registration requirement, and the inspection, security, and maintenance standards set forth in sections 18-211 and 18-212 of this Code as long as they remain vacant.
- (f) Any person or other legal entity that has registered a property under this section must report any change of information contained in the registration within ten days of the change. There shall be no fee to update the current owner's information.
- (g) Failure of the property owner of record to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this ordinance [Ordinance No. 4410-12] is a violation of this article and shall be subject to enforcement by any of the enforcement means available to the city.
- (h) Pursuant to a finding by the special magistrate that any property is in violation of this article the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and to bring it into compliance.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-210. - Inspection and registration of vacant property by mortgagee holding mortgages in default.

- (a) This section applies to abandoned real property located within the city, which property is in or has been in mortgage foreclosure, or where ownership has been transferred to a lender or mortgagee by any legal method.
- (b) Any mortgagee who holds a mortgage on abandoned real property located within the city shall perform an inspection of the property upon default by the mortgagor or prior to the issuance of a notice of default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed vacant or abandoned and the mortgagee shall, within ten days of the inspection, register the property with the city's development service department, or its designee on forms promulgated by the development service department.
- (c) Property inspected pursuant to subsection (a) above that is occupied but remains in default, shall be inspected on a regular basis by the mortgagee or mortgagee's designee.
- (d) Within ten days of the date any mortgagee declares its mortgage to be in default, the mortgagee shall register the subject abandoned real property with the city's development service department, or its designee on forms promulgated by the development service department or the department's designee in accordance with section 18-209. At the time of registration, the mortgagee shall also designate in writing a local property manager to inspect, maintain and secure the real property subject to the mortgage in default.
- (e) Registration shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, and telephone number and name of the local property manager and said person's address, e-mail address, and telephone number. The local property manager shall be responsible to inspect, secure and maintain the property. The property manager named in the

registration shall be located within 20 miles of the city and available to be contacted by the city, Monday through Friday between 9:00 a.m. and 5:00 p.m., holidays excepted.

- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure.
- (g) Properties subject to this section shall remain under the registration requirement, and the inspection, security, and maintenance standards set forth in sections 18-209, 18-211 and 18-212 of this Code as long as they remain vacant or subject to having been declared by a mortgagee to be in default.
- (h) Any person or other legal entity that has registered a property under this ordinance must report any change of information contained in the registration within ten days of the change.
- (i) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this section 18-209 is a violation of this article and shall be subject to enforcement by any of the enforcement means available to the city.
- (j) Pursuant to a finding by the special magistrate that any property is in violation of this article the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and to bring it into compliance.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-211. - Vacant property maintenance requirements.

- (a) Properties subject to this article shall be maintained in accordance with the city's property maintenance code found in chapter 18, article IV of this Code.
- (b) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of this Code and issuance of a citation or notice of violation/notice of hearing by a city code compliance officer. Pursuant to a finding and determination by the special magistrate, the city may take the necessary action to ensure compliance with this section.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-212. - Vacant property security requirements.

- (a) Properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) If a mortgage on a property is in default, and the property has become vacant or abandoned, a local property manager shall be designated by the mortgagee to perform the work necessary to bring the property into compliance with the Code of Ordinances and the local property manager must perform regular inspections to verify compliance with the requirements of this section, and any other applicable laws or ordinances of the city. These inspections shall be conducted at least bi-weekly. Upon the request of the city or its authorized representative, the local property management company shall provide a copy of the inspection reports to the code compliance department.
- (c) When a property subject to this article becomes vacant or abandoned it shall be posted with the name and 24-hour contact telephone number of the local property manager. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than 18 inches x 24 inches and shall be of a font that is legible from a distance of 45 feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY AND IS INSPECTED ON A REGULAR BASIS.  
THE PROPERTY MANAGER CAN BE CONTACTED BY TELEPHONE AT OR BY EMAIL AT

- (d) The posting required in subsection (c) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials to withstand normal exposure to the elements.
- (e) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this article, and post and maintain the signage noted in this section, is unlawful and a class C violation and shall be subject to enforcement by any of the enforcement means available to the city. Pursuant to a finding and determination, the city may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

(Ord. No. 4410-12, § 4, 3-5-2012)

Sec. 18-213. - Reserved.

Sec. 18-214. - Vacant structures, unimproved lots.

- (a) All materials used to board or secure a vacant building against entry shall be painted in a workmanlike fashion in the same color as other exterior walls of the building.
- (b) Every owner of a building or structure that is vacant and unsecured shall secure and maintain in secure condition all entrances and all other openings of such building or structure including, but not limited to, windows and doorways.
- (c) Such vacant building or structure shall be secured as follows:
  - (1) On all vacant buildings or structures other than vacant commercial storefronts, the ground floor entrances, windows and other openings of such vacant building or structure shall be secured and sealed with concrete block or other materials providing the same level of protection against forced entry as determined by the building official or his designee. For purposes of this section the term "ground floor entrances" shall include all openings which are readily accessible to a person six feet in height without use of a ladder or other climbing aid.
  - (2) All other unsecured entrances, windows and openings not covered by subsection (c)(1) of this section shall be secured by wood or other similar materials approved by the building official or his designee. Entrances and windows above the ground floor shall be regarded as secure if the entrances are locked and not otherwise open to entry and the windows contain glass which is not cracked or broken or shutters which prevent entry.
  - (3) As an alternative to subsections (c)(1) and (2) of this section, vacant buildings and structures may be secured in accordance with a total building security plan if approved by the building official.
  - (4) As an exception to subsections (c)(1) and (2) of this section, whenever any ground floor window of a vacant commercial storefront is found to be shattered, cracked, missing or broken, the owner of such building shall be required to repair or replace the window.
- (d) Every owner of a vacant building, structure or lot, shall provide and maintain all unpaved areas of the site with grass, ground cover, shrubbery, or other suitable plant material. Paving of vacant lots shall be prohibited unless a site plan has been approved by the planning and zoning department.

(Ord. No. 4410-12, § 4, 3-5-2012)