

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
MARYLAND
(Northern Division)**

MARCELINE WHITE
Plaintiff,

v.

GREEN TREE SERVICING LLC
Defendant

Case No. 1:14-cv-03295-RDB

JURY TRIAL DEMAND

**SECOND AMENDED COMPLAINT
&
REQUEST FOR TRIAL BY JURY**

Plaintiff Marceline White (“White”), by her attorneys, Phillip Robinson, Jesse Iliff, and CONSUMER LAW CENTER LLC, hereby file this Second Amended Complaint¹ against Defendant Green Tree Servicing, LLC (“Green Tree”) and states as follows:

I. INTRODUCTION

¹ Attached hereto as Exhibit 1 is a comparison copy of changes made herein to correct certain misnomers and add further, additional facts which is filed herein pursuant to Pursuant to Fed. R. Civ. P. 15(a)(1)(B) since White is permitted “as a matter of course” to amend her previously filed complaint in state court before the Defendant’s removal without the need for leave of the Court or consent of any other party. The Defendant has not filed any Answer or response to the Amended Complaint (Doc. 6). Therefore, this Second Amended Complaint is timely filed pursuant to Fed. R. Civ. P. 15(a)(1)(B).

1. In these instances, such as the underlying matter involving Green Tree, the servicers place their interest above that of the homeowner and unfairly and deceptively ignore their statutory and contractual duties including those which were agreed to as part of their license to legally operate in the State of Maryland.

2. These practices are compounded when homeowners, like White in this case, try in good faith to resolve the situation but the servicer, i.e Green Tree, fails to act in good faith and intends to ignore the serious and material issues and merely willfully blinds itself to the true status of the mortgage loan. After their reasonable efforts to mitigate and resolve their mortgage situations are ignored, homeowners like the Plaintiff are left with no other option but to seek the assistance of the Courts.

3. The subject practices involved in this action include: (i) Green Tree's utter failure to timely credit White's on-time and complete mortgage payments since it became her mortgage servicer; (ii) Green Tree's knowingly false and negative credit reporting and disclosure of White's loan as in default status to various credit reporting agencies and other non-credit reporting agencies when her mortgage loan was actually current (at all times relevant to this Amended Complaint); (iii) Green Tree's improper demand for more monies than were actually due and owing as part of a payoff quote sought when White was attempting to refinance; (iv) Green Tree's inadequate responses to White's inquiries required under federal and state law; and (v) Green Tree's improper

threats of foreclosure when White was and has been at all-times relevant and material to this Amended Complaint, current on her mortgage obligation.

4. Had Green Tree performed the basic services required of a Maryland mortgage servicer in timely collecting, posting, and crediting the payments made by White in the last year or even conducted a bona fide investigation when White requested it, White would not have suffered the damages and losses described herein that are the direct and proximate result of Green Tree's misrepresentations, misstatements, omissions, and unwise, unfair and deceptive acts.

5. White's damages and losses proximately caused by Green Tree include: (i) the loss of an opportunity and benefit to refinance her current, interest only mortgage loan to fixed interest and principal loan offered by PNC Mortgage, a division of PNC Bank, NA ("PNC"); (ii) the improper assessment of late fees and other related charges to her mortgage account which are not owed since White has timely made all her payments; (iii) costs incurred to investigate the issues and attempt to mitigate or otherwise resolve the issues without litigation and also incurred for the refinance transaction that was withdrawn by PNC on the eve of settlement because Green Tree provided it with false and misleading information; and (iv) significant emotional damages, with physical manifestations such as anxiety, stress, frustration, annoyance, anger, and fear, for her and her son who are being wrongfully threatened with foreclosure and prevented from being able to refinance to a safe loan for the long-term.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 28 U.S.C.A. § 1331 since certain of the claims asserted herein arise under the laws of the United States. However, the Defendant did have notice of the federal claims asserted herein and even presented one defensively in state court before removal but did not remove timely within thirty days of original service in the case and notice of those claims. Further, the Court may elect to retain supplemental jurisdiction over the state law claims pursuant to 28 U.S.C.A. § 1367 since those claims are so related to the federal claims asserted herein that they form part of the same case and controversy. This Court has jurisdiction asserted because Defendant transacts business and performs work, has interests in real property and provides services in Maryland and Baltimore City. Defendant also has business interests in Maryland through its ownership structure which includes Maryland company(ies).

7. Venue is appropriate in this Court pursuant to 28 U.S.C.A. § 1391 because a substantial portion part of the events or omissions giving rise to the claims before the Court occurred in this District..

III. PARTIES

8. Plaintiff Marceline White (“White”) is a resident of Baltimore City, Maryland. She resides with her minor son at 1531 Park Avenue in Baltimore City, Maryland 21217 (“Property”).

9. Defendant Green Tree Servicing LLC (“Green Tree”) is a non-bank, Delaware Corporation licensed as a Maryland mortgage lender (i.e. license

number 06-19255). Green Tree became the mortgage servicer for White's loan on June 1, 2013.

10. Not named as defendant in this action, Bank of America, NA ("BANA") acted as the prior mortgage servicer of White's loan before Green Tree acquired its interest. Also not named as a defendant in this action, PNC Bank, NA ("PNC") was White's proposed new mortgage lender with whom she was seeking to refinance. Neither BANA nor PNC are credit reporting agencies as that term is defined under the Fair Credit Reporting Act.

11. Not named as a defendant in this action, Fannie Mae is the owner of White's loan. Green Tree is required as Fannie Mae's servicer to comply with its guidelines concerning the servicing of White's loan. Fannie Mae is not a credit reporting agency as that term is defined under the Fair Credit Reporting Act.

IV. FACTS

A. THE FORECLOSURE & MORTGAGE CRISIS

12. Over the last six years, Maryland and the United States have been in the midst of a foreclosure crisis. News reports have established that one in ten American homes is at risk of foreclosure. In response to this crisis and the factors that led to it, the Maryland General Assembly and the Maryland Governor have enacted and signed into law a number of new protections and requirements for so-called mortgage professionals and others involved in the mortgage lending process.

13. The Court of Appeals has held that in light of these “public policy statements as exemplified by its recent enactments...a stricter adherence to the rules of procedure in mortgage foreclosure sales of residential property is required.” *Maddox v. Cohn*, 424 Md. 379, 393, 36 A.3d 426, 434 (2012). The same strict adherence applies to certain mortgage origination practices subject to this action as well.

B. THE DEFENDANTS’ LEGAL DUTIES RELATED TO THE SUBJECT TRANSACTION

14. Under the Maryland common law, Green Tree owes the Plaintiff, as discussed *infra*, a duty of care due to the ‘intimate nexus’ which exists between the Plaintiff and the Defendant, a licensed real estate professional. This ‘intimate nexus’ arises from the relationship between a lay customer like the Plaintiff and the licensed professional Defendant, characterized by the Plaintiff’s reliance upon the accuracy of the professional’s services to her. *See 100 Investment Limited Partnership v. Columbia Town Center Title Co.*, 60 A.3d 1 (2013); *Jacques v. First Nat’l Bank of Md.*, 307 Md. 527 (1986).

15. As a licensed Maryland mortgage lender (§ 9), Green Tree volunteered and agreed to accept as a condition of its license a “duty of good faith and fair dealing in communications, transactions, and course of dealings with a borrower in connection with the advertisement, solicitation, making, servicing, purchase, or sale of any mortgage loan” to include a duty to “promptly” provide borrowers with an accounting of their loan when requested and to have “trained”

employees on staff to “promptly answer and respond to borrower inquiries.” Md. Code Regs. 09.03.06.20. White is a third party beneficiary of Green Tree’s duty under Md. Code Regs. 09.03.06.20. These duties are entirely consistent with Green Tree’s statutory duties under the Fair Credit Reporting Act prohibit Green Tree from furnishing (i) information to a credit reporting agency that it “knows or has reasonable cause to believe is inaccurate” (15 U.S.C. § 1681s-2(a)(1)(A)) and (ii) information it has been notified is inaccurate and in fact the information is untrue (15 U.S.C. § 1681s-2(a)(1)(B)(i)(ii)). These duties are also consistent with Green Tree’s duties under 12 U.S. C. § 2605 and Reg. X, 12 C.F.R. § 1024.35. Finally, these duties are consistent with Green Tree’s duties on behalf of Fannie Mae to White.

16. The Court of Appeals in 2005 recognized that a real estate professional who had no direct communication with a borrower nevertheless had a duty to a consumer under the Maryland Consumer Protection Act and Maryland common law to make a “reasonable investigation” of the true facts in the real estate transaction on which the borrower (and other parties) would rely in order to complete the transaction. *Hoffman v. Stamper*, 385 Md. 1, 867 A.2d 276 (2005).

C. BACKGROUND ON THE PLAINTIFF’S MORTGAGE SERVICED BY THE DEFENDANT

17. White acquired the Property with her former husband on November 14, 2001. As part of the couple’s divorce she became the sole owner of the Property on March 21, 2007 and White refinanced the Property for the sum of

\$309,300 to settle the divorce case on the same date with Countrywide Home Loans, Inc. That loan is the loan subject to this action and qualifies as a “federally related mortgage” as that term is defined in the Real Estate Settlement Procedures Act. The loan was also utilized solely for personal purposes.

18. White’s March 21, 2007 mortgage note has an initial ten-year, interest only term fixed at a rate of 6.175%. In the first ten years of the loan, the only payments White has made and will continue to make will be for interest, unless she pays extra and applies the extra to her principal. However, since taking out her loan on March 21, 2007, the interest rates have dropped dramatically. After ten years of interest only payments, White’s note will adjust every 12 months thereafter.

19. Last year, the servicing rights to White’s loan were transferred from BANA to Green Tree as of June 1, 2013. At the time of the transfer, White was current on her mortgage loan.

20. As of January 25, 2014 BANA still reported to the credit reporting agencies that White was current on her mortgage loan through April 2013.

21. Under the terms of White’s mortgage note White is required to make her monthly mortgage payments by the first of the month but she has a grace period of 15 days before she will incur any late charge(s) or fees.

22. Since June 1, 2013 through June 2014, White has made the following payments on her mortgage loan to Green Tree in reasonable reliance

that Green Tree would correctly account for each payment and appropriately credit her mortgage account:

Payment Month	Amount of Payment	Date Payment Received
June 2013	\$2344.15	May 30, 2013
July 2013	\$2344.15	July 2, 2013
August 2013	\$2344.15	July 30, 2013
September 2013	\$2344.15	August 29, 2013
October 2013	\$2350.62	October 1, 2013
November 2013	\$2350.62	November 1, 2013
December 2013	\$2450.62	November 29, 2013
January 2014	\$2450.62	December 31, 2013
February 2014	\$2450.62	January 28, 2014
March 2014	\$2450.62	March 4, 2014
April 2014	\$2450.62	April 2, 2014
May 2014	\$2450.62	May 1, 2014
June 2014	\$2450.62	May 23, 2014

23. White made each of the payments described in the preceding paragraph by use of the wires through her on-line banking services provided by her bank—i.e. PNC—in reasonable reliance that Green Tree was able to properly accept payments by this method and apply them to her account timely and correctly. Each of the payments

described in the preceding paragraph were for the sum then due (or more than what was actually due) on White's loan for that monthly payment.

24. In the Fall of 2013 (i.e. about October 20, 2013) White decided that she should attempt to refinance her mortgage loan into a sustainable mortgage loan that included principal and interest and was calculated at a then current market rate. She applied for a refinance loan with PNC and PNC prequalified her mortgage refinance application, in part, on her status as a current mortgage borrower with excellent credit. PNC requested as part of the transaction that White incur certain costs as a condition of her refinance and these costs were actually incurred by White:

- | | |
|------------------------------------|-------------|
| a. Appraisal | \$460.00 |
| b. Application Fees | \$15.05 |
| c. Incurred Legal Expenses | \$200.00 |
| d. Mortgage Condition Requirements | \$19,614.00 |

25. PNC approved White for a 30-year fixed mortgage loan at the interest rate of 4.75%. White's monthly (principal and interest) payment under the proposed PNC loan would be \$1,304.12 plus appropriate escrows (White also intended to pay down her mortgage balance by the sum of \$65,062.78). The interest rate on the PNC approved loan would never increase and the monthly principal and interest payment would also never increase. Over the course of the PNC loan, White would have paid approximately \$219,000 in interest.

26. Since Green Tree's acts prevented White from refinancing she is obligated to pay at least \$332,000 in interest on her current loan.² The economic benefit lost from White's refinance in terms of real savings is a sum of at least \$113,000 (the difference between the lower amount she would have been obligated to pay to PNC if she refinanced and what she is obligated to pay to Green Tree since it demanded and declared, as part of the payoff statement (*see infra*) it intended for PNC and White to rely upon, (i) invalid sums not contractually due and (ii) that White was in default and not current on her Fannie Mae note.

27. PNC memorialized these terms to White in a commitment letter to her dated October 23, 2014 which was subject to certain conditions including certain property improvements and White's withdrawal of certain disputes on her credit report concerning a furnisher other than Green Tree. From October 23, 2013 through early January 2014, White fulfilled the conditions required by PNC and was prepared to proceed to settlement on the refinance.

28. Having fulfilled her obligations required by PNC and incurred the expenses described herein to be able to refinance, PNC scheduled settlement to occur on or about January 29, 2014. However, just days before the scheduled date, PNC reported to White that it would not approve her refinance due to the false reporting of Green Tree to: (i) various credit reporting agencies, (ii) PNC directly (in the form of a false payoff letter demanding sums not due made on January 13, 2014 at 2:50 P.M.), and (iii) others (as

² White's current loan will adjust in 2017 and it's possible she may be obligated to pay even more interest depending on index rate. However, pursuant to the terms of her Note she will never pay less than 6.175%.

discussed *infra*). Green Tree also claimed as part of the pay-off of White's loan significant sums not validly due. For these reasons, a direct and proximate result of Green Tree's illegal actions, settlement did not proceed as planned and White was unable to receive the new loan.

29. White would have saved at least \$113,000 in interest payments over the life of her new loan if Green Tree had not unfairly interfered with her refinance transaction with PNC through its knowing misstatements, misrepresentations, omissions, or otherwise unfair and deceptive acts described herein.

30. As part of her refinance transaction with PNC, White through PNC requested a payoff statement from Green Tree so she could go to settlement with PNC. On January 13, 2014 Green Tree wrote to White and provided a payoff statement. However, Green Tree's January 13, 2014 payoff statement contained the following knowing and willful misstatements and misrepresentations it intended White and PNC to rely upon:

- a. The statement falsely claimed that White owed a sum more than the original balance of the loan when in fact White was current and owed nothing more than the original balance of the loan. In other words Green Tree was demanding sums of money not contractually due and stating to PNC directly that White was behind on her mortgage when she was not.
- b. The statement falsely claimed that White owed \$6,751.11 in interest on the loan when in fact she was current and owed no interest. GreenTree and PNC knew that if in fact White owed the interest claimed by White (and

she did not) that she would have had to been in default and delinquent on her loan when she was not.

- c. The statement falsely claimed that White owed late fees in the sum of \$154.78 when in fact White was and had been current on her mortgage loan throughout the period of time Green Tree had serviced her loan sum more than the original balance of the loan when in fact White was current and owed nothing more than the original balance of the loan.

31. Also on January 13, 2014 Green Tree sent a letter which knowingly and willfully misrepresented that White was behind on her mortgage payments when in fact she was not. This letter also falsely implied that White could only refinance her mortgage loan with the approval of Fannie Mae which is not a requirement of the Fannie Mae guidelines.

32. On or about January 16, 2014, PNC informed White through a Notice of Credit Review that according to her TransUnion credit report certain derogatory or collections events, which were recent, negatively impacted her credit score. At the time of this report the only negative or derogatory language on White's report was the knowingly false and misleading information provided by Green Tree.

33. In January 2014 White received her 1098 Mortgage Interest Statement from Green Tree which it intended the IRS and White to rely upon. In this statement Green Tree did not disclose to the Internal Revenue Service or to White the actual true sum of mortgage interest it received from White in 2013. As a result of Green Tree's understated sum reported to the IRS and White, White has been damaged by having to

incur unexpected costs and expenses related to her tax returns and the conflicting and true information. Green Tree has not even submitted a corrected 1098 Mortgage Interest Statement to White through the filing of this Amended Complaint even though it clearly has notice that its prior report was knowingly false.

34. Despite that fact that White was current on her mortgage account, Green Tree knowingly and willfully reported White on or before January 25, 2014 as “past due” on her mortgage account to each of the three major credit reporting agencies (i.e. Experian, Equifax, and Transunion) and upon information and belief to Fannie Mae. Green Tree knew other creditors and potential creditors and Fannie Mae rely on truthful disclosures and reporting but willfully reported false information instead.

35. In a good faith attempt to inquire as to why Green Tree was in error as to the status of her mortgage loan and in reasonable reliance that Green Tree would comply with its statutory and regulatory duties to correct its knowing and wilful errors, White incurred costs (postage and limited legal fees totaling \$375) and wrote to Green Tree on or about January 27, 2014 for three specific purposes permitted under the law:

- a. Pursuant to the Fair Credit Reporting Act, White informed the three major credit bureaus (and copied Green Tree on each letter) that she disputed negative credit reporting by Green Tree that showed her late on her mortgage). She requested the bureaus and Green Tree to correct the false reporting;
- b. Pursuant to the Maryland Consumer Protection Act, White informed Green Tree of some of her losses and damages sustained as a result of Green Tree’s

false reporting and improper demands for sums not contractually due by her and requested a full accounting of her loan and Green Tree's processing of her payments; and

- c. Pursuant to the Real Estate Settlement Procedures Act and 12 CFR Section 1024.35 of Regulation X, White requested an accounting of her loan and explanation as to errors made by Green Tree and if Green Tree claimed it made no errors a statement of reasons why it made such a determination. In this letter White also explained that she was forced to write to Green Tree because whenever she called, Green Tree would simply hang up on her.

36. As a direct and proximate result of Green Tree's false and misleading credit reporting and false statements of White's status on her mortgage loan and Green Tree's refusal to even talk to White when she attempted to contact it to sort out the issue, PNC ultimately denied White for final approval of her loan application on January 28, 2014. In its Statement of Credit Denial for example, PNC explained that certain of the key facts that affected White's credit score and related to PNC's adverse decision was certain derogatory information on White's credit reports that affected her credit scores.

37. Upon information and belief the only derogatory information affecting White's credit scores as a basis of PNC's January 28, 2014 Statement of Credit Denial was the knowingly false and misleading reporting by Green Tree. This belief is based upon the fact that there was no other negative reporting on White's scores at the time on any of White's credit reports.

38. On February 7, 2014, Green Tree sent White a letter acknowledging that it had received her Qualified Written Request under RESPA (referenced in ¶ 35).³ Green Tree represented to White in this acknowledgement letter that:

“We are in the process of retrieving and reviewing the account and servicing files and other information on the subject matter in order to fully investigate your inquiry. Once all the relevant documentation has been discussed with any relevant Green Tree personnel involved, we will provide you with a written response. You can expect to receive the written response within (30) business days from the date we received your correspondence.

39. On February 9, 2014, Green Tree sent White a statement which falsely indicated that she was in default and past due on her mortgage loan. The February 9, 2014 statement also knowingly and willfully omitted the fact that it had received, prior to that date, two payments from White for her January and February 2014 monthly mortgage payments. The statement also included late fees and other charges which were not lawfully due since White was current on her mortgage loan and had not missed any payments.

40. On February 20, 2014, Green Tree sent White its response to her Qualified Written Request under RESPA (referenced in ¶ 35). Green Tree represented and admitted to White in this response to the QWR (which it intended White to rely upon and she did so rely):

³ White referred to and relied upon this and other material allegations concerning the Real Estate Settlement Procedures Act in her original complaint.

- a. The servicing of her loan was transferred to it from Bank of America, NA on June 1, 2014 and “[t]he loan was next due for the July 1, 2013 due date when it was transferred to Green Tree.”

41. Green Tree’s February 20, 2014 RESPA response letter also made the following knowingly false and wilful or otherwise unfair and deceptive misleading statements and omissions:

- a. It took White’s “concerns very seriously.”
- b. It responded by answering areas of inquiry that White had not even inquired about (i.e. (i) origination issues and liability and (ii) an incomprehensible statement on the loan’s purported ‘actuarial interest’ feature).
- c. It knowingly and willfully claimed White was past due on the loan when she was not and Green Tree had received the funds she had timely tendered to it but failed to give her credit for those funds.
- d. It claimed White owed late fees on the loan when she did not since it knew she had never missed a payment and it had retained each payment.
- e. It did not give White the benefit of each payment she had made to Green Tree and that Green Tree had accepted on her behalf.
- f. On the Green Tree Account History attached to the response, Green Tree knowingly and willfully did not account whatsoever (or even credit) White for the timely November and December 2013 and the January and February 2014 payments she made.

42. On February 24, 2014, Green Tree acknowledged receipt of White's FCRA dispute letters to the credit reporting bureaus (referenced in ¶35). However, in this acknowledgement letter Green Tree knowingly, wilfully and falsely stated that it "makes every effort to ensure information reported to the credit agencies is current and accurate." Green Tree intended White to rely upon this (false) statement and she did in fact do so anticipating Green Tree would correct its errors in a reasonable time which it failed to do.

43. On February 27, 2014, Green Tree acknowledged receipt of White's MCPA inquiry letter (referenced in ¶35) on or about February 4, 2014. In this letter, Green Tree stated:

"We are in the process of retrieving and reviewing the loan and servicing files on the subject matter in order to fully investigate your inquiry. Once all the relevant documentation has been reviewed and the matter has been discussed with any relevant Green Tree personnel involved, we will provide you with a written response. You can expect to receive the written response within sixty (60) business days from the date we received your correspondence."

44. Despite that fact that White was current on her mortgage account and she had notified Green Tree of its several errors discussed *supra*, Green Tree knowingly and willfully reported White on or before February 24, 2014 as "past due" on her mortgage account to Experian and upon information and belief to others. Further, despite the fact that its own records produced to her identified certain payments timely received, it knowingly and willfully furnished misrepresentations and misstatements to Experian that she had not made the same payments (i.e. July 2013 through October 2013). Green Tree also knowingly omitted to Experian certain other payments it had received but failed to

credit White as having timely made on her account (i.e. November 2013 through January 2014).

45. On or about March 6, 2014, Green Tree sent White another pay-off statement (which she had not requested) intending that White would rely upon it. Green Tree's March 6, 2014 payoff statement contained the following knowing and willful misstatements and misrepresentations:

- a. The statement falsely claimed that White owed a sum more than the original balance of the loan when in fact White was current and owed nothing more than the then principal balance of \$303,246.54;
- b. The statement falsely claimed that White owed \$8,502.50 in interest on the loan when in fact she was current and owed no interest; and
- c. The statement falsely stated that White owed late fees when in fact she had never been late on any payment to Green Tree.

46. The statement falsely claimed that White owed late fees in the sum of \$154.78 when in fact White was and had been current on her mortgage loan throughout the period of time Green Tree had serviced her loan and in fact White owed nothing more than the original balance of the loan

47. At all times since learning of the true facts, White has acted reasonably and in good faith in pursuing each of her claims established herein. As discussed herein White had no reason to know of the true illegal nature of Green Tree's practices, which were unsafe and unsound lending practices, until PNC raised concerns regarding her refinance and she realized that despite her good faith notice to Green Tree that it would

not correct its errors. Further, it was not until the attempted refinance with PNC that White realized Green Tree was falsely reporting information about her to the credit reporting agencies, PNC, and others including Fannie Mae as well as the failing to timely and correctly give her credit for her on-time payments. White attempted to call Green Tree but it elected to not talk to her. These call attempts by White to Green Tree occurred on November 8, 2013 and December 10, 2013.

D. DAMAGES AND LOSSES FOR WHITE

48. The material omissions, misrepresentations, and false statements of Green Tree concerning the matters described above have caused actual damages to White, and these damages and losses, detailed herein, are:

- a. White's economic damages including but not limited to (i) the sums she paid to prepare for her refinance which was not complete (§ 24), (ii) the difference in interest savings she would have been obligated to pay under her mortgage notes (§§ 26, 29); (iii) the costs for her to try to mitigate her damages and losses through communications to Green Tree (§ 35); and (iv) the improper, unfair and deceptive assessment of late fees, interest, and costs to her mortgage account which are not contractually due (§§ 3, 5, 30, 33, 39, 45);
- b. White's noneconomic damages include but are not limited to (i) damage to her credit by Green Tree's false and misleading credit reporting to the credit reporting bureaus which has also affected her emotional well-being

(¶¶ 3, 28, 34, 36-37, 44) and (ii) emotional damages with physical manifestations (¶ 5); and

c. White is also entitled to statutory damages under various statutory claims pled.

COUNT I
VIOLATION MARYLAND’S CONSUMER PROTECTION ACT,
Md. Code Ann., Com. Law §13-101 et seq.
&
MARYLAND’S CONSUMER DEBT COLLECTION ACT (“MCDCA”)
Md. Code Ann., Com. Law § 14-201

49. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

50. The mortgage loan servicing and described herein related to Green Tree, as set forth herein, are governed by the Consumer Protection Act, Md. Code Ann., Com. Law. § 13-101, *et seq.*

51. Section 13-303 prohibits unfair or deceptive trade practices in the extension of consumer credit or collection of consumer debts. The collection and mortgage servicing of the mortgage loan provided by Green Tree directly and indirectly through its authorized agents an employees and the threatened foreclosure involves both the extension of credit and the collection of debts.

52. The Maryland Consumer Protection Act defines unfair or deceptive trade practices to include, inter alia, the following:

- (a) False, falsely disparaging, or misleading oral or written statement, visual description or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers; and (b)
- Failure to state a material fact if the failure deceives or tends to deceive.

Md. Code Ann., Com. Law § 13-301(1) and (3)

53. Green Tree made materially false, misleading oral or written statements, omissions, or other representations related to the status of White's mortgage loan which had the capacity, tendency, or effect of deceiving or misleading White in violation of Md. Code Ann., Com. Law § 13-301(1) including those described supra at ¶¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47.

54. Green Tree failed to state material facts directly and indirectly through authorized agents and employees, concerning or related to the true status of White's loan and credit of her timely payments made including those described supra at ¶¶ 34, 38, 40-44.

55. Green Tree's deception, fraud, false premise, misrepresentations, and knowing concealment and omission of material facts from White and others with the intent that each rely upon the same and which White did in fact rely upon as described supra at ¶¶ 22, 23, 35, violated Md. Code Ann., Com. Law § 13-301(9).

56. White reasonably relied upon the material acts and actions of the Green Tree as exemplified by ¶¶ 22, 23, 35.

57. Had Green Tree not acted unfairly and deceptively, White would have been approved for the PNC refinance loan and would not have suffered any injury or loss described herein at ¶¶ 24, 26, 29, 35, 37, 45, 48.

58. White has pled sufficient facts to put Green Tree on notice as to the claims against it as exemplified by ¶¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47 (i.e. dates of key acts and representations of the Green Tree), and ¶¶ 14-16 (i.e. the regulatory and statutory

duties of Green Tree which were simply ignored and thereby infected the subject transaction to ensure its failure).

59. A violation of the MCDCA is also a violation of the MCPA. Md. Code Ann., Com. Law § 13-301(14)(iii).

60. The MCDCA prohibits “[i]n collecting or attempting to collect an alleged debt” by a collector such as Green Tree any “[c]claim, attempt, or threat[] to enforce a right with knowledge that the right does not exist.” Md. Code Ann., Com. Law § 14-202(8).

61. Green Tree claimed certain sums due from White that it knew were not in fact due and owing as described in ¶¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47. At all times relevant herein White was current on her mortgage obligation and there was no basis whatsoever for Green Tree to threaten White with declaring her in default or negative credit reporting.

62. Green Tree’s conduct and omissions, as set forth above, had the capacity, tendency or effect of deceiving and misleading White, who has suffered economic and non-economic damages (including emotional distress, damage to credit and mental anguish). These damages are also more fully described in ¶¶ 24, 26, 29, 35, 37, 45, 48. None of the damages and losses sought herein these claims under the MCDCA and MCPA arise from Green Tree’s knowing and willful false reporting to the credit reporting agencies as described herein.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment in favor of White and against Green Tree for actual damages and losses (including economic and

non-economic) of not less than \$200,000; costs and attorney's fees incurred by White; and grant White such other and further relief as this court finds necessary and proper.

COUNT II

**VIOLATION OF THE MARYLAND MORTGAGE FRAUD PROTECTION ACT,
Md. Code Ann., Real Prop. §§ 7-401, *et seq.***

63. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

64. The Maryland Mortgage Fraud Protection Act ("MMFPA"), Md. Code Ann., Real Prop. § 7-401, *et. seq.*, governs the relationship between Defendant and Plaintiff.

65. Md. Code Ann., Real Prop. § 7-401(c) provides: "Homeowner" means a record owner of residential real property. The Plaintiff is record owner of the residential property in question and is therefore a Homeowner.

66. Md. Code Ann., Real Prop. § 7-401(e) provides: "Mortgage lending process... include[s] [t]he solicitation, application, origination, negotiation, servicing, underwriting, signing, closing, and funding of a mortgage loan."

67. Md. Ann. Code, Fin. Inst. § 11-501(l) provides: "'Mortgage loan' means any loan or other extension of credit that is: (i) secured, in whole or in part, by any interest in residential real property in Maryland; and (ii) for personal household or family purposes, in any amount."

68. The MMFPA works to protect the interests of all parties to mortgage transactions in Maryland from misstatements, misrepresentations and omissions. In this instance, the MMFPA works to protect borrowers like White from mortgage companies

and so-called professionals like Defendant Green Tree to ensure a level, fair playing field between all borrowers and professionals.

69. The Plaintiff is a homeowner in the Mortgage Lending Process as defined by the MMFPA since the actions in dispute in this lawsuit involve the negotiation and servicing of her residential mortgage loan with Defendant Green Tree.

70. Md. Code Ann., Real Prop. § 7-401(d) provides:

“Mortgage fraud” means any action by a person made with the intent to defraud that involves:

1. Knowingly making any deliberate misstatement, misrepresentation or omission during the mortgage lending process with the intent that the misstatement, misrepresentation or omission be relied on by a mortgage lender, borrower or any other party to the mortgage lending process;
2. Knowingly using or facilitating the use of any deliberate misstatement, misrepresentation, or omission during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process.
3. Receiving any proceeds or any other funds in connection with a mortgage closing that the person knows resulted from a violation of item (1) or (2) of this section;
4. Conspiring to violate any provisions of item (1), (2), or (3) of this section...

71. Green Tree’s knowing conduct and intention to defraud White is demonstrated by its: bad faith as exemplified in ¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47; dishonest statements exemplified in ¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47; reckless indifference exemplified in ¶¶ 34, 38, 40-44; deliberate disregard of the consequences exemplified in ¶¶ 34, 38, 40-44; and willful refusal to know the true facts as exemplified in ¶¶ 34, 38, 40-44;.

72. Green Tree has committed Mortgage Fraud by knowingly making, as described herein, deliberate misstatements, misrepresentations and omissions (¶¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47, 75) during the mortgage lending process (directly and indirectly), with the intent that the misstatements, misrepresentations and omissions be relied on by the Plaintiff in the following manner:

- a. Green Tree withheld the truth from White and those acting on her behalf because disclosure of the truth would have likely caused Green Tree to lose the profitable servicing rights and profit it would collect on White's mortgage loan.
- b. Green Tree's failure to comply with its statutory (¶ 15) and contractual duties (¶¶ 14, 16) and omissions of the true facts (¶¶ 34, 38, 40-44;.) to White and those acting on her behalf prevented White from obtaining the benefit of the bargain the mortgage servicing of her loan and PNC refinance (¶¶ 24-28).

73. As a result of Green Tree's knowingly deceptive and untrue communications and misstatements and omissions (¶¶ 28, 30, 31, 33, 34, 39, 41, 42, 44-47, 75), Plaintiff has suffered economic and noneconomic damages and incurred court costs and attorney's fees (¶¶ 24, 26, 29, 35, 37, 45, 48). None of the damages and losses sought herein this claim under the MMFPA arise from Green Tree's knowing and willful false reporting to the credit reporting agencies as described herein.

WHEREFORE, Plaintiff respectfully requests the Court enter judgment in favor of Plaintiff and against Defendant for: actual damages of not less than \$200,000; treble

damages against the Defendant pursuant to Md. Code Ann., Real Prop. § 7-406(c), costs and attorney's fees incurred by Plaintiff; and grant Plaintiff such other and further relief as this court finds necessary and proper.

COUNT III
VIOLATION OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT
(“RESPA”), 12 U.S.C.A. § 2605, 12 C.F.R. § 1024.35

74. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

75. Green Tree had duties of care under 12 CFR § 1024.35 and § 1025.36 of Regulation X to (i) timely accept and apply payments from White, (ii) only assess fees or charges to White it had reasonable basis to impose; (iii) only provide White accurate information related to foreclosure; and (iv) only provide accurate payoff statements to White when she requested them. Even after this action has commenced Green Tree has continued to misapply White's payments as exemplified by its October 9, 2014 statement to her, in which it intended for White to rely upon, where it states that White is current but it is holding \$323.87 in an “Unapplied Funds Balance” which it is not entitled to do.

76. Green Tree was required to respond to White's actual Qualified Written Request (¶ 35) within five days of receipt of the letter. 12 U.S.C.A. § 2605(e)(1)(A). However, Green Tree failed to timely acknowledge receipt of the White QWR even though White's QWR had sufficient information for White to identify the loan subject to the request. Instead Green Tree simply provided a false and incomplete response.

77. White's QWR/Notice of Error (“QWR”) (¶ 35) informed Green Tree of several issues she believed were in error in Green Tree's records including but not

limited to:

a. Her belief that Green Tree had failed to apply her payments which were accepted by it as of the date of receipt by it or its authorized agent(s). 12 C.F.R. § 1024.35(b)(2)(3).

b. Her belief that Green Tree had accessed improper fees or charges without a basis to do so since she was current and had made on time and timely payments. 12 C.F.R. § 1024.35(b)(5).

c. Her belief that Green Tree falsely demanded past due sums on its January 13, 2014 payoff statement that were not due and owing.

78. White's QWR (§ 35) also requested Green Tree perform an investigation of her contentions and its records and to cease furnishing adverse information to any credit reporting agency regarding the payments that were subject to her QWR.

79. Green Tree was required to investigate White's QWR. 12 C.F.R. § 1024.35(e)(1)(i). However, by its response, Green Tree failed to do any investigation and instead knowingly elected to simply reproduce its false and misleading records which did not account for all of White's payments made to it and it had received and retained. Therefore it conducted no timely investigation whatsoever to the actual QWR White sent it.

80. Green Tree was required to correct the errors identified in the White QWR (§ 35) and notify White that in writing that it had done so. 12 U.S.C.A. § 2605(e)(2)(A). However, Green Tree failed to make any corrections to its servicing

records related to the White's loan and notify White in writing whatsoever of any corrections—even after the commencement of this litigation.

81. Green Tree also provided false, negative credit information to the credit bureaus within 60 days of receipt of the White QWR, in violation of 12 U.S.C § 2605(e) and 12 C.F.R. §§ 1024.35 and 1024.36. However, it failed to do so.

82. Green Tree has never apologized to White for its errors in writing or otherwise.

83. Upon information and belief Green Tree has a pattern and practice of noncompliance with the requirements of 12 U.S.C.A. § 2605 for borrowers like White as well as a failure to apologize for its errors. This belief is based White's own experience with Green Tree and based upon public complaints, reports, and investigations of Green Tree by various state and federal agencies and individuals including but not limited to the following:

- a. Green Tree failed eight tests conducted in the fourth quarter of 2013 under the National Mortgage Settlement⁴ including: (i) it failed to accurately state the amount due from borrowers in proofs of claims and affidavits filed in bankruptcy processing; (ii) it was unable to state whether loans were delinquent at the time a foreclosure was initiated; (iii) it failed to provide borrowers with timely notification of a foreclosure; and (iii) it refused to waive fees, charges or expenses required by the settlement.

⁴ Green Tree became a party to the settlement after purchasing mortgage servicing rights last year from Residential Capital.

Green Tree also failed to document its procedures to oversee third-party vendors.

- b. A complaint against Green Tree in the United States District Court for the Southern District of Alabama (Southern Division), *Granthan v. Bank of America, NA and Green Tree Servicing, LLC* (Case No. 1:14-cv-256-WS-N) in which the Plaintiff asserts that Green Tree failed to properly investigate her QWR concerning Green Tree's claims of sums not lawfully due.
- c. A complaint against Green Tree in the United States District Court for the Southern District of Florida, (Case No. 0:14-cv-617550EJZ), in which the plaintiff asserts that Green Tree failed to properly respond to that borrower in response to a QWR involving Green Tree claims sums not validly due from the borrower.
- d. A complaint against Green Tree in the action *Copeland v. Bank of Am. Corp.*, 13-CV-13136, 2014 WL 1308788 (E.D. Mich. Mar. 31, 2014) where the Plaintiff alleged Green Tree failed to respond to her QWR (but based on facts not before this this matter, the court ultimately dismissed the claim because, unlike here, the plaintiff did not plead any actual damages).
- e. A complaint and motions for summary judgment describing GreenTree's failure to investigate appropriately respond to a borrowers' QWRs in the matter of *Nash v. Green Tree Servicing, LLC*, 943 F. Supp. 2d 640, 652 (E.D. Va. 2013).

- f. A verified, proposed counter complaint against Green Tree in the Supreme Court of the State of New York, County of Kings, Green Tree Servicing, LLC v. Clark (Case/Index No. 506545/2013) alleging Green Tree has never responded to a borrower QWR for approximately four months and ongoing.

84. Plaintiff has sustained actual and statutory damages as a result of Green Tree's improper mortgage servicing practices as discussed herein.

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment in favor of Plaintiff and against Defendant for its violations of 12 U.S.C.A. § 2605 and implementing regulations (including 12 CFR § 1024.35 and 12 CFR § 1024.36) in the sum of her actual damages of not less than \$250,000, statutory damages in the sum of \$2,000, costs and attorney's fees incurred by Plaintiff; and grant Plaintiff such other and further relief as this court finds necessary and proper.

COUNT IV

VIOLATION OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 U.S.C. § 1681, *et seq.*

85. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

86. White became aware that Green Tree was falsely reporting to one or more of the credit bureaus false, negative reporting on the status of her mortgage loan stating that she was not current when in fact she was current and Green Tree had accepted each of her timely payments and retained them for its benefit and the benefit of Fannie Mae.

87. On or about January 27, 2014 White wrote dispute letters to each of the three credit bureaus (with copies to Green Tree) and stated:

The items I dispute are the late payments reported to you by the above referenced furnisher, Green Tree Servicing LLC, concerning my mortgage account with it for any period of time from May 1, 2013 through the present. I have timely made every payment in this time period and have was never late.

Enclosed are copies of the following documents supporting my position: Copies of a printout of my payments from my bank account at PNC Bank, NA to Green Tree Servicing LLC.

Please reinvestigate this this matter(s) and correct the disputed items within the time frame required by the Fair Credit Reporting Act (FCRA) and inform me in writing of the outcome. Thank you for your time and consideration in this matter.

88. While Green Tree acknowledged receipt of the FCRA dispute letters, it failed to then perform any reasonable investigation as required under the FCRA. This conclusion is based upon the following facts:

- It continued to report the false account information to White through July 9, 2014 which was after this action was filed and it likely had notice of it. Green Tree has never notified White that it made any errors and even apologized for its errors.
- It also continued to report the false account information to Experian as of February 24, 2014.
- It wasn't until after this action commenced and some five months later in July 2014, that the CRAs reported true and correct credit scores and information reflecting White's status with Green Tree. Upon information

and belief this was a result of Green Tree finally conducting any meaningful investigation after it had notice of this action and then it acted to mitigate the damages it caused by correcting its tradeline.

89. It was materially misleading for a furnisher and mortgage servicer like Green Tree to continue to knowingly and willfully report to any credit reporting agency inaccurate information about White and fail to even admit the error when it finally corrected the information five months later after she had to commence litigation. Alternatively, such conduct was negligent.

90. Green Tree conducted an unreasonable investigation to White's FCRA dispute letters to it and the CRAs (¶35) in violation of the FCRA. It had in records and accounts receipts for each of White's payments so all it had to do was look at its own records to determine, as it should have, that White had timely paid each of the payments it was misreporting. To suggest otherwise would be akin to suggesting that it was permitted to conceal the truth and benefit of White's payments from users of credit data including Fannie Mae. Such a conclusion would be unreasonable. Green Tree's unreasonable investigation is further demonstrated upon the fact that it never requested more information from White and took no affirmative steps to apparently correct anything until after this action had commenced.

91. Upon information and belief Green Tree never reported the results of any investigation it took as required by 15 U.S.C. § 1681s-2(b)(1)(C) to the CRAs since it never reported to White herself the result of any investigation.

WHEREFORE, as a direct and proximate result of Green Tree's violations of duties under the FCRA, Plaintiff respectfully requests the Court enter judgment in favor of Plaintiff and against Defendant (i) pursuant to 15 U.S.C. § 1681n for actual damages, including damage to credit, of not less than \$50,000, punitive damages in a sum as the Court may allow, costs and attorney's fees incurred by Plaintiff; or alternatively (ii) pursuant to 15 U.S.C. § 1681n for actual damages of not less than \$250,000, costs, and attorney fees.

COUNT V
TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONSHIP

92. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

93. White and Fanie Mae have agreed to contractual terms on the White Note. As the authorized servicer of the White Note as retained by Fannie Mae, Green Tree is aware of the White Note.

94. White timely and fully performed all her obligations and requirements to Fannie Mae under the White Note and simply desired to pay it off and obtain a new note with much more favorable terms.

95. There are no prohibitions to White pre-paying the White Note with Fannie Mae.

96. However, with knowledge that White had completely and fully complied with her obligations to Fannie Mae under the White Note and all she wanted to do was pay it off in full, Green Tree has without legal justification intentionally, willfully, and

improperly attempted to interfere with White's and Fannie Mae's contract under the White Note as modified as exemplified as follows:

a. Green Tree knowingly and falsely claimed to PNC and White that White owed sums due on the White Note.

b. Green Tree knowingly and falsely claimed to PNC and White that White was in default and otherwise delinquent on the White Note.

c. Even after White notified Green Tree of its errors and incorrect data and the commencement of this lawsuit, Green Tree knowingly and falsely continued to induce White to breach her obligations.

d. Since White has been current at all times relevant for this action on her obligations, under the White Note, Green Tree had no justification to claim that White owed sums not validly due and owing.

97. Green Tree understood at all times subject to acts described herein, based on its servicing agreement with Fannie Mae, that if it could induce White into actually defaulting upon the White Note or paying more than was contractually due, that it might realize certain additional benefits to itself through its improper assessments of fees and costs and force placing insurance upon White Note and related mortgage account to which it would receive a portion as it collected from White as it collected her payments.

98. Green Tree's improper motive, intent to injure White, ill will, or otherwise fraudulent intent is described and demonstrated herein including in ¶ 71 and includes its acts and omissions even after White put Green Tree on notice of its errors and

it did not correct them but simply continued to knowingly make false assertions related to White's economic relationship with Fannie Mae—including those made even after the commencement of this action.

99. As a result of the conduct of Green Tree, White has sustained damages and harm to her reputation as described herein as well as consequential damages and losses. She is also entitled to punitive damages.

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment in favor of Plaintiff and against Defendant in the sum of her actual damages of not less than \$250,000, punitive damages, costs and attorney's fees incurred by Plaintiff; and grant Plaintiff such other and further relief as this court finds necessary and proper.

COUNT VI
DEFAMATION

100. Plaintiff incorporates all preceding paragraphs as if set forth fully herein.

101. On or about January 13, 2014 and thereafter (and perhaps prior to) Green Tree made a series of false and misleading statements to White, PNC, and various agencies including Fannie Mae that White was past due on her mortgage or was otherwise delinquent or in default. Green Tree wrote and published these claims in correspondence and in written communications with various agencies who it knew would utilize the information. These statements were defamatory in tending to injure White in her effort to refinance her mortgage loan away from Green Tree and to a new mortgage servicer with better terms. These knowingly false statement were designed to impugning

White to be a poor credit risk to potential new creditors and to, in effect, not to be a good credit risk.

102. In its January 13, 2014 payoff statement and other written representations, Green Tree knowingly made the aforementioned false and defamatory statements about White.

103. In the alternative, Green Tree negligently made the aforementioned false and defamatory statements about White.

104. Green Tree published these false and defamatory statements to PNC, White, the credit reporting agencies, and others including Fannie Mae. These individuals and persons understood the statements to be defamatory.

105. Green Tree acted with knowledge of the falsity of the statements and with the intent to harm White's chances for completing her pending refinance with PNC.

106. As a result of the false and defamatory statements published by Green Tree, the character and reputation of White and her pending refinance with PNC was impaired and in fact could not proceed and her application was denied as a direct and proximate result of Green Tree's false and defamatory reports and statements. In addition, White's reputation in the community was impaired and she suffered mental anguish and personal humiliation and injuries and losses as described herein.

107. As a direct and proximate result of the false and defamatory statements and reports of Green Tree concerning the status of White's loan, White did not obtain the new mortgage loan she anticipated and thereby suffered a loss of prospective savings in

substantial mortgage interest which would have resulted from a new mortgage loan associated with the better terms offered by PNC.

WHEREFORE, White demands judgment in her favor against Green Tree in the amount of \$250,000 in compensatory and punitive damages, plus interest and costs.

Respectfully Submitted,

//ss// Phillip Robinson

Phillip R. Robinson
Jesse Iliff
Consumer Law Center LLC
8737 Colesville Road, Suite 307
Silver Spring, MD 20910
Phone: (410) 645-7122
(301) 637-6270
Email: phillip@marylandconsumer.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was sent by the Court's ECF service on this 22nd day of October 2014 to:

Brian L. Moffet
Gordon Feinblatt, LLC
233 East Redwood Street
Baltimore, MD 21202-3332
Attorney for Defendant

//ss// Phillip Robinson
Phillip Robinson

IN THE UNITED STATES DISTRICT COURT
THE DISTRICT OF MARYLAND
(Northern Division)

MARCELINE WHITE

Plaintiff,

v.

GREEN TREE SERVICING, LLC

Defendant

Case No: 1:14-cv-03295-RDB

**PLAINTIFF MARCELINE WHITE'S FIRST SET OF INTERROGATORIES TO
DEFENDANT BANK OF AMERICA, N.A.**

To: Green Tree Servicing, LLC,
c/o Brian L. Moffet, Attorney for Defendant
Miles & Stockbridge P.C.
100 Light Street
Baltimore, MD 21202

From: Marcelline White, Plaintiff

Date: October 6, 2015

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Marcelline White ("Plaintiff") by her undersigned counsel, requests that Defendant Green Tree Servicing, LLC ("Green Tree"), answer the following interrogatories.

INSTRUCTIONS

- a) These requests shall be deemed to be continuing. Further, the interrogatories are continuing in character so as to require you to file supplementary answers if you obtain further or different information before trial.
- b) Where knowledge or information in your possession is requested, such request includes knowledge of your agents, representatives, and unless privileged, your attorneys.
- c) If any document or information is withheld on the grounds of privilege, state the privilege upon which you rely and provide a sufficient description of the document or information so that a motion concerning the document or information may be made if appropriate.
- d) If you no longer have a document responsive to a request in your possession, custody or control, please provide the name and address of the person whom you delivered the document to, including their address and telephone number.
- e) Original documents shall be produced. In lieu of producing the original documents, legible copies of the documents in 8½ x 11" format, with a minimum ¾" left and top

margins may be delivered in the office of Consumer Law Center I.L.C., 8737 Colesville Road, Suite 308, Silver Spring, MD 20910, provided that the originals shall be available for inspection thereafter upon request. Documents shall be produced within the time provided by the Rules for the written response to the request for production of documents. If documents are to be produced in person, then please call to set an appointment to occur within the time provided by the Rules for the written response.

- f) Your production of any documents should be made segregating them in response to the specific requests.
- g) Each interrogatory should be interpreted broadly so as to make any document or information that may not otherwise be responsive to be covered by a request.

DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure.

1. *Concerning*: The term "concerning" means relating to, referring to, describing, evidencing, or constituting.

2. *Communication*: The term "communication" means the transmittal of information by any means including by telephone.

3. *Document*: The terms "document" and "documents" are defined to be synonymous in meaning and equal in scope to the usage of the term "documents" in Fed. R. Civ. P. 34(a) and include(s) the term "writing." Unless the producing party demonstrates undue burden or other grounds sufficient to meet the requirements of Fed. R. Civ. P. 26(e), electronic mail is included within the definition of the term "document." The terms "writings," "recordings," and "photographs" are defined to be synonymous in meaning and equal in scope to the usage of those terms in Fed. R. Evid. 1001. A draft or non-identical copy is a separate document within the meaning of the term "document." An audio file or recording of any telephonic communication is a document within the term "document."

4. *Identify (with respect to persons)*: When referring to a person, to "identify" means to state the person's full name, present or last known address, and, when referring to a natural person, additionally, the present or last known place of employment. If the business and home telephone numbers are known to the answering party, and if the person is not a party or present employee of a party, said telephone numbers shall be provided. Once a person has been identified in accordance with this subparagraph, only the name of the person need be listed in response to subsequent discovery requesting the identification of that person.

5. *Identify (with respect to documents)*: When referring to documents, to "identify" means to state the: (i) type of document; (ii) general subject matter; (iii) date of the document; and, (iv) author(s), addressee(s), and recipient(s) or, alternatively, to produce the document.

6. *Occurrence/Transaction*: The terms "occurrence" and "transaction" mean the events described in the Complaint and other pleadings, as the word "pleadings" is defined in Fed. R. Civ. P. 7(a).

7. *Parties*: The terms "plaintiff" and "defendant" (including, without limitation, third-party plaintiff, third-party defendant, counter claimant, cross-claimant, counter-defendant, and cross-defendant), as well as a party's full or abbreviated name or a pronoun referring to a party, mean that party and, where applicable, its officers, directors, and employees. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation or to limit the Court's jurisdiction to enter any appropriate order.

8. *Person*: The term "person" is defined as any natural person or any business, legal or governmental entity or association.

9. *You/Your*: The terms "you" or "your" include the person(s) to whom these requests are addressed, and all of that person's agents, employees, independent contractors, representatives and attorneys.

10. *Subject Loan*: The term "Subject Loan" refers to the loan extended to the Plaintiff on or about June 1, 2013, which is the subject of this action.

11. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. "All" means "any and all." "any" means "any and all." "Including" means "including but not limited to." "And" and "or" encompass both "and" and "or." Words in the masculine, feminine or gender-neutral form shall include each of the other genders.

12. *Rely or reliance*: The term "rely" or "reliance" refers to the expectation of dependence or trust by a person, including when combined with action based on that dependence or trust such as making demanded payments or communicating in response to a request.

13. *Mortgage Account*: The term "mortgage account" refers to your account number 689056406 that is assigned to the Plaintiff's Subject Loan and you collect upon.

14. *Correction*: The term "correction" refers to the act or an instance of making right what is wrong and can occur in writing, orally, or both in writing and orally.

15. *Notices of Error*: The term "Notices of Error" refers to the categories of mortgage servicing errors described in 12 C.F.R. § 1024.35(b).

16. *Second Amended Complaint*: refers to the well-pled Second Amended Complaint that Mrs. White Filed against Green Tree Servicing, LLC that is the subject of this action.

17. *Answer*: The term "Answer" refers to the Answer you filed in this matter in response to the Plaintiffs' Second Amended Complaint in the United States District Court for the District of Maryland.

18. *Consumer Reporting Agencies*: Refers to Consumer Reporting Agencies as defined under 15 U.S. Code § 1681a(f) including Experian, Equifax, and TransUnion.

INTERROGATORIES

1. State the full name, (including any nicknames, alias or other name by which you are presently or have been formerly known), current address, phone number and occupation or position of each person who was consulted or provided answers to this discovery request.
2. Identify each person whom you expect to call as an expert witness at trial or a hearing, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and, with respect to an expert whose findings and opinions were acquired in anticipation of litigation or for trial, summarize the qualifications of the expert, state the terms of the expert's compensation, and attach to your answers any available list of publications written by the expert and any written report made by the expert concerning the expert's findings and opinions.
3. Identify any written or recorded statement of the Plaintiff in your actual or constructive possession.
4. Describe in detail the reason and amount for each payment made by you to any third party in connection with the subject loan. Include in your answer how any payment was calculated by you.
5. Identify each document that you reviewed in responding to this and any other discovery request from the Plaintiff.
6. Identify each person with personal knowledge of any facts alleged in your answer or other pleading in this action.
7. If you intend to rely upon any documents or other tangible things to support a position that you have taken or intend to take in the action, provide a brief description, by category and location, of all such documents and other tangible things, and identify all persons having possession, custody, or control of them.
8. Explain your relationship with any party who was paid any fee in connection with the Plaintiff's loan. Include in your answer the identity of any affiliates as that term is defined by 12 U.S.C. Sec. 1841 (k).
9. List each and every payment made to you by the Plaintiff on the subject loan account and identify the date you received the payment and the date you credited the Plaintiff's account with the payment.
10. State each action, if any, that you have taken in response to the receipt of the Second Amended Complaint and its predecessors in this action. Include in your answer the date of any action described in your answer.

11. Identify each affiliate who has provided any services in connection with the Subject Loan on your behalf since June 1, 2013.
12. Identify each person that you discussed the Subject Loan with at any time and set forth in detail the substance of those discussions.
13. Identify each person, other than a person intended to be called as an expert witness at trial, having discoverable information that tends to support a position that you have taken or intend to take in this action, and state the subject matter of the information possessed by that person.
14. Identify all communications you have had with PNC Bank, NA, the Federal National Mortgage Association, and any Consumer Reporting Agencies concerning the subject loan.
15. Identify all investigations you have conducted concerning your relationship with the Plaintiff and identify the errors, if any, you discovered during the course of those investigations.

Respectfully submitted,



Phillip R. Robinson
Consumer Law Center, LLC
8737 Colesville Rd. Ste. 308
Silver Spring, MD 20910
Phone (301) 448-1304

Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND
(Northern Division)

Marceline White

Plaintiff,

v.

Green Tree Servicing, LLC

Defendant.

Case No: 1:14-cv-03295-RDB

**MARCELINE WHITE'S FIRST SET OF REQUESTS FOR
ADMISSION TO DEFENDANT GREEN TREE SERVICING, LLC**

To: Green Tree Servicing, LLC.
c/o Brian L. Moffet, Attorney for Defendant
Miles & Stockbridge P.C.
100 Light Street
Baltimore, MD 21202

From: Marceline White, Plaintiff

Date: October 6, 2015

Pursuant to Rule 36 of the Federal Rules of Civil Procedure and Local Rule 104.1, Plaintiff Marceline White ("Plaintiff") by her undersigned counsel, requests that Defendant Green Tree servicing, LLC. ("Green Tree"), answer the following requests for admission, no later than thirty days from the date of these requests.

INSTRUCTIONS

- a) These requests shall be deemed to be continuing. Further, the requests are continuing in character so as to require you to file supplementary answers if you obtain further or different information before trial.
- b) Where knowledge or information in your possession is requested, such request includes knowledge of your agents, representatives, and unless privileged, your attorneys.
- c) If any document or information is withheld on the grounds of privilege, state the privilege upon which you rely and provide a sufficient description of the document or information so that a motion concerning the document or information may be made if appropriate.
- d) If you no longer have a document responsive to a request in your possession, custody or control, please provide the name and address of the person whom you delivered the

- document to, including their address and telephone number;
- a) Your production of any documents should be made segregating them in response to the specific requests.
 - f) Each request should be interpreted broadly so as to make any document or information that may not otherwise be responsive to be covered by a request.

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3. *Document*: The terms "document" and "documents" are defined to be synonymous in meaning and equal in scope to the usage of the term "documents" in Fed. R. Civ. P. 34(a) and include(s) the term "writing." Unless the producing party demonstrates undue burden or other grounds sufficient to meet the requirements of Fed. R. Civ. P. 26(c), electronic mail is included within the definition of the term "document." The terms "writings," "recordings," and "photographs" are defined to be synonymous in meaning and equal in scope to the usage of those terms in Fed. R. Evid. 1001. A draft or non-identical copy is a separate document within the meaning of the term "document."

4. *Identify (with respect to persons)*: When referring to a person, to "identify" means to state the person's full name, present or last known address, and, when referring to a natural person, additionally, the present or last known place of employment. If the business and home telephone numbers are known to the answering party, and if the person is not a party or present employee of a party, said telephone numbers shall be provided. Once a person has been identified in accordance with this subparagraph, only the name of the person need be listed in response to subsequent discovery requesting the identification of that person.

5. *Identify (with respect to documents)*: When referring to documents, to "identify" means to state the: (i) type of document; (ii) general subject matter; (iii) date of the document; and, (iv) author(s), addressee(s), and recipient(s) or, alternatively, to produce the document.

6. *Occurrence/Transaction*: The terms "occurrence" and "transaction" mean the events described in the Amended Complaint and other pleadings, as the word "pleadings" is defined in Fed. R. Civ. P. 7(a).

7. *Parties*: The terms "plaintiff" and "defendant" (including, without limitation, third-party plaintiff, third-party defendant, counter claimant, cross-claimant, counter-defendant, and cross-defendant), as well as a party's full or abbreviated name or a pronoun referring to a party, mean

that party and, where applicable, its officers, directors, and employees. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation or to limit the Court's jurisdiction to enter any appropriate order.

8. *Person*: The term "person" is defined as any natural person or any business, legal or governmental entity or association.

9. *You/Your*: The terms "you" or "your" include the person(s) to whom these requests are addressed, and all of that person's agents, employees, independent contractors, representatives and attorneys.

10. *Subject Loan*: The term "Subject Loan" refers to the loan extended to the Plaintiff on or about June 1, 2013, which is the subject of this action.

11. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. "All" means "any and all;" "any" means "any and all." "Including" means "including but not limited to." "And" and "or" encompass both "and" and "or." Words in the masculine, feminine or gender-neutral form shall include each of the other genders.

12. *Rely or reliance*: The term "rely" or "reliance" refers to the expectation of dependence or trust by a person, including when combined with action based on that dependence or trust such as making demanded payments or communicating in response to a request.

13. *Mortgage Account*: The term "mortgage account" refers to your account number 689056406 that is assigned to the Plaintiff's Subject Loan and you collect upon.

14. *Correction*: The term "correction" refers to the act or an instance of making right what is wrong and can occur in writing, orally, or both in writing and orally.

15. *Notices of Error*: The term "Notices of Error" refers to the categories of mortgage servicing errors described in 12 C.F.R. § 1024.35(b).

16. *Second Amended Complaint*: refers to the well-pled Second Amended Complaint that Mrs. White Filed against Green Tree Servicing, LLC that is the subject of this action.

17. *Answer*: The term "Answer" refers to the Answer you filed in this matter in response to the Plaintiffs' Second Amended Complaint in the United States District Court for the District of Maryland.

18. *Consumer Reporting Agencies*: Refers to Consumer Reporting Agencies as defined under 15 U.S. Code § 1681a(f) including Experian, Equifax, and TransUnion.

REQUESTS

Request No. 1: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 1.

Request No. 2: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 2.

Request No. 3: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 3.

Request No. 4: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 4.

Request No. 5: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 5.

Request No. 6: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 6.

Request No. 7: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 7.

Request No. 8: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 8.

Request No. 9: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 9.

Request No. 10: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 10.

Request No. 11: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 11.

Request No. 12: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 12.

Request No. 13: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 13.

Request No. 14: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 14.

Request No. 15: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 15.

Request No. 16: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 16.

Request No. 17: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 17.

Request No. 18: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 18.

Request No. 19: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 19.

Request No. 20: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 20.

Request No. 21: Please admit the genuineness and authenticity of the document attached hereto as Exhibit 21.

- Request No. 22:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 22.
- Request No. 23:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 23.
- Request No. 24:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 24.
- Request No. 25:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 25.
- Request No. 26:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 26.
- Request No. 27:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 27.
- Request No. 28:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 28.
- Request No. 29:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 29.
- Request No. 30:** Please admit the genuineness and authenticity of the document attached hereto as Exhibit 30.
- Request No. 31:** Admit or deny that you received the following timely and complete payments from the Plaintiff on her Mortgage Account on or about the date stated in the table for each payment listed.

Payment Month	Amount of Payment	Date Payment Received
June 2013	\$2344.15	May 30, 2013
July 2013	\$2344.15	July 2, 2013
August 2013	\$2344.15	July 30, 2013
September 2013	\$2344.15	August 29, 2013
October 2013	\$2350.62	October 1, 2013
November 2013	\$2350.62	November 1, 2013
December 2013	\$2450.62	November 29, 2013
January 2014	\$2450.62	December 31, 2013
February 2014	\$2450.62	January 28, 2014
March 2014	\$2450.62	March 4, 2014
April 2014	\$2450.62	April 2, 2014
May 2014	\$2450.62	May 1, 2014
June 2014	\$2450.62	May 23, 2014

Request No. 32: Admit or deny that you sent Exhibit 7 to PNC Bank, NA on or about January 13, 2014 at 2:50 P.M. with the intent that PNC Bank, NA rely upon the sums you claimed due on Mrs. White's mortgage account on that correspondence.

Request No. 33: Admit or deny that you sent Exhibit 4 to the Plaintiff on or about January 13, 2014 representing that she was behind on her mortgage payments and you intended for her to rely on that statement.

Request No. 34: Admit or deny that the 1098 Mortgage Interest Statement that you sent to the Plaintiff and the Internal Revenue service in January 2014 disclosed an amount of interest that was higher than the actual amount of interest collected by you on the Plaintiff's Mortgage Account in 2013.

Request No. 35: Admit or deny that you furnished information to each of the major Consumer Reporting Agencies (i.e. Experian, Equifax, and Transunion) on or before January 25, 2014 which claimed the Plaintiff was delinquent on her mortgage account.

Request No. 36: Admit or deny that on or about January 27 2014, you received the following correspondence from the Plaintiff for each letter listed.

Date of Letter	Description of Letter
January 27, 2014	Letter Pursuant to MDCPA requesting accounting of Plaintiff's Mortgage Account
January 27, 2014	Notice of Error under RESPA

Request No. 37: Admit or deny that you furnished information to each of the major Consumer Reporting Agencies (i.e. Experian, Equifax, and Transunion) on or before February 24, 2014 which claimed the Plaintiff was delinquent on her mortgage account.

Request No. 38: Admit or deny that you sent a Pay-off statement to the Plaintiff on or about March 6, 2014 although the plaintiff did not request such a statement.

Request No. 39: Admit or deny that your phone records show that the Plaintiff attempted to contact you by telephone on or about November 8, 2013, but the call was disconnected by you.

Request No. 40: Admit or deny that your phone records show that the Plaintiff attempted to contact you by telephone on December 10, 2013, but the call was disconnected by you.

DATED: October 6, 2015.

Respectfully Submitted,



Phillip Robinson
Consumer Law Center, LLC
8737 Colesville Road
Suite 308
Silver Spring, MD 20910
ATTORNEY FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND
(Northern Division)

Marceline White

Plaintiff,

v.

Green Tree Servicing, LLC

Defendant.

Case No. 1:14-cv-03295-RDB

**PLAINTIFF MARCELINE WHITE'S FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT GREEN TREE SERVICING, LLC**

To: Green Tree Servicing, LLC.
c/o Brian L. Moffet, Attorney for Defendant
Miles and Stockbridge, PC
100 Light Street
Baltimore, MD 21202

From: Marceline White, Plaintiff

Date: October 6, 2015

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Marceline White ("Plaintiff") by her undersigned counsel, requests that Defendant Green Tree Servicing, LLC ("Green Tree"), produce the following requested documents:

INSTRUCTIONS

1. These instructions and definitions should be construed to require answers based upon the knowledge of, and information available to, the responding party as well as its agents, representatives, and, unless privileged, attorneys. It is intended that the following discovery requests will not solicit any material protected either by the attorney/client privilege or work product doctrine which was created by, or developed by, counsel for the responding party after the date on which this litigation was commenced. If any inquiry is susceptible of a construction which calls for the production of such material, that material need not be provided and no privilege log pursuant to Fed. R. Civ. P. 26(b)(5) or Discovery Guideline 9(a) will be required as to such material.

2. These Requests for Production are continuing in character, so as to require that supplemental answers and responses be filed seasonably if further or different information is obtained with respect to any request.

3. Pursuant to Discovery Guideline 9(b), no part of a request should be left unanswered merely because an objection is interposed to another part of the request. Pursuant to Discovery Guideline 9(a), if a partial or incomplete answer is provided, the responding party shall state that the answer is partial or incomplete.

4. Pursuant to Discovery Guideline 9(c), in accordance with Fed. R. Civ. P. 26(b)(5), where a claim of privilege is asserted in objecting to any request or part thereof, and information is not provided on the basis of such assertion:

- a. In asserting the privilege, the responding party shall, in the objection to the request for production, or part thereof, identify with specificity the nature of the privilege (including work product) that is being claimed.
- b. The following information should be provided in the objection, if known or reasonably available, unless divulging such information would cause disclosure of the allegedly privileged information:
 - i. For oral communications:
 1. the name of the person making the communication and the names of persons present while the communication was made, and, where not apparent, the relationship of the persons present to the person making the communication;
 2. the date and place of the communication; and
 3. the general subject matter of the communication.
 - ii. For documents:
 1. the type of document,
 2. the general subject matter of the document,
 3. the date of the document, and
 4. such other information as is sufficient to identify the document, including, where appropriate, the author, addressee, custodian, and any other recipient of the document, and where not apparent, the relationship of the author, addressee, custodian, and any other recipient to each other.

5. If the responding party elects to specify and produce business records in answer to any request for production, the specification shall be in sufficient detail to permit the requesting party to locate and identify, as readily as the responding party can, the business records from which the answer may be ascertained.

6. If, in answering these requests for production, the responding party encounters any ambiguities when construing a question, instruction, or definition, the responding party's answer shall set forth the matter deemed ambiguous and the construction used in answering.

DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these Requests is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure.

1. *Concerning*: The term "concerning" means relating to, referring to, describing, evidencing, or constituting.

2. *Communication*: The term "communication" means the transmittal of information by any means including by telephone.

3. *Document*: The terms "document" and "documents" are defined to be synonymous in meaning and equal in scope to the usage of the term "documents" in Fed. R. Civ. P. 34(a) and include(s) the term "writing." Unless the producing party demonstrates undue burden or other grounds sufficient to meet the requirements of Fed. R. Civ. P. 26(e), electronic mail is included within the definition of the term "document." The terms "writings," "recordings," and "photographs" are defined to be synonymous in meaning and equal in scope to the usage of those terms in Fed. R. Evid. 1001. A draft or non-identical copy is a separate document within the meaning of the term "document." A audio file or recording of any telephonic communication is a document within the term "document."

4. *Identify (with respect to persons)*: When referring to a person, to "identify" means to state the person's full name, present or last known address, and, when referring to a natural person, additionally, the present or last known place of employment. If the business and home telephone numbers are known to the answering party, and if the person is not a party or present employee of a party, said telephone numbers shall be provided. Once a person has been identified in accordance with this subparagraph, only the name of the person need be listed in response to subsequent discovery requesting the identification of that person.

5. *Identify (with respect to documents)*: When referring to documents, to "identify" means to state the: (i) type of document; (ii) general subject matter; (iii) date of the document; and, (iv) author(s), addressee(s), and recipient(s) or, alternatively, to produce the document.

6. *Occurrence/Transaction*: The terms "occurrence" and "transaction" mean the events described in the Second Amended Complaint and other pleadings, as the word "pleadings" is defined in Fed. R. Civ. P. 7(a).

7. *Parties*: The terms "plaintiff" and "defendant" (including, without limitation, third-party plaintiff, third-party defendant, counter claimant, cross-claimant, counter-defendant, and cross-defendant), as well as a party's full or abbreviated name or a pronoun referring to a party, mean that party and, where applicable, its officers, directors, and employees. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation or to limit the Court's jurisdiction to enter any appropriate order.

8. *Person*: The term "person" is defined as any natural person or any business, legal or governmental entity or association.

9. *You/Your*: The terms "you" or "your" include the person(s) to whom these requests are addressed, and all of that person's agents, employees, independent contractors, representatives and attorneys.

10. *Subject Loan*: The term "Subject Loan" refers to the loan extended to the Plaintiff on or about March 21, 2007, which is the subject of this action.

11. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. "All" means "any and all;" "any" means "any and all." "Including" means "including but not limited to." "And" and "or" encompass both "and" and "or." Words in the masculine, feminine or gender-neutral form shall include each of the other genders.

12. *Rely or reliance*: The term "rely" or "reliance" refers to the expectation of dependence or trust by a person, including when combined with action based on that dependence or trust such as making demanded payments or communicating in response to a request.

13. *Mortgage Account*: The term "mortgage account" refers to your account number 689056406 that is assigned to the Plaintiff's Subject Loan and you collect upon.

14. *Correction*: The term "correction" refers to the act or an instance of making right what is wrong and can occur in writing, orally, or both in writing and orally.

15. *Notices of Error*: The term "Notices of Error" refers to the categories of mortgage servicing errors described in 12 C.F.R. § 1024.35(b).

16. *Second Amended Complaint*: refers to the well-pled Second Amended Complaint that Mrs. White Filed against Green Tree Servicing, LLC that is the subject of this action.

17. *Answer*: The term "Answer" refers to the Answer you filed in this matter in response to the Plaintiffs' Second Amended Complaint in the United States District Court for the District of Maryland.

18. *Consumer Reporting Agencies*: Refers to Consumer Reporting Agencies as defined under 15 U.S. Code § 1681a(f) including Experian, Equifax, and TransUnion.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents referred to in your responses to the Plaintiff's First Request for Admission.
2. All documents referred to in your responses to the Plaintiff's First Set of Interrogatories.
3. All documents relating to Plaintiff's loan account with you, including, but not limited to, any solicitations, offer notices, statements, applications or other documents of any kind.
4. All documents relating to the payments made to you by the Plaintiff or from the proceeds from the Subject Loan.
5. All documents relating to any payment of any fees by you to any other party or person in connection with the Subject Loan.
6. All documents which you intend to introduce as an exhibit at any stage of these proceedings.
7. All documents (including, but not limited to, correspondence, notes, memoranda, and journal entries) which relate to, describe, summarize, or memorialize any communication between you and the Plaintiff, including any written or recorded statement of the Plaintiff in your actual or constructive possession.
8. All documents which relate to any amounts you claim are due to you from the Plaintiff on the Subject Loan.
9. All documents (including, but not limited to, correspondence, notes, memoranda, and journal entries) which relate to, describe, summarize, or memorialize any communication between you and any other party or person concerning the Subject Loan.
10. All documents (including, but not limited to, fee agreements, reports, curriculum

vitae and correspondence) provided to, received from, or prepared by each expert witness identified by you.

11. All documents concerning any release, settlement, or other agreement, formal or informal, pursuant to which the liability of any person or any entity for damage arising out of the occurrence which is the subject matter of this lawsuit has been limited, reduced, or released in any manner. This request includes all agreements by one party or person to indemnify another party or person for claims asserted in this litigation.

12. All insurance policies under which a person carrying on an insurance business might be liable to pay to you or on your behalf all or part of the damages sought in this action.

13. All documents received from or provided to any other party to this action since the filing of the Second Amended Complaint, whether provided informally or in response to a formal request.

14. All documents which support a fact related to any affirmative defense raised in your Answer(s) to the Second Amended Complaint.

15. All documents related to any request for a modification, amendment to, or change of any kind related to the Subject Loan.

16. All documents which you referred to or reviewed in connection with the preparation of your answer, motions or other pleadings and your answers to any discovery requests.

17. All documents concerning each and every policy or procedure that you have or have had relating to the retention or destruction of any records maintained by you since June 1, 2013 to the present.

18. All documents concerning each and every policy and procedure that you have or

have had since June 1, 2013 to the present that concerns payoff procedures, refinance transactions, loan modifications, reporting information concerning borrowers to the credit reporting agencies, loan transfers or post payoff procedures for the Subject Loan.

19. All documents concerning the organizational structure of each department or agent that had any involvement with the Subject Loan, transfers of the Subject Loan, or loss mitigation options available with the Subject Loan.

20. All documents related to any communication you had with the Plaintiff, a credit reporting agency, the Federal National Mortgage Association, and/or PNC Bank, NA concerning the Plaintiff's Mortgage Account.

21. All documents concerning any mistakes or errors concerning the transfer of the loan in this action.

Respectfully submitted,



Phillip Robinson, Attorney
Consumer Law Center LLC
8737 Colesville Road, Suite 308
Silver Spring, MD 20910
Phone (301) 448-1304
Email: phillip@marylandconsumer.com
Counsel for the Plaintiff

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

2016 FEB 10 PM 4:34

CLERK'S OFFICE
AT BALTIMORE

MARCELINE WHITE, *

Plaintiff, *

vs. *

Civil Action No.:1:14-cv-03295-RDB

GREEN TREE SERVICING, LLC, n/k/a *
DITECH FINANCIAL, LLC, *

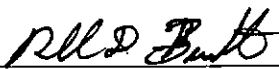
Defendant. *

* * * * *

ORDER & FINAL JUDGMENT

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Marceline White has accepted the offer from Defendant Green Tree Servicing LLC, n/k/a Ditech Financial, LLC to allow judgment to be taken against it for all claims presented in this action by the Plaintiff (ECF. _____).¹ Accordingly, it is this 10th day of February, 2016, by the United States District Court for the District of Maryland, ORDERED that:

1. Judgment BE, and the same hereby IS, ENTERED in favor of Plaintiff Marceline White and against Defendant Green Tree Servicing LLC n/k/a Ditech Financial, LLC in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).
2. The Clerk will transmit a copy of this Order to counsel for the parties and CLOSE this case.



The Honorable Richard D. Bennett
District Judge

¹ These include: (i) Count III pursuant to the Real Estate Settlement Procedures Act, 12 U.S.C.A. § 2605 & 12 C.F.R. § 1024.35; (ii) Count IV pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq*; (iii) Count V pursuant to common law tortious interference with economic relationship; and (iv) Count VI pursuant to common law willful or malice defamation.