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11 **IN THE UNITED STATES DISTRICT COURT**
 12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 13

14
 15 BONNIE LYNNE STROMBERG, on
 16 behalf of herself and all others similarly
 16 situated,

17 Plaintiff,

18 vs.

19 OCWEN LOAN SERVICING, LLC,
 19 MORGAN STANLEY PRIVATE BANK,
 20 N.A., RBS CITIZENS, N.A., and DOE
 20 DEFENDANTS 1-50,

21 Defendants.
 22

Case No.: 15-cv-04719-RMW

THIRD AMENDED COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

23
 24 Plaintiff Bonnie Lynne Stromberg (“Plaintiff”) brings this action on behalf of herself and all
 25 other similarly situated persons against defendants Ocwen Loan Servicing, LLC (“Ocwen”),
 26 Morgan Stanley Private Bank, N.A. (“MSPB”), RBS Citizens, N.A. (“Citizens”), and DOES
 27 1 through 50 (collectively “Defendants”). Plaintiff makes the allegations contained in this
 28 Complaint on the basis of personal knowledge as to her own actions, and on the basis of

1 information and belief as to those of Ocwen, Morgan Stanley, Citizens, and other persons, as
2 follows:

3
4 **NATURE OF THE ACTION**

5 1. This action arises from the systematic and continuing failure of a major
6 mortgage loan servicing company (Ocwen) to take steps required by California law to ensure
7 that deeds of trust on real property in the State of California are reconveyed within the time
8 permitted by law after the obligations secured by the deeds of trust have been satisfied. Acting
9 as the agent of MSPB, Citizens and other undisclosed beneficiaries on California deeds of
10 trust who use Ocwen as their loan servicer (Does 1-50), Ocwen has routinely failed to execute
11 and deliver to trustees, within 30 days of loan satisfaction, the documents necessary to
12 reconvey the deeds of trust, including the original notes, deeds of trust and requests for full
13 reconveyances. By such conduct, Ocwen has violated California Civil Code Section 2941(b).
14 By using Ocwen as their agent and loan servicer, and by failing to ensure that Ocwen has
15 taken the actions required by Section 2941(b) or taking those actions themselves, Defendants
16 MSBS, Citizens and Does 1 through 50 have also violated section 2941(b)

17 2. Under California Civil Code 2941(b), the beneficiary or assignee of the
18 beneficiary of any deed of trust must, within thirty calendar (30) days after the obligation
19 secured by the deed of trust is satisfied, execute and deliver to the trustee the original note,
20 deed of trust and a request for a full reconveyance and such other documents as may be
21 necessary to reconvey, or cause to be reconveyed, the deed of trust. To ensure timely clearing
22 of title, the trustee then has 21 days to record or cause the reconveyance to be recorded in
23 the county office in which the mortgage is recorded. Cal. Civ. Code § 2941(b)(A).

24 3. Violation of Cal. Civ. Code § 2941 makes the violator liable to the borrower or
25 other person affected by the violation for all damages sustained by the violation, and requires
26 the violator to forfeit to the mortgagor the sum of \$500. Cal. Civ. Code § 2941(d).

27 4. Defendants Ocwen, Morgan Stanley, Citizens and DOES 1 through 50 each
28 violated § 2941(b) by failing to comply with the requirements thereof with respect to

1 Plaintiff's home equity line of credit ("HELOC"), which was secured by a deed of trust, and
2 with respect to the loans of similarly situated persons whose loans were secured by deeds of
3 trust on real property in California.

4 5. Plaintiff seeks relief in this action in the form of both actual and statutory
5 damages and declaratory relief on behalf of herself and the class of similarly situated persons
6 she seeks to represent.

7 **JURISDICTION AND VENUE**

8 6. This Court has jurisdiction over Defendants Morgan Stanley, Citizens, Ocwen
9 and DOES 1 through 50 because they are, and were at all times relevant to the allegations
10 herein, authorized to conduct, and do and did conduct, business in the State of California and
11 this District; have sufficient minimum contacts within the State of California and this District;
12 and otherwise avail themselves of the markets in this state and the Northern District of
13 California. Specifically, Defendants engage in the promotion, sale, marketing, distribution and
14 operation of their loan and loan servicing products and services, so as to render the exercise
15 of jurisdiction by this Court appropriate.

16 7. Plaintiff is informed and believes, based on the Notice of Removal by
17 Defendant Ocwen Loan Servicing, LLC (ECF 1) and the statements made therein, that this
18 Court has subject matter jurisdiction of the claims asserted in this action pursuant to 28 U.S.C.
19 § 1332(d)(2).

20 8. Venue is proper in the United States District Court of California, San Jose
21 Division, pursuant to 28 U.S.C. §§ 84(a) and 1391(a), 1446(a) because the original action
22 removed to this Court was filed in Santa Clara County, California.

23 **PARTIES**

24 9. At all times relevant to this action, Plaintiff Bonnie Lynne Stromberg has been
25 the owner of a property at 2405 Ric Drive, Gilroy, California 95020 (the "Stromberg
26 Property") that was encumbered by a HELOC for which Morgan Stanley's predecessor in
27 interest was the lender and Ocwen was the loan servicer.
28

1 10. Defendant Ocwen, a subsidiary of Ocwen Financial Corporation, is a servicer
2 of mortgage loans throughout the country, including loans secured by deeds of trusts on
3 property located in California. Ocwen services such loans on behalf of lenders and investors,
4 including pooled mortgage-backed securities, who are the beneficiaries or assignees on the
5 loans and deeds of trust. Defendant Ocwen maintains its principal place of business at 1661
6 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

7 11. Defendant Morgan Stanley Private Bank, N.A. (“MSPB”) is a National Bank
8 and the successor in interest, through a corporate reorganization merger in May of 2011, to
9 Morgan Stanley Credit Corporation, formerly known, prior to April 2005, as Morgan Stanley
10 Dean Witter Credit Corporation, the original lender and beneficiary of the Deed of Trust of
11 the loan at issue in this action. MSPB maintains its principal place of business at 2000
12 Westchester Avenue, Purchase, N.Y. 10577.

13 12. Defendant RBS Citizens, N.A. (“Citizens”) is a National Bank and the
14 purported recipient of a beneficial interest in Plaintiff’s deed of trust, through a purchase of
15 investor rights from MSPB or one of its predecessors. Pursuant to a Corporate Assignment
16 of Deed of Trust dated June 2, 2015 and recorded in the office of the Santa Clara County
17 Recorder on July 1, 2015, Citizens became the assignee of Plaintiff’s deed of trust. Citizens
18 maintains its principal place of business at One Citizens Plaza, Riverside, RI 02903.

19 13. DOE Defendants 1 through 50 are the beneficiaries or assignees of deeds of
20 trusts on real property in California who, like MSPB and Citizens, used Ocwen to service the
21 obligations secured by those deeds of trust, where such obligations were satisfied more than
22 30 days before the original note, deed of trust, request for a full reconveyance and such other
23 documents as may have been necessary to reconvey the deed of trust were delivered, if at all,
24 to the trustee. Discovery in this matter is expected to identify these defendants and the scope
25 of their role in the transactions and omissions alleged herein, at which time Plaintiff will
26 amend or seek leave to amend the complaint.

1 **FACTUAL BACKGROUND**

2 **A. California Law**

3
4 14. Large nationwide mortgage lenders and loan servicers such as Ocwen, MSPB
5 and Citizens, which are typically headquartered far from the communities for which they
6 provide and service mortgage loans, frequently fail to comply with their obligations to record
7 loan satisfaction documents on a timely basis. Indeed, mortgage satisfaction documents like
8 reconveyances of deeds of trust are often recorded months, if not years, after they are due.

9 15. Failing to timely record a full reconveyance of a deed of trust is not a trivial
10 administrative deficiency. The failure to timely file the necessary reconveyance documents
11 can frustrate property owners who need marketable title to complete the sale or refinancing
12 of their properties. This is because a title company cannot provide a clear title report in cases
13 where deeds of trust to the property remain “open” due to a beneficiary’s and/or their
14 assignees’ failure to timely record a full reconveyance of the deed of trust.

15 16. Recognizing the significance of timely recording of reconveyances of deeds of
16 trust, and to address beneficiaries’ and/or their assignees’ failures to take steps to ensure that
17 such documents are recorded in a timely manner, California enacted Cal. Civ. Code § 2941(b),
18 which provides that the beneficiary of a deed of trust or its assignee is required to execute
19 and deliver to the trustee, within 30 days after the obligation secured by the deed of trust has
20 been satisfied, the original promissory note, deed of trust, request for reconveyance and other
21 documents as may be necessary to reconvey the deed of trust. The trustee then has 21 days
22 to record (or cause to be recorded) the reconveyance of the deed of trust in the county office
23 in which the mortgage is recorded.

24 17. Under Cal. Civ. Code § 2941(d), a violation of §§ 2941(b) makes the violator
25 liable to the person affected by the violation for all damages which that person may sustain
26 by reason of the violation, and requires that the violator forfeit to that person the sum of five
27 hundred dollars (\$500.00).

1 **B. Plaintiff’s Loan Transaction and Defendants’ Failure to Timely Deliver**
2 **Documents to the Trustee**

3
4 18. On March 2, 2005, Plaintiff obtained a 10-year HELOC loan (the “Loan”) in
5 the amount of \$150,000.00, with a maturity date of April 9, 2015, from Defendants’
6 predecessor in interest, Morgan Stanley Dean Witter Credit Corporation. The loan was
7 secured by a deed of trust on the Stromberg Property, which Plaintiff executed in favor of
8 Morgan Stanley Dean Witter Credit Corporation as the beneficiary (the “Deed of Trust”).
9 The Deed of Trust was recorded in the Santa Clara County Clerk-Recorder’s Office on April
10 11, 2005.

11 19. On or about September 23, 2008, Morgan Stanley Dean Witter Credit
12 Corporation was renamed Morgan Stanley Credit Corporation.

13 20. On or about June 6, 2011, Morgan Stanley Credit Corporation was acquired,
14 through a corporate reorganization merger, by Defendant MSPB.

15 21. From the inception of the Loan in March of 2005 until April 30, 2012, the Loan
16 was serviced by Morgan Stanley Home Loans, an affiliate of MSPB.

17 22. Effective May 1, 2012, servicing of the Loan was transferred from Morgan
18 Stanley Home Loans to Ocwen pursuant to the terms of a pooling and servicing agreement
19 and/or subservicing agreement. Although Ocwen provided Plaintiff with written notice that
20 servicing of the loan was being transferred to it, the notice did not identify the owner of the
21 loan or the beneficiary or assignee of the Deed of Trust. At no time prior to the filing of this
22 action has Ocwen or any other person disclosed such information to Plaintiff.

23 23. On December 12, 2014, pursuant to Plaintiff’s request, Ocwen provided a
24 payoff statement for the Loan, which stated that the total amount then due was \$19,085.43,
25 and that such payoff needed to be made on or before January 9, 2015. A true and correct
26 copy of this payoff statement is attached hereto as **Exhibit 1**.

27 24. The amount set forth in the payoff statement was inclusive of any applicable
28 fees for preparation and recording of the reconveyance of the deed of trust. Pursuant to Cal.

1 Civ. Code § 2941(e)(i), the trustee or beneficiary may charge a reasonable fee to the trustor
2 for all services involved in the preparation, execution and recordation or the full
3 reconveyance, including any official fees. Such fees may not be charged, however, unless a
4 demand for the fee is included in the payoff demand statement. Cal. Civ. Code § 2941(e)(iii).
5 Thus, Defendants could only collect from Plaintiff fees that were included in Ocwen's
6 December 12, 2014 payoff statement.

7 25. Consistent with its obligations under the applicable pooling and servicing
8 agreement and/or subservicing agreement, the payoff statement Ocwen provided to Plaintiff
9 represents that: “[u]pon receipt of the entire payoff amount, **Ocwen** will execute a release
10 and discharge for the Deed of Trust/Mortgage” Exhibit 1 (emphasis added).

11 26. Pursuant to Ocwen's December 12, 2014 payoff statement, on January 5, 2015,
12 Plaintiff transmitted to Ocwen by wire transfer the sum of \$19,085.43. This sum satisfied all
13 of Plaintiff's obligations under the Loan and included all required fees for the preparation
14 and recording of the reconveyance of the deed of trust.

15 27. By letter dated January 7, 2015, Ocwen acknowledged receipt of the wire
16 transfer as of January 5, 2015, and informed Plaintiff that her “account now reflects a
17 principal balance of \$0.00.” A true and correct copy of this letter is attached hereto as **Exhibit**
18 **2.**

19 28. On January 14, 2015, Plaintiff executed and notarized the required written
20 notice to request that Ocwen close the Loan account. A true and correct copy of this notice
21 is attached hereto as **Exhibit 3.**

22 29. By letter dated February 18, 2015, Ocwen acknowledged that Plaintiff's Loan
23 had been fully paid, but incorrectly identified the payoff date as February 17, 2015, rather
24 than January 5, 2015, the date on which the Loan was actually satisfied. A true and correct
25 copy of this letter is attached hereto as **Exhibit 4.**

26 30. By its letter of February 18, 2015, Ocwen represented and promised that
27 “***Ocwen will send the lien release document to the county courthouse in which your***
28 ***property resides.*** Once we receive confirmation that the release document has been

1 recorded, we will forward you that information for your records. Depending on the state and
2 county involved, *this final step can take up to six (6) months.*” Exhibit 4 (emphasis
3 added).

4 31. On February 19, 2015, Ocwen issued a check to Plaintiff in the amount of \$5.98,
5 to reimburse her for an overpayment of the Loan balance.

6 32. On or about March 16, 2015, Plaintiff received a package from Ocwen again
7 confirming that the Loan had been satisfied and enclosing a copy of the California Agreement
8 and Disclosure Statement, which was marked “PAID.”

9 33. For the reasons described below Ocwen, MSPB and Citizens each had an
10 independent obligation to comply with Cal. Civil Code § 2941(b) by executing and delivering,
11 or causing to be executed and delivered, the required documents to the trustee within 30 days
12 of the date on which the loan obligation secured by the deed of trust on the Stromberg
13 property was satisfied.

14 34. Although the obligation secured by the Deed of Trust was satisfied on January
15 5, 2015, none of the Defendants timely executed and delivered to the trustee the original note,
16 Deed of Trust, request for full reconveyance, and other documents as were necessary for the
17 trustee to reconvey the Deed of Trust, as required by Cal. Civ. Code § 2941(b).

18 35. Defendants cannot avail themselves of the 120-day period set forth in Cal. Civ.
19 Code. § 2941(b)(8), which provides that “a beneficiary who executes and delivers to the
20 trustee a request for a full reconveyance within 30 days of loan satisfaction may, within 120
21 days of loan satisfaction, deliver the original note and deed of trust to either the trustee or the
22 trustor.” This is because the Loan was satisfied as of January 5, 2015, and therefore,
23 Defendants were required to execute and deliver to the trustee a request for reconveyance by
24 February 4, 2015, but they failed to do so.

25 36. On or about April 10, 2015, more than two months after the statutory deadline
26 for execution and delivery of the request for reconveyance, Plaintiff contacted the Santa
27 Clara County Clerk’s office by telephone and inquired as to whether the reconveyance of the
28

1 deed of trust document had been recorded. She was informed by the Clerk's Office that they
2 had not received a reconveyance and release document for the Loan.

3 37. On or about April 21, 2015, Plaintiff spoke to an Ocwen representative who
4 identified herself as "Ellen M." (Ocwen Agent Number 712017), to inquire about whether a
5 reconveyance and release document had been recorded for the Loan. She transferred the
6 Plaintiff to an Ocwen employee named "Amy" (Ocwen Agent Number 711858), who worked
7 in the Research Department. Amy advised Plaintiff that she would investigate and follow up
8 within 48 hours.

9 38. On or about April 22, 2015, Amy called Plaintiff back and informed her that
10 they were in the process of drafting a reconveyance and release document, and that she would
11 contact Plaintiff in 10 to 15 days to update her on the status of the loan satisfaction
12 documents. Plaintiff informed Amy that the delay in recording the reconveyance and release
13 document was causing her "extreme grief" because she was unable to get a new HELOC,
14 which she needed to pay for repairs to the roof of her primary home before the rainy season
15 started. As a result, Defendants' delay in recording the reconveyance and release document
16 forced Plaintiff to delay these roof repairs.

17 39. On April 29, 2015, Plaintiff had a follow up call with Amy, who informed
18 Plaintiff that there was a delay in recording the reconveyance and release document because
19 of a "chain of title problem." Amy told Plaintiff that she needed another 10 to 15 days to
20 resolve the problem and that she would call Plaintiff back to update her on the status of the
21 situation.

22 40. On or May 27, 2015, Plaintiff called Ocwen's Research Department and asked
23 for Amy, who was not available. Plaintiff then spoke with an Ocwen representative who
24 identified himself as "Repali" (Ocwen Agent Number 15616). Repali told Plaintiff that Amy
25 would call her back within 48 hours.

26 41. On or about May 28, 2015, Plaintiff again contacted the Santa Clara County
27 Clerk's office by telephone and again inquired as to whether the reconveyance of the deed of
28 trust had been recorded. Once again Plaintiff was informed by the Clerk's Office that they

1 had not received a reconveyance and release document for the Loan. They also told Plaintiff
2 that she could check online. Plaintiff did so and confirmed that the reconveyance and release
3 document was not recorded according to the online records.

4 42. On or about the morning of June 1, 2015, Plaintiff again spoke with Amy, who
5 told Plaintiff that the chain of title needed to be cleared and that she would contact Plaintiff
6 later in the day after checking with someone about the chain of title issue.

7 43. On or about June 2, 2015, Plaintiff confirmed the fact that Defendants had
8 failed to execute, deliver and record the reconveyance of the deed of trust during a telephone
9 call with an Ocwen representative who identified himself as “Jesus” (Ocwen Agent Number
10 1712447). Jesus advised Plaintiff that it often takes Ocwen seven (7) months or more to
11 submit mortgage satisfaction documents for recording with county offices. At that point
12 Plaintiff requested that the matter be escalated to Ocwen’s lien release department, and was
13 informed by Jesus said he would contact Plaintiff again on Thursday.

14 44. On or about June 8, 2015, Plaintiff spoke to Amy again, who informed Plaintiff
15 that the satisfaction had been mailed out on the previous Tuesday and should be completed
16 “this week.” She then told Plaintiff to call back on Friday for verification of that fact.

17 45. It was not until July 1, 2015 that Defendants caused a reconveyance of the deed
18 of trust to be recorded in the Santa Clara County Clerk’s Office.

19 46. Had the reconveyance and release of the deed of trust been recorded in a timely
20 manner, Plaintiff would have applied for and obtained a new HELOC and would have had
21 cash available to pay for unexpected expenses, including the cost of repairing the roof of her
22 home and the roof of a rental property that she owns. Instead, Plaintiff was required to
23 withdraw funds from her IRA account and incur higher interest rates on her credit cards (as
24 compared to the interest on a HELOC) to meet these expenses.

1 **C. Ownership of the Deed of Trust and Defendants' Responsibility and**
2 **Liability for Non-Compliance with Civ. Code Section 2941.**

3
4 47. Through no fault of Plaintiff, and due exclusively to the failure of Ocwen, MSPB
5 and Citizens to properly maintain a record of transactions affecting the ownership of
6 Plaintiffs' Loan and the Deed of Trust securing the Loan, the ownership status of Defendants
7 vis-à-vis the Loan and Deed of Trust as of the date on which the obligations arose under Cal.
8 Civ. Code. § 2941(b) is not easily ascertained. Each of the Defendants have used their own
9 failings and misconduct, and those of their co-Defendants, to deny responsibility for
10 compliance with Section 2941(b) and to point the finger at its co-Defendants. For the reasons
11 described herein, however, each of the Defendants had a separate, independent responsibility
12 for complying with the statute and is independently liable for its failure to satisfy the
13 requirements set forth therein.

14 48. Defendants MSPB and Citizens maintain that, at some point after the
15 origination of the Loan, Citizens acquired "Investor Rights" in the Loan. MSPB maintains
16 that this transfer of interest occurred pursuant to a "Master Mortgage Loan Purchase
17 Agreement between its predecessor, MSCC and Citizens dated March 1, 2006 (the "Purchase
18 Agreement") ECF 33 at 7 (MSPB's Motion to Dismiss Under Rule 12(b)(6), p. 3). No such
19 Purchase Agreement has been produced by MSPB, Citizens or Ocwen, and no assignment of
20 Plaintiff's deed of trust was executed in connection with the alleged Purchase Agreement at
21 any time prior to the date on which the Loan was satisfied or within 30 days thereafter. But
22 Plaintiff is informed and believes, and on that basis alleges, that Citizens in fact acquired an
23 ownership interest in the Loan prior to the date on which the Loan was satisfied, although
24 no assignment of the Deed of Trust was executed or recorded in connection with the
25 Purchase Agreement until many years later and more than 30 days after the Loan was satisfied.
26 Accordingly, by reason of its purchase of the Loan, Citizens was a beneficiary within the
27 meaning of Section 2941(b) when the obligations under the statute arose and had
28 responsibility for complying with the requirements of the statute, but it failed to do.

1 49. On June 2, 2015, almost ten years after the purported Purchase Agreement
2 described above, and more than thirty days after the Loan was satisfied, Defendant MSPB,
3 as successor by merger to MSCC, executed a Corporate Assignment of Deed of Trust
4 purporting to transfer all interests under the Deed of Trust to Citizens. The Assignment was
5 recorded with the Santa Clara County Clerk Recorder on July 1, 2015. No assignment of the
6 Deed of Trust occurred prior to that date. Thus, although MSPB maintains that it was not
7 the beneficial owner of the Loan as of March of 2006, it was, in fact and law, the beneficiary
8 of the Deed of Trust within the meaning of Section 2941(b) until at least June 2, 2015, almost
9 six months after the Loan was satisfied and almost five months after the original note, deed
10 of trust, request for reconveyance and other documents were required to be submitted to the
11 trustee. As such, it had an independent responsibility to transmit those documents as required,
12 and failed to do so, in violation of the statute.

13 50. Notwithstanding the misconduct and/or incompetence of Defendants, they
14 remain subject to the statutory rights and obligations created under Section 2941(b). Nothing
15 in the law permits any of them (such as Citizens) to escape liability for violating the statute
16 based on the parties' failure to execute or record an assignment of the Deed of Trust until
17 well after satisfaction of the Loan. In addition, nothing in the law permits any of them (such
18 as MSPB) to escape liability based on an assertion that another party became the owner of
19 the Loan long before it was satisfied when that conveyance was not fully and legally
20 effectuated at the time the Loan was satisfied. Either both MSPB and Citizens were
21 beneficiaries of the deed of trust within the meaning of Cal. Civ. Code. § 2941 and are liable
22 to Plaintiff and the proposed class for actual damages and the statutory penalties provided
23 for by the statute, or, in the alternative, one or the other must be found to come within the
24 provisions of the statute and be held accountable.

25 51. Although Defendant Ocwen was not the lender on Plaintiff's Loan or an
26 investor to whom the Deed of Trust was formally assigned, Plaintiff is informed and believes,
27 and on that basis alleges, that Ocwen acquired an interest in the Loan at some point, which
28 it continued to possess at the time that the obligations under Section 2941(b) arose and as to

1 which it thereafter acted for its own advantage or benefit. Ocwen's interest in the Loan also
2 made it a beneficiary or assignee within the meaning of Section 2941(b) and obligated Ocwen
3 to comply with the statute's requirements. Specifically, in its letter to Plaintiff of February 18,
4 2015 (Exhibit 2), Ocwen informed Plaintiff that the recordation of a "lien release document"
5 would make it "a matter of public record **that Ocwen no longer claims any interest in the**
6 **above property with respect to this loan.**" (emphasis added).

7 52. In the alternative, even if it was not the beneficiary or assignee of the Loan or
8 Deed of Trust, Ocwen had and has an independent responsibility for complying with Section
9 2941(b) and liability for its failure to do so, based on the following facts:

- 10 a. As alleged above, Ocwen held itself out as having an interest in the loan
11 and represented to Plaintiff and other borrowers that it would take the
12 steps necessary to release borrowers from the encumbrances on their
13 properties upon satisfaction of the underlying obligations; thereby
14 assuming for itself the obligation to take the actions required by Section
15 2941(b) and liability for failing to do so;
- 16 b. Ocwen was the agent of Defendant MSPB and/or Citizens at the time
17 that the obligation to comply with Section 2941(b) arose;
- 18 c. the obligation to obtain executed copies of the original note and deliver
19 it and the deed of trust, request for reconveyance and other documents
20 to the trustee were within the scope of Ocwen's responsibilities as agent
21 for Defendant MSPB and/or Citizens;
- 22 d. Throughout its involvement as loan servicer and agent for MSPB and
23 Citizens, Ocwen concealed and failed to disclose to Plaintiff the
24 principal(s) for whom it served as agent, thereby taking on for itself
25 responsibility to comply with and liability for violations of Section
26 2941(b);
- 27 e. Ocwen assumed responsibility for complying with the statute under the
28 pooling and servicing agreement and/or subservicing agreement with its

1 co-defendants, which, upon satisfaction of the Loan, required Ocwen to
2 timely discharge the obligations imposed by Cal. Civ. Code. § 2941(b);

3 f. At the time Ocwen entered into agreements with MSPB, Citizens and
4 Does 1 through 50 to provide loan servicing for those Defendants, it was
5 aware of their statutory obligations under Section 2941(b) and agreed to
6 fulfill those obligations itself;

7 g. In failing to comply with the requirements of Section 2941(b) on a timely
8 basis, Ocwen acted for its own advantage and benefit. Among other
9 things, Ocwen received income for providing services that it did not
10 actually provide or that it failed to provide on a timely basis, and avoided
11 expenditures it would have incurred had it dedicated the time and
12 resources and employed the staff necessary to establish and implement
13 sufficient internal controls and procedures required for it to comply with
14 the requirements under Section 2941; and

15 h. The systemic flaws and deficiencies in the design and execution of
16 Ocwen's policies and procedures, and its disregard for the law, ultimately
17 resulted in non-compliance with the statute.

18 53. Notwithstanding Ocwen's obligations in this regard, MSPB and Citizens were
19 not relieved from their obligations under Section 2941.

20 54. Plaintiff has suffered injury in the form of slander of title, incurred costs,
21 impaired credit and incomplete and inaccurate public records respecting her financial
22 obligations and credit worthiness.

23 55. Defendants' failure to timely present a satisfaction of mortgage document to
24 the Santa Clara County Clerk's Office for recording caused Plaintiff great stress, mental
25 anguish, and distress. In addition, as described above, Defendant's conduct compelled
26 Plaintiff to expend substantial time attempting to determine the status of the recording of
27 the reconveyance and release document, and seek out legal counsel for assistance in in
28 having the reconveyance of the deed of trust recorded. Plaintiff was also required to

1 withdraw funds from her IRA account and incur higher interest rates on her credit cards to
2 pay for expenses that could have been covered by a HELOC with a lower interest rate.

3 56. Attached as **Exhibit 5** is a copy of two receipts from Staples for copying and
4 postage expenses that Plaintiff incurred on June 17, 2015 in her efforts to have a reconveyance
5 and release of the Deed of Trust Recorded.

6 **CLASS ALLEGATIONS**

7 57. Plaintiff repeats and re-alleges every allegation above as if set forth herein in
8 full.

9 58. Plaintiff's experience with Ocwen and the deed of trust on her HELOC loan
10 is not an isolated experience, but typical of the experiences of borrowers whose loans are
11 serviced by Ocwen as of the time the loan obligation is satisfied and the obligations outlined
12 in Section 2941(b) arise. Plaintiff is informed and believes, and on that basis alleges, that
13 Ocwen engages in a pattern and practice of routinely disregarding the requirements of
14 Section 2941(b) and typically fails to execute and deliver to the trustee the original note,
15 deed of trust, request for full reconveyance, and other documents necessary for the trustee
16 to reconvey the deed of trust until well after the statutory deadline for doing so. Indeed,
17 during a telephone call with Plaintiff on June 1, 2015, an Ocwen representative who
18 identified himself as "Jesus" (Ocwen Identification Number 1712447), advised Plaintiff that
19 it often takes Ocwen seven months or more after satisfaction of the loan to submit the
20 documents necessary for reconveyance of the deed of trust. Ocwen has had no effective
21 procedures in place to ensure that the requirements of Section 2941(b) are satisfied and still
22 lacks any such procedures.

23 59. As a rule, Defendants MSPB, Citizens and Does 1 through 50, all of whom
24 utilize Ocwen to service their loans, take no steps on their own to satisfy the requirements of
25 Section 2941(b) or ensure that they are met within the time frame required by the statute.
26 They engage in a concerted scheme to delegate the responsibility for meeting those
27 requirements to Ocwen by contract or other arrangement, and, in the absence of an
28

1 extraordinary circumstance, take no follow-up action to ensure that Ocwen actually delivers
2 the required documents to the trustee on a timely basis.

3 60. Moreover, mortgage loans like Plaintiff's are typically sold within a short time
4 period after the loan origination, often as part of a package of mortgage loans securitized and
5 held in collective trusts. The deeds of trust securing such loans are assigned to the trusts or
6 other buyers of the obligations underlying such deeds of trusts, and the assignees rely on
7 Ocwen to service those obligations, including satisfaction of the obligations imposed on them
8 by Section 2941(b).

9 61. As a result of Ocwen's conduct alleged herein, and the conduct of Defendants
10 MSPB, Citizens and Does 1 through 50 in delegating their responsibilities under Section
11 2041(b) to Ocwen and taking no independent action to ensure compliance with the statute,
12 borrowers with deeds of trust secured by real property in California suffer the identical harm
13 of having their property encumbered by a deed of trust long after the obligation secured by
14 the deed of trust has been satisfied. In addition, Plaintiff and each of the individuals affected
15 by Defendants' conduct is entitled to the same statutory damages of \$500.00 per violation
16 pursuant to Section 2941(d).

17 62. To address these class-wide violations of law, Plaintiff brings this action on
18 behalf of herself and all persons similarly situated, defined as follows:

19 All persons with loans secured by a deed of trust on real property located
20 in the state of California whose loan obligations were satisfied within one
21 year and thirty days prior to the filing of this action, where: (1) Ocwen was
22 the servicer on the loan as of the date on which the obligations under Cal.
23 Civ. Code § 2941(b) arose; (2) MSPB, Citizens, Ocwen or one of
24 Defendant Does 1 – 50 was the beneficiary or assignee of the deed of trust
25 as of the date on which the obligations under Cal. Civ. Code § 2941(b)
26 arose; and (3) neither the beneficiary, the assignee of the beneficiary, nor
27 Ocwen, the agent of the beneficiary and/or the assignee, executed and
28 delivered to the trustee, within thirty calendar (30) days after the loan

1 obligation was satisfied, the original note, deed of trust and request for a
2 full reconveyance and such other documents as may be have been
3 necessary to reconvey, or cause to be reconveyed, the deed of trust.

4
5 63. Certification of this class is appropriate under Fed. R. Civ. P. 23(b)(3),
6 including or alternatively under Fed. R. Civ. P. 23(c)(4).

7 64. The members of the proposed Class are so numerous that joinder of all such
8 persons is impracticable and the disposition of their claims in a class action is a benefit to
9 both the parties and this Court. Plaintiff does not know the exact size of the proposed class
10 or the identities of its members, because such information is in the exclusive control of
11 Defendants. But Ocwen is the largest nonbank mortgage loan servicer in the country and is
12 the loan servicer on hundreds of thousands of loans.¹ Plaintiff believes that the Class
13 encompasses many hundreds and perhaps thousands of individuals whose identities can be
14 readily ascertained from the records of Ocwen and/or other Defendants.

15 65. There is a well-defined community of interest among the members of the
16 proposed class in the questions of law and fact to be decided in this case. As a result of
17 Defendants' conduct, all members of the class have been and continue to be denied their
18 statutory right to have timely delivery of satisfaction of the mortgage loan to their respective
19 trustees so that title to their property can be timely cleared of that obligation.

20 66. There are core questions of law and fact common to the class, including but
21 not limited to the following:

- 22 a. Whether the conduct of Morgan Stanley, Citizens and/or other Doe
23 Defendants violated Cal. Civ. Code § 2941(b);
24 b. Whether the conduct of Ocwen in not submitting satisfactions to
25 trustees violated Cal. Civ. Code § 2941(b);
26
27

28 ¹ See <https://nationalocwensettlement.com/> (last visited on Feb. 9, 2016).

- 1 c. Whether Ocwen is an agent of Defendants MSPB, Citizens and Does 1
2 through 50 with responsibility for compliance with the requirements of
3 Cal. Civ. Code § 2941(b) and liability for noncompliance;
4 d. Whether, by reason of its concealment or non-disclosure of the
5 principals on whose behalf it undertakes loan serving responsibilities
6 and its failure to take the steps required by Section 2941(b), Ocwen
7 assumes the statutory responsibilities and liabilities of Defendants
8 MSPB, Citizens and Does 1 through 50 for non-compliance with the
9 statute.
10 e. Whether the Court can and should order penalties under § 2941(b).

11 67. The issues of law and fact common to the class predominate over any
12 individual issues and are susceptible to common answers. In particular, the core question of
13 whether Defendants failed to timely execute and deliver to the trustee those documents
14 required by § 2941 may be determined by a common analysis of the computerized records
15 of Ocwen's loan servicing practices and common evidence of its policies, procedures and
16 practices with respect to this particular aspect of its loan servicing obligations.

17 68. The claims of the named Plaintiff are typical of the claims of the class in that
18 they arise from the same course of conduct engaged in by Defendants. Specifically, Ocwen,
19 acting as the agent or assignee of Defendants MSPB, Citizens and Does 1 through 50, has
20 engaged in a pattern and practice of routinely failing to execute and deliver to the trustee
21 the original note, deed of trust, request for full reconveyance, and other documents as were
22 necessary for the trustee to reconvey the deed of trust, within the time frame required by §
23 2941(b). All other Defendants, in their capacities as beneficiaries or assignees of the deeds
24 of trusts securing the loan obligations of class members, used Ocwen as the servicer on
25 those loan obligations and deeds of trusts and failed either to ensure that Ocwen took the
26 steps necessary to comply with § 2941 or take such steps themselves. The relief sought
27 herein will benefit all class members alike.
28

1 69. The named Plaintiff will fairly and adequately represent the interests of the
2 class. Plaintiff has no interests adverse to the interests of other members of the class and is
3 committed to the vigorous prosecution of the claims asserted herein on behalf of the class.
4 Plaintiff has retained counsel who are competent and experienced in litigating complex class
5 actions, including consumer class actions.

6 70. A class action is superior to other methods for the fair and efficient
7 adjudication of this controversy, since joinder of all members of the class is impracticable
8 and class treatment of the claims asserted herein will not pose any problems of
9 manageability. The potential individual recovery for the violations alleged is relatively small,
10 making it impractical and economically infeasible for individual members of the proposed
11 class to bear the expense and burden of individual litigation to enforce their rights. No class
12 member has an interest in individually controlling the prosecution of this matter and
13 Plaintiff is aware of no difficulties likely to be encountered in the management of this action
14 as a class action.

15 71. The proposed Class is readily ascertainable, because the identity of the
16 individual members of the class may be determined from the records of Defendant Ocwen
17 and/or the other Defendants.

18 72. Certification of each of the above-described classes is appropriate under Rule
19 23(b)(3) because questions of law and fact common to the members of the Class
20 predominate over individual questions, and prosecution of the action as a class action is
21 superior to other available methods for the fair and efficient adjudication of this
22 controversy.

23 **FIRST CAUSE OF ACTION**

24 **(Violation of Cal. Civ. Code § 2941(b) – Against All Defendants)**

25 73. Plaintiff repeats and re-alleges the allegations contained above as if fully set
26 forth herein.
27
28

1 74. Defendants have failed to timely execute and deliver to the appropriate
2 trustees the original notes, deeds of trust, requests for full reconveyance, and other
3 documents necessary for the Plaintiff's and the other Class members' trustees to reconvey
4 the deed of trust, within the timeframe required by Cal. Civ. Code § 2941(b), with respect to
5 loans secured by deeds of trust of Plaintiff and members of the Classes.

6 75. Defendants have failed to send original promissory notes and requests for
7 reconveyance of the deed of trust to the appropriate trustees within thirty (30) days after
8 Plaintiff and members of the Class satisfied their loans, as required by Cal. Civ. Code §
9 2941(b).

10 76. By reason of the foregoing, Defendants have violated Cal. Civ. Code § 2941(b)
11 and are liable to Plaintiff and the other members of the Class for the statutory damages that
12 are due.

13 WHEREFORE, Plaintiff respectfully requests that this Court:
14

- 15 1. Certify this action as a class action;
- 16 2. Appoint Plaintiff as the class representative and Plaintiff's counsel as Class
17 Counsel;
- 18 3. Issue an Order declaring that the practices complained of herein are unlawful
19 and in violation of California Code § 2941.
- 20 4. Issue an Order as against each Defendant awarding statutory damages in the
21 amount of \$500.00 per violation, in favor of Plaintiff and the members of the class,
22 according to proof.
- 23 5. Award Plaintiff and the Class pre-judgment and post-judgment interest;
- 24 6. Award Plaintiff and the Class the costs and expenses of this action together
25 with reasonable attorney's and experts' fees and awarding a service award to Plaintiff; and
- 26 7. Award Plaintiff and the Class such other and further relief as this Court deems
27 just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury.

3 Dated: July 21, 2017

4 **SCHNEIDER WALLACE COTTRELL**
5 **KONECKY WOTKYNS LLP**

6 By: /s/ Mark T. Johnson

7 Todd M. Schneider (Bar No. 158253)

8 Mark T. Johnson (Bar No. 76904)

9 Kyle G. Bates (Bar No. 299114)

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: 415-421-7100

Facsimile: 415-421-7105

E-mail: tschneider@schneiderwallace.com

E-mail: mjohnson@schneiderwallace.com

E-mail: kbates@schneiderwallace.com

11 **BERGER & MONTAGUE, P.C.**

12 Todd S. Collins (admitted *Pro Hac Vice*)

13 Eric Lechtzin (Bar No. 248958)

14 1622 Locust Street

Philadelphia, PA 19103

Telephone: 215-875-3000

Facsimile: 215-875-4613

E-mail: tcollins@bm.net

E-mail: elechtzin@bm.net

15 **KLAFTER OLSEN & LESSER LLP**

16 Seth R. Lesser (admitted *Pro Hac Vice*)

17 Michael H. Reed (admitted *Pro Hac Vice*)

18 Two International Drive

19 Suite 350

20 Rye Brook, NY 10573

Telephone: 914 934 9200

Facsimile: 914 934 9220

21 Kurt B. Olsen (*Pro Hac Vice* To Be Filed)

22 1250 Connecticut Ave., N.W., Suite 200

23 Washington, DC 20036

24 Telephone: (202) 261-3553

Facsimile: (202) 261-3533

NATIONAL CONSUMER LAW CENTER

Stuart Rossman (admitted *Pro Hac Vice*)

Charles Delbaum (admitted *Pro Hac Vice*)

7 Winthrop Square, 4th Floor

Boston, MA 02110

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Facsimile: 617-542-8033

E-mail: cdelbaum@nclc.org

E-mail: srossman@nclc.org

Attorneys for Plaintiff

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Exhibit 1



12/12/2014

PAYOFF QUOTE

Bonnie L Stromberg
P O Box 63

San Martin CA 95046

Loan Number: **REDACTED**
Customer Name(s): Bonnie Stromberg
Property Address: **REDACTED**, Gilroy, CA 95020

As requested, the following is a breakdown of the payoff funds due on or before 01/09/15. **Property taxes or insurance payments that come due may still be paid after this quote is issued.** Please continue to make timely monthly mortgage payments until the loan is paid off to avoid any derogatory credit reporting.

Description	Amount Due
Principal	19,000.00
Interest	85.43
Total Amount Due	\$19,085.43

Next Due Date	01/09/15
Quoted Date	12/12/14
Payoff Quote Expiration Date	01/09/15
Grace Period End Date	01/24/15
Original Principal Balance	\$150,000.00
Per Diem	\$1.49

Given below is a breakdown of the interest that is shown above in the amount of \$85.43 due on or before 01/09/2015. Please note that interest is generally charged in arrears. On a normal amortizing loan, the current month's payment will include the interest charges for the previous month. The unpaid principal balance is not the payoff amount.

From	To	Interest Amount	Interest Rate	Principal Bal.	Daily Per Diem	# Days
11/15/14	01/08/15	85.43	2.88	19,720.23	1.55330500	55

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 not intended as and does not constitute an attempt to collect a debt.



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

WWW.OCWEN.COM

- All payoff funds must be sent via certified funds such as: Wire Transfer, Cashier's Check, Certified Bank Check, Title Company Check or Attorney's Escrow Check. Items which are not certified will be returned and the payoff will not be processed.
- Wire transfer is the preferred method of payment since it is faster, more convenient, and safer for our customers than other options. This method may mean less days of per diem interest that you have to pay on the loan being paid off, so it may end up being cheaper for you as well.** To make a wire transfer, all you need to do is visit your bank and ask how to perform this simple transaction. Most banks also provide this information on their internet website. Please include borrower's last name, property address, and loan number on all remittances. All of the information you need to send a wire transfer to Ocwen is listed below:

Make Payment To:	Ocwen Loan Servicing, LLC in Trust for Various Investors and Mortgagors
Ocwen's Account Number:	REDACTED
ABA Routing Number:	REDACTED
Ocwen's Bank Address:	Wells Fargo Bank, NA San Francisco, California
Your Ocwen Loan Number:	Ocwen Loan # REDACTED

- If you cannot send a wire transfer, please send the check by **Overnight Courier** to the following address (include all of the nextline); Ocwen Loan Servicing, LLC; Attention: Cashiering/ Payoff Dept; 1661 Worthington Rd; Suite 100; West Palm Beach, FL 33409; Reference: Ocwen Loan # 7111197229
Please see section 1 above for accepted check types. Always include your Ocwen loan number with your remittance.
- To the extent permitted by law, we reserve the right to correct any portion of this statement at any time. All balances are subject to change as a result of any transactions, the assessment of any fees, or any costs being incurred with respect to the account which occur prior to the application of payoff funds. If the account is referred to foreclosure, becomes subject to a bankruptcy proceeding, or has any other fees or costs assessed to it prior to the Payoff Quote Expiration Date, this payoff quote is deemed invalid and a new payoff quote will be provided to you. Similarly, if any payments applied to this account within the prior thirty (30) days of the date of this payoff quote are reversed for any reason, including but not limited to for insufficient funds or a stop payment being placed on a check, this payoff quote is deemed invalid and a new payoff quote must be obtained from Ocwen to reflect the correct amount due and owing. Subsequent payoff quotes will reflect the full amount due.
- Upon receipt of payoff funds, Ocwen will verify all amounts due and contact the issuer of the funds in the event of any discrepancies. In the event that the payoff funds received are less than the total amount necessary to satisfy the loan, Ocwen will return the funds and continue to accrue interest on the loan.
- Issuance of this statement does not suspend the contractual requirement to make loan payments when due. If payoff funds are received after the expiration of the grace period, if such a period is applicable to this loan, a late charge will be due. Payment of all late charges will be required to be paid prior to the application of any payoff funds and satisfaction of the Mortgage/Deed of Trust.
- Issuing this payoff statement will not stop future escrow disbursements. Property taxes or insurance may be paid after this quote is issued. If such disbursements create escrow advances and change the amount due to satisfy the loan, they must be paid prior to the application of any payoff funds and satisfaction of the Mortgage/Deed of Trust.
- If the account is past due, collection expenses and legal fees may be accruing. If this is an adjustable rate Note, the per diem may change prior to payoff.
- Upon receipt of the entire payoff amount, Ocwen will execute a release and discharge of the Deed of Trust/Mortgage and, if necessary, will file a withdrawal in connection with any legal action if it has been taken to collect this obligation. After the payoff funds have been applied, and the account has been reconciled, any overpayment of funds will be returned to the borrower through regular mail within 30 days of the date the funds are received. Escrow account overages will be disbursed within 30 days.

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 not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852



10. Ocwen undertakes no obligation to investigate the circumstances surrounding the payoff of an account. As such, it is the customer's responsibility to notify Ocwen if the terms of the Note of Deed of Trust/Mortgage allow for waiver of the prepayment penalty in their circumstances and provide the requisite documentation to demonstrate waiver of a prepayment penalty in accordance with the terms of the Note or Deed of Trust/Mortgage. Such documentation must be provided to the Payoff Department at the address above within sixty (60) days following the date that the payoff was made.
11. If you have questions regarding this payoff quote, please contact our Customer Care Center at (800) 746-2936.
12. If, after speaking with our Customer Care Center, you still have questions or concerns, please feel free to contact the Ocwen consumer advocate at the address above, by email at Ombudsman@ocwen.com or by phone at (800) 390-4656.
13. Please visit Ocwen's website at www.ocwen.com to verify the social security number on file for the purposes of year-end tax reporting.

Exhibit 2



01/07/2015

Loan Number: **REDACTED**

Bonnie L Stromberg
P O Box 63
San Martin, CA 95046

boxed 1/14/15 12:04 PM

Property Address: **REDACTED**
Gilroy, CA 95020

Important Information about Your Home Equity Line of Credit

Dear Borrower,

We received your payment of \$19,000.00 on 01/05/2015, and we have posted this to your account. Your account now reflects a principal balance of \$0.00.

If you want to keep the account open, let us know and we will note that on your file. If you wish to close the account, please have all borrowers sign, notarize and return the attached request to the address or fax number below.

Please send us your response about the future of your account by fax at 1-407-737-5478 or by mail to:

Ocwen Loan Servicing, LLC
Attention: Home Equity Line of Credit Operations
P.O. Box 24642
West Palm Beach, FL 33416

If you have any questions, please call our Customer Care Center toll-free at (800) 746-2936 on Monday through 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.

Sincerely,
Ocwen Loan Servicing, LLC

NMLS # 1852

OEL405M

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.

Exhibit 3



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

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

01/07/2015

Loan Number: **REDACTED**

Bonnie L Stromberg
P O Box 63
San Martin, CA 95046

Property Address: **REDACTED**
Gilroy, CA 95020

My signature below authorizes you to close the above-mentioned account.

Bonnie L Stromberg 1/14/2015
Borrower Signature

Acknowledgment certificate

STATE OF SEE ATTACHED
COUNTY OF SEE ATTACHED

The foregoing instrument was acknowledged before me this ___ day of SEE ATTACHED 20___,
by _____ who (is personally known to me) produced _____
as identification. SEE ATTACHED

(Signature of Notary Public)

NMLS # 1852 OEL405M

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)
On JANUARY 14, 2015 before me, MARION J. LARREA IV
Date Here Insert Name and Title of the Officer
personally appeared BONNIE LYNNE STROMBERG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: OWNEN LOAN SERVICING Document Date: 1-14-15
Number of Pages: 1 Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit 4



Ocwen Loan Servicing, LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
WWW.OCWEN.COM

2/18/2015

Bonnie L Stromberg
P O Box 63
San Martin, CA 95046

Loan Number:

REDACTED

Property Address:

REDACTED Gilroy, CA 95020

Dear Borrower:

Congratulations on paying your mortgage loan in full as of 2/17/2015. It has been our pleasure to service your account. Ocwen will send the lien release document to the county courthouse in which your property resides. Once we receive confirmation that the release document has been recorded, we will forward you that information for your records. Depending on the state and county involved, this final step can take up to six (6) months. Please be assured that we will send you the information as soon as it is available to us. Recordation of this document fulfills our legal obligation to acknowledge that your loan is paid in full. This recordation also makes it a matter of public record that Ocwen no longer claims any interest in the above property with respect to this loan.

This letter is contingent upon a final audit of any check or draft previously received and applied to the loan. In the event that there are any "stop payment" orders or checks returned for non-sufficient funds (NSF) that adversely affect this payoff, the funds must be collected from you immediately. We will take whatever steps are necessary to preserve our claim of interest, which may include cancellation of the recordation of the satisfaction. Any payoff overage or escrow balances will be returned to you after this audit has been completed. In general, escrow balances and any overpayment of funds are returned within thirty (30) days of the paid off date indicated above.

Please contact your insurance agent and taxing authority to ensure future bills are mailed to you to avoid cancellation or tax penalties. Please notify us of any change of mailing address so we can update our records for year-end reporting.

If you have any further questions, please call our Customer Care Center at (800) 746-2936 Monday to Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm or Sunday 9:00 pm to 9:00 pm ET.

Sincerely,

Ocwen Financial Corporation

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 not intended as and does not constitute an attempt to collect a debt.

NMLS #: 1852

Exhibit 5



Low prices. Every item. Every day.
 Store No:771
 8840 San Ysidro Ave
 Gilroy, CA 95020
 (408) 846-8977

252525 XX 025 73239

Receipt #: 73239
 VISA #: XXXXXXXXXXXX9926
 06/17/15 13:01

Qty	Description	Amount
41	BW SS P#SS Lt... Spoiled: 13	4.51 -1.43
		3.08
	SubTotal	3.08
	STANDARD TAX	0.27
	Total	3.35

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.

Compare and Save
 with Staples-brand products.
 THANK YOU FOR SHOPPING AT STAPLES!



8840 San Ysidro Ave
 Gilroy, CA 95020
 (408) 846-8977

SALE 1640532 8 005 25619
 0771 06/17/15 01:08

QTY	SKU	PRICE
	REWARDS NUMBER 2297799047	
1	PRIORITY MAIL	5.75N
	1171561	5.75
	SUBTOTAL	\$5.75
	TOTAL	5.75
	Visa	
	Card No.: XXXXXXXXXXXX9926 [S]	
	Auth No.: 04585C	

TOTAL ITEMS 1

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 Staples Rewards members get up to 5%
 back in rewards and free shipping every
 day. Exclusions apply. See an associate
 for full program details or to enroll.



CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document(s) with the Clerk of the Court for the United States District Court, Northern District of California, by using the Court's CM/ECT system on July 21, 2017.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the Court's CM/ECF system.

/s/ Mark T. Johnson _____

Mark T. Johnson