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1a.

**Appendix A**

Commonwealth of Massachusetts  
Wareham District Court  
Docket Number 1160SU000102  
Litton Loan Servicing, LP  
v. Christopher Dawson

**TO THE PARTIES TO THIS CASE**

The enclosed indicates the Court's action in this matter:

AFTER HEARING, (DEFENDANT NOT BEING PRESENT) THE COURT ALLOWED PLAINTIFF'S MOTION TO DISMISS DEFENDANT'S APPEAL AS UNTIMELY. DEFENDANT APPEALS THE DENIAL OF RULE 60(b) MOTION WHICH OCCURRED ON MARCH 22, 2017. HIS MOTION TO RECONSIDER THAT DENIAL WAS DENIED ON APRIL 20, 2017. DEFENDANT'S APPEAL (OF THE ORIGINAL DENIAL) WAS NOT FILED UNTIL MAY 3, 2017; MORE THAN 10 DAYS AFTER THE DENIAL OF BOTH MOTIONS IN ADDITION, DEFENDANT HAS FAILED TO PAY THE FILING FEE.

BARRETT, JUSTICE.

DATE ISSUED      June 29, 2017

CLERK-MAGISTRATE/ ASST CLERK  
Deryl Manchester

2a.

**Appendix B**

Commonwealth of Massachusetts  
Plymouth County-Wareham District Court  
Docket Number 1160SU000102

LITTON LOAN SERVICING, LP	}	RULING ON
v.	}	DEFENDANT'S
	}	MOTION FOR
CHRISTOPHER DAWSON	}	RELIEF

After hearing and upon review of the documents submitted by counsel, the court finds that the Defendant, Christopher Dawson, has failed to meet the burden required under Mass R. Civ. P 60(b). Specifically, the Defendant has failed to present clear and convincing evidence of the nature of the alleged fraud warranting relief from final judgement. The defendant once again claims that the Plaintiff knowingly and intentionally misled this court by failing to disclose illegal practices associated with the assignment of a mortgage. However, the Plaintiff had at all times denied any such allegations made against it and eventually executed a Consent Agreement in which it denied any wrongdoing.

Moreover, the Defendant is precluded from relief under Rule 60(b) based on principles of *res judicata* as the causes of action alleged in

3a.

this motion are identical to the issues raised in prior actions filed in Plymouth Superior Court. In said cases the Court entered a final judgement of dismissal of fraud and misrepresentation claims brought by this Defendant against this Plaintiff. In fact, subsequent to the second Plymouth Superior Court dismissal, a new action was filed in Plymouth Superior Court and removed to the federal court. This action was dismissed based on res judicata principles relying upon the second Plymouth Superior Court action. This case stands on the same ground and therefore denies the Defendant's Motion for Relief in this matter.

Dates: 3/16/17  
Sharkansky

Justice Edward H.

4a.

**Appendix C**

Petitioner's Motion for Relief:  
Common Wealth of Massachusetts;  
Wareham District Court  
Motion And Incorporated Memorandum of Law  
In Support Thereof for Relief Under  
Massachusetts Civil Procedure Rule 60(B)

COMMONWEALTH OF MASSACHUSETTS  
DISTRICT COURT DEPARTMENT  
PLYMOUTH COUNTY  
WAREHAM DIVISION Case No. 1160-SU-0102

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LITTON LOAN SERVICING, LP

Plaintiff

v.

CHRISTOPHER DAWSON

Defendant

---

DEFENDANT'S MOTION AND  
INCORPORATED MEMORANDUM OF LAW  
IN SUPPORT THEREOF FOR RELIEF  
UNDER MASSACHUSETTS CIVIL  
PROCEDURE RULE 60(b)

The Defendant Christopher Dawson (hereafter "Dawson") respectfully requests that this Court grant him relief under M.R.C.P. 60(b) from judgment ordered by this Court and entered on

5a.

or about December 12, 2012 on the basis of fraud upon the court.

#### BACKGROUND

Christopher Dawson gave a MORTGAGE dated November 6, 2006 on the property at 12 North Dr., Marion, MA (hereafter "Mortgage") to Mortgage Electronic Registration Systems, Inc. as nominee for Aegis Wholesale Corporation (hereafter "Aegis") to secure a mortgage note of even date in the amount of \$1,400,000 (hereafter "Note"). A JUDGMENT issued

August 24, 2010 to foreclose the MORTGAGE dated November 6, 2006 which was recorded at Book 33645 Page 178 on December 31, 2010 at Book 39489 Page 138 in the Plymouth County Registry of Deeds. A FORECLOSURE DEED (hereafter "Foreclosure Deed"), dated and executed on September 17, 2010 was recorded at Book 39489 Page 143 in the Plymouth County Registry of Deeds. EXECUTION FOR POSSESSION of the subject property was issued by the Wareham District Court in favor of plaintiff Litton on or

6a.

about March 9, 2012. In order to substantiate its standing to evict Dawson and therefore the title to the subject property, the Plaintiff relied on the Assignment of Mortgage dated February 17, 2010 and recorded March 29, 2010 at Book 38368, Page 32 (Attached hereto as Exhibit A) in the Plymouth County Registry of Deeds. The alleged assignment was made by Mortgage Electronic Registration Systems, Inc. to Litton, the plaintiff in the instant matter. The subject assignment was executed by a "Marti Noriega", the same alias identified in the McDonnell Forensic Report (See Exhibit E). On or about November 29, 2010, the State Mortgage Regulators commenced an examination of Litton covering the period of January 1, 2009 to October 31, 2010, in order to determine Litton's compliance with applicable Federal and State laws and regulations, financial condition, and control and supervision of the licensed servicing operation. (See Settlement Agreement and Consent Order attached hereto as Exhibit C). At the time of the pendency of this suit, the plaintiff



7a.

(LITTON LOAN SERVICING, LP) represented to this Court that the assignment (Exhibit A) is valid notwithstanding the fact that the plaintiff explicitly knew of the legal deficiency inherent in this assignment as evidenced by the plaintiff's ultimate disclosure of this deficiency to the

Federal Government contrary to the exact purpose of the Federal Government's investigation and settlement. (Attached hereto as Exhibits B and C). It is noteworthy that the subject assignment is dated squarely within the period of the Federal investigation which resulted in a settlement with the plaintiff Litton/Ocwen.

The basis for the foregoing motion is the plaintiff's lack of candor in its representation to this Court with respect to the assignment which the plaintiff's title to the property is contingent upon.

The voluminous exhibits B through E are attached hereto solely for the purpose to aid this Court to be certain that there is no question as to the underlying authority which has concluded that the subject assignment

8a.

upon which the movant brings this motion does indeed exemplify the type of illegal foreclosure practice which gave rise to the intervention by the Federal Government on behalf of home owners such as Christopher Dawson.

LIST OF EXHIBITS

- Exhibit1– The subject assignment;
- Exhibit2– The Federal Government’s  
Complaint against Ocwen,  
*Litton’s successor*  
*(Signature pages are omitted except  
for Massachusetts);*
- Exhibit3– Resulting Consent Judgment  
(List of Plaintiffs “Bureau” &  
Plaintiff State Same as  
Complaint, Omitted, Signature  
pages are omitted except for  
Massachusetts);
- Exhibit4– Affidavit of a Certified Fraud  
Examiner, Marie McDonnell;
- Exhibit5– Marie McDonnell’s Forensic  
Examination  
(See Forensic Report, *Exhibit C*,  
*page 5* for identification of  
**Marti Noriega**).

## ARGUMENT

Rule 60 sets forth a comprehensive framework for obtaining relief from a final judgment or order, balancing the competing needs for finality and flexibility to be certain that justice is done in light of all the facts. See *Barry v. Barry*, 409 Mass. 727, 732-733 (1991). See also *Bankers Mtge. Co. v. United States*, 423 F.2d 73, 77 (5th Cir.), cert. denied, 399 U.S. 927 (1970). Rule 60 (b) provides, in pertinent part, as follows:

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59 (b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party . . . or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time,

and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken . . . . This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court."

Fraud on the court occurs where a party tampers with the fair administration of justice by deceiving "the institutions set up to protect and safeguard the public" or otherwise abusing or undermining the integrity of the judicial process. *Hazel-Atlas Glass Co. v. Hartford- Empire Co.*, 322 U.S. 238, 246 (1944).

The United States Court of Appeals for the First Circuit skillfully defined the concept of fraud on the court in *Aoude, Aoude v. Mobil Oil Corp.*, 892 F.2d 1115 (1st Cir. 1989) at 1118, as follows:

"A 'fraud on the court' occurs where it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion

some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party's claim or defense."

When a fraud on the court is shown through clear and convincing evidence to have been committed in an ongoing case, the trial judge has the inherent power to take action in response to the fraudulent conduct. The judge has broad discretion to fashion a judicial response warranted by the fraudulent conduct. Dismissal of claims or of an entire action may be warranted by the fraud, see, e.g., *Aoude, supra* at 1118. In *Aoude*, the motion judge allowed a motion to dismiss on the ground that the plaintiff service station operator had authored "a bogus purchase agreement" and annexed the agreement to the complaint. The dismissal was affirmed because the conduct of the plaintiff amounted to a fraud on the court. *Id.* at 1118.

Similarly, in this case, the burden was on the plaintiff to demonstrate title to the property and thus a superior right of possession in order to evict the defendant.

“The purpose of summary process is to enable the holder of legal title to gain possession of premises wrongfully withheld.”

*Bank of N.Y. v. Bailey*, 951 N.E.2d 331, 335 (Mass. 2011) (quoting *Wayne Inv. Corp. v. Abbott*, 215 N.E.2d 795, 795 (Mass. 1966)).

“Right to possession must be shown and legal title may be put in issue . . . . Legal title is established in summary process by proof that the title was acquired strictly according to the power of sale provided in the mortgage.” *Id.*

The evidence submitted by the plaintiff to meet its burden included the subject assignment submitted hereto as Exhibit A. It is irrefutable that had the plaintiff made a truthful disclosure to this Court that the assignment is invalid, the Court would not have

13a.

granted Litton possession of the premises. Since there is clear and convincing evidence that the subject assignment which the plaintiff represented to this Court to be authentic while admitting to the Federal Government that it is not, the defendant prays that this Court exercise its discretionary power and grant him the relief sought.

#### CONCLUSION

Plaintiff respectfully requests that the Court allow this motion and set aside the Judgment for dismissal of this case and allow this matter to proceed in a manner which permits the plaintiff Christopher Dawson to litigate his claims without the concealment of the material facts which support his case.

Respectfully submitted,

Christopher Dawson,  
By his attorney

Exhibit 1 - The subject assignment;

COPY

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, holder of a mortgage from Christopher Dawson to Mortgage Electronic Registration Systems, Inc. dated November 6, 2006, recorded with the Plymouth County Registry of Deeds at Book 33645, Page 178 assigns said mortgage to Litton Loan Servicing, LP, 60 Livingston Avenue, St. Paul, MN 55107-2232, without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by, this 17 day of Feb., 2010

Mortgage Electronic Registration Systems, Inc.

By: [Signature]  
Meredith Housley  
Assistant Vice President  
The State of TX

Harris County, ss Feb. 17, 2010

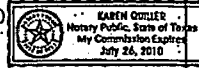
On this 17 day of Feb. 20 10 before me, the undersigned notary public, personally appeared Mari Nodoga, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Assistant Vice President)

for Mortgage Electronic Registration Systems, Inc. )

Karen Ouellet (Affix Seal)  
Notary Signature

My commission expires: 7-26-2010



201001-2347

201001-2347

FCL

Assignment - M&A/Drews, Christopher

LIT 00109

Property Address: 12 North Drive, Marion, MA 02738



15a.

Exhibit 2

The Federal Government's Complaint against  
Ocwen, Litton's successor (*Signature pages are  
omitted except for Massachusetts*);

Copy of Consumer Financial Protection  
Bureau and

49 Plaintiff States' Complaint against  
OCWEN FINANCIAL CORPORATION,  
and OCWEN LOAN SERVICING, LLC

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

CONSUMER FINANCIAL PROTECTION  
BUREAU,  
1700 G Street, NW  
Washington, DC 20552

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Alabama Attorney General's Office  
501 Washington Avenue  
Montgomery, AL 36130

THE STATE OF ALASKA,  
Alaska Attorney General's Office  
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Colorado Attorney General's Office  
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Georgia Department of Law  
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Indianapolis, IN 46204

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Topeka, KS 66612

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State Capitol, Suite 118  
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New Hampshire Department of Justice  
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New York, NY 10271

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Gateway Professional Center  
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Ohio Attorney General's Office  
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Columbus, OH 43215

THE STATE OF OREGON,  
Oregon Department of Justice  
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THE STATE OF TEXAS,  
Texas Attorney General's Office  
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Division of Consumer Protection  
Utah Attorney General's Office  
350 North State Street, #230  
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Montpelier, VT 05609

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Washington State Attorney General's  
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THE STATE OF WEST VIRGINIA,  
West Virginia Attorney General's Office  
State Capitol, Room 26E '  
Charleston, WV 25305-0220

THE STATE OF WISCONSIN,  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, WI53707-7857

THE STATE OF WYOMING, and  
Wyoming Attorney General's Office  
123 State Capitol Bldg.  
Cheyenne, 82002

THE DISTRICT OF COLUMBIA,  
Office of the Attorney General  
441 Fourth Street, NW.  
Washington, DC 20001

*Plaintiffs,*

V.

OCWEN FINANCIAL CORPORATION,  
and OCWEN LOAN SERVICING, LLC,  
*Defendants.*

Now comes the Consumer Financial Protection Bureau (the "CFPB" or "Bureau"), and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia (collectively, "Plaintiff States") by and through their undersigned attorneys, and respectfully allege as follows:

## INTRODUCTION

1. This is a civil action filed jointly by the Bureau and the Plaintiff States against Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (collectively, "Defendants" or "Ocwen"), for misconduct related to the servicing of single family residential mortgages, including by Homeward Residential, Inc. "Homeward") and Litton Loan Servicing, LP ("Litton") before their acquisition by Ocwen Financial Corporation. Ocwen, Homeward, and Litton are collectively referred to herein as the "Servicers."
2. As described in the allegations below, the Servicers' misconduct resulted in premature and unauthorized foreclosures, violation of homeowners' rights and protections, and the use of false and deceptive affidavits and other documents.

## THE PARTIES

3. This action is brought by the Bureau, an independent agency of the United States created by the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. § 5491(a) et seq. The Bureau is authorized to take appropriate enforcement action to address violations of Federal consumer

financial law, including the CFFA, and has independent litigating authority. See 12 U.S.C. §§ 5511(c)(4); 5512(a); 5531(a); and 5564(a). Sections 1031 and 1036(a) of the CFFA, 12 U.S.C. §§ 5531 and 5536(a), prohibit unfair, deceptive, or abusive acts or practices, or other violations of Federal consumer financial law, by any covered person or service provider.

4. This action is also brought by the Plaintiff States pursuant to consumer protection enforcement authority conferred on them by state law and pursuant to *parens patriae* and common law authority. The Attorneys General are authorized to seek injunctive relief, restitution for consumers, and civil penalties for violation of the consumer protection laws of their States.
5. Defendant Ocwen Financial Corporation is a publicly traded Florida corporation headquartered in Atlanta, Georgia, that provides residential mortgage servicing services. It engages in a variety of businesses related to residential mortgage servicing, and focuses on loan servicing, specialty servicing, and mortgage services. Ocwen Financial Corporation transacts or has transacted business in this district and throughout the United States. On December 27, 2012, Ocwen Financial

Corporation acquired and became the successor in interest to Homeward, a servicer of residential mortgages and a Delaware corporation. Ocwen Financial Corporation is a successor corporation to Homeward and is liable for the illegal practices, including those of Homeward, alleged in this Complaint. On September 1, 2011, Ocwen acquired and became the successor in interest to Litton, a servicer of residential mortgages and a Delaware limited partnership. Ocwen Financial Corporation is a successor corporation to Litton and is liable for the illegal practices, including those of Litton, alleged in this Complaint.

6. Defendant Ocwen Loan Servicing, LLC is a limited liability company and wholly owned subsidiary servicing company of Ocwen Financial Corporation. It is located in Palm Beach, Florida. Ocwen Loan Servicing, LLC transacts or has transacted business in this district and throughout the United States.

#### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this action because it is "brought under Federal consumer financial law,

28a.

" 12 U.S.C. § 5565(a)(1), presents a federal question, 28 U.S.C. § 1331, and is brought by an agency of the United States, 28 U.S.C. § 1345.

8. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the subject matter of the claims asserted by the Plaintiff States in this action because those claims are so related to the claims asserted by the Bureau that they form part of the same case or controversy, and because those claims arise out of the same transactions or occurrences as the action brought by the Bureau under Sections 1031 and 1036(a) of the CFPA, 12 U.S.C. §§ 5531 and 5536(a).
9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) and 12 U.S.C. § 5564(f).

#### **THE MORTGAGE SERVICING INDUSTRY**

10. The single-family mortgage servicing industry consists of financial services and other firms that service mortgages for residential properties designed to house one- to four family dwellings.
11. For more than thirty years, mortgages typically have been "pooled" to create an investment vehicle, often denominated as

a trust, and interests in the trusts have been sold to investors that own interests in payment streams generated by principal and interest payments by the borrowers.

12. A "servicer" is responsible for mortgage administration activities, known as servicing activities, which generally include collecting payments from mortgagors; applying payments made in an agreed-upon order to the mortgagor's indebtedness; distributing payments after allowable deductions to the investment trust entities for distribution to investors; making advances to cover delinquent mortgage payments and other costs, such as the costs of protecting and maintaining properties that collateralize mortgage loans when mortgagors fail to do so; pursuing collections from delinquent mortgagors; and pursuing either loss mitigation or foreclosure, as appropriate, to minimize the loss to investors and others when mortgagors become delinquent on mortgage payments.

13. A servicer who does not originate a mortgage loan may become the servicer by purchasing the "mortgage servicing rights" or by entering into a contract with the "master servicer" to act on its behalf as "subservicer." Such transfers can occur at

various stages of repayment of the mortgage, including where the borrower is delinquent in payments and may seek loss mitigation assistance from the servicer to avoid foreclosure on the loan.

### **THE SERVICERS' MORTGAGE SERVICING MISCONDUCT**

14. Ocwen services home mortgage loans secured by residential properties owned by individual citizens of the Plaintiff States and of the United States.
15. Ocwen is a "covered person" engaged "in offering or providing a consumer financial product or service," as those terms are defined in the OFFA, 12 U.S.C. § 5481(6), and is subject to the CFPB's prohibition on unfair, deceptive and abusive acts or practices, 12 U.S.C. §§ 5531 and 5536(a).
16. Ocwen is engaged in trade or commerce in each of the Plaintiff States and is subject to the consumer protection laws of the States in the conduct of their debt collection, mortgage servicing, loss mitigation and foreclosure activities. The consumer protection laws of the Plaintiff States include laws prohibiting unfair or deceptive practices.



17. Ocwen specializes "in default servicing where borrowers are more likely to encounter hardships or difficulties making payments. Ocwen also frequently acquires mortgage servicing rights through transfers, involving the acquisition of data, information, and documents retained by the prior servicer about borrowers' loans. In 2011 and 2012, respectively, Ocwen acquired and became the successor in interest to Litton and Homeward, and is liable for their illegal mortgage servicing and foreclosure processing conduct.
18. Ocwen personnel frequently interact with borrowers who are delinquent or are at risk of becoming delinquent on their mortgage loans, who have complaints or inquiries about their mortgages, or who require loss mitigation assistance. Ocwen personnel also frequently handle inquiries from borrowers whose loans have been transferred to Ocwen from another servicer.
19. Ocwen regularly reviews mortgage loans for potential loss mitigation or loan modification options, and conducts or manages foreclosures.
20. In the course of their mortgage servicing activities, the Servicers have engaged in the following acts and practices:

32a.

- a. failing to timely and accurately apply payments made by borrowers and failing to maintain accurate account statements;
- b. charging unauthorized fees for default-related services;
- c. imposing force-placed insurance when the Servicers knew or should have known that borrowers already had adequate coverage;
- d. providing false or misleading information in response to borrower complaints;
- e. providing false or misleading information to borrowers regarding loans that have been transferred from other servicers;
- f. failing to provide accurate and timely information to borrowers who seek information about loss mitigation services, including loan modifications;
- g. falsely advising borrowers that they must be at least 60 days delinquent in loan payments to qualify for a loan modification;
- h. misrepresenting to borrowers that loss mitigation programs would provide relief from the initiation of foreclosure or further foreclosure efforts;

33a.

- i. providing false or misleading information to consumers about the status of the loss mitigation review, including while referring loans to foreclosure;
- j. providing false or misleading information to consumers about the status of foreclosure proceedings where the borrower was in good-faith actively pursuing a loss mitigation alternative offered by the Servicers;
- k. failing to properly calculate borrowers' eligibility for loan modification programs and improperly denying loan modification relief to eligible borrowers;
- l. failing to properly process borrowers' applications for loan modifications, including failing to account for documents submitted by borrowers and failing to respond to borrowers' reasonable requests for information and assistance, and as a result, denying loan modifications to consumers who were eligible;
- m. providing false or misleading reasons for denial of loan modifications;
- n. with respect to transferred loans, failing to honor in-process trial

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- modifications agreed to by prior servicers;
- o. with respect to transferred loans with in-process trial and permanent modifications, deceptively seeking to collect payments from the consumer under the mortgage's original unmodified terms;
  - p. preparing, executing, notarizing, and presenting false and misleading documents, filing false and misleading documents with courts and government agencies, or otherwise using false or misleading documents as part of the foreclosure process (including, but not limited to, affidavits, declarations, certifications, substitutions of trustees, and assignments); and
  - q. preparing, executing, notarizing, and filing affidavits in foreclosure proceedings, whose affiants lacked personal knowledge of the assertions in the affidavits and did not review any information or documentation to verify the assertions in such affidavits. This practice of repeated false attestation of information in affidavits is popularly known as "robosigning"

**COUNT I**

**VIOLATIONS OF STATE LAW  
PROHIBITING UNFAIR AND  
DECEPTIVE CONSUMER PRACTICES  
WITH RESPECT TO LOAN SERVICING**

21. The allegations in paragraphs 1 through 20 above are incorporated herein by reference,
22. The loan servicing conduct of the Servicers, as described above, constitutes unfair or deceptive practices in violation of the consumer protection laws of each State.
23. The Servicers' unlawful conduct has resulted in injury to the States and citizens of the States who have had home loans serviced by the Servicers. The harm sustained by such citizens includes payment of improper fees and charges, unreasonable delays and expenses to obtain loss mitigation relief, improper denial of loss mitigation relief, and loss of homes due to improper, unlawful, or undocumented foreclosures. The harm to the States includes the subversion of their legal process and the sustained violations of their laws. The States have had to incur substantial expenses in their investigations and attempts to obtain remedies for the Servicers' unlawful conduct.

**COUNT II**

**VIOLATIONS OF STATE LAW  
PROHIBITING  
UNFAIR AND DECEPTIVE  
CONSUMER PRACTICES  
WITH RESPECT TO FORECLOSURE  
PROCESSING**

24. The allegations in paragraphs 1 through 20 above are incorporated herein by reference.
25. The foreclosure processing conduct of the Servicers, as described above, constitutes unfair or deceptive practices in violation of the consumer protection laws of each State.
26. The Servicers' unlawful conduct has resulted in injury to the States and citizens of the States who have had home loans serviced by the Servicers. The harm sustained by such citizens includes payment of improper fees and charges, unreasonable delays and expenses to obtain loss mitigation relief, improper denial of loss mitigation relief, and loss of homes due to improper, unlawful, or undocumented foreclosures. The harm to

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the States includes the subversion of their legal process and the sustained violations of their laws. The States have had to incur substantial expenses in their investigations and attempts to obtain remedies for the Servicers' unlawful conduct.

**COUNT III**

**VIOLATIONS OF THE CONSUMER  
FINANCIAL PROTECTION ACT OF 2010  
12 U.S.C. S 5481 ET SEO, (CFPA)  
WITH RESPECT TO LOAN SERVICING**

27. The allegations in paragraphs 1 through 20 above are incorporated herein by reference.
28. The loan servicing conduct of the Servicers, as described above, constitutes unfair and deceptive acts or practices in violation of Sections 1031(a) and 1036 of the CFPA, 12 USC §§ 5531(a) and 5536.

**COUNT IV**

**VIOLATIONS OF THE CONSUMER  
FINANCIAL PROTECTION ACT OF 2010  
12 U.S.C. § 5481 ET SEO. (CFPA)  
WITH RESPECT TO FORECLOSURE  
PROCESSING**

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29. The allegations in paragraphs 1 through 20 above are incorporated herein by reference.
30. The foreclosure processing conduct of the Servicers, as described above, constitutes unfair and deceptive acts or practices in violation of Sections 1031(a) and 1036 of the CFPA, 12 USC §§ 5531(a) and 5536.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Bureau, pursuant to Sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564 and 5565, and the Plaintiff States, pursuant to their consumer protection laws, respectfully request that judgment be entered in their favor and against Ocwen for each violation charged in the complaint, and request that the Court:

- A. Permanently enjoin Ocwen from committing future violations;
- B. Award such relief as the Court finds necessary to redress injury to consumers;
- C. Award such relief as the Court finds necessary to disgorge Ocwen of unlawful gains;
- D. Award the Bureau and the Plaintiff States the costs of bringing this action; and



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- E. Award additional relief as the Court  
may determine to be just and proper.

Dated: December 19, 2013

Respectfully submitted,  
Attorneys for Plaintiff  
Consumer Financial Protection Bureau  
Lucy Morris  
Deputy Enforcement Director Consumer  
Financial Protection Bureau  
s/ Cara Petersen  
Cara Petersen  
Assistant Litigation Deputy Consumer  
Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552  
[cara.petersen@cfpb.gov](mailto:cara.petersen@cfpb.gov)  
202-435-7493  
DC Bar No. 476990  
/s/ Kirsten Ivey-Colson  
Kirsten Ivey-Colson  
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Washington, DC 20552  
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202-435-7354  
DC Bar No. 470102

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Date December 17.2013

For the Commonwealth of Massachusetts:  
Glenn S. Kapto Assistant Attorney General  
One Ashburton Place,  
18<sup>th</sup> Floor, Boston, MA 02108  
[Glenn.Kaplan@state.ma.us](mailto:Glenn.Kaplan@state.ma.us)  
617-963.-2453  
D.C. Bar No.42905238

Exhibit 3

Resulting Consent Judgment  
*(List of Plaintiffs "Bureau" & Plaintiff State  
Same as Complaint, Omitted, Signature  
pages are omitted except for Massachusetts);*

**CONSENT JUDGMENT**

WHEREAS, Plaintiffs, the Consumer Financial Protection Bureau (the "CFPB" or "Bureau"), and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia (collectively, "Plaintiff States") filed their complaint on December 19, 2013, alleging that Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (collectively, "Defendant" or "Ocwen") violated, among other laws, the Unfair and Deceptive Acts and Practices

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laws of the Plaintiff States and the Consumer Financial Protection Act of 2010.

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit the allegations of the Complaint other than those facts deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the Consumer Financial Protection Bureau and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant;

WHEREAS, the State Mortgage Regulators are entering into a Settlement Agreement and Consent Order with Ocwen to resolve the findings identified in the course of multi-state and concurrent independent examinations of Ocwen, as well as examinations of Litton Loan Servicing, LP and Homeward Residential, Inc., which were subsequently acquired by Ocwen.

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issue of fact or law, without this Consent Judgment constituting evidence against Defendant, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

#### **I. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367, and under 12 U.S.C. § 5565, and over Defendant. The

Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 12 U.S.C. § 5564(f).

#### **II. APPLICABILITY**

2. Defendant's obligations as set forth in this Consent Judgment and the attached Exhibits (Omitted Here) shall apply equally and fully to Defendant regardless of whether Defendant is servicing residential mortgages as a servicer or subservicer.

#### **III. SERVICING STANDARDS**

3. Defendant shall comply with the Servicing Standards, attached hereto as Exhibit A (*Omitted*)

*Here*), in accordance with their terms and Section A of Exhibit D, attached hereto. (*Omitted Here*)

#### IV. FINANCIAL TERMS

4. Payments to Foreclosed Borrowers and Administration Costs. Ocwen shall pay or cause to be paid the sum of \$127.3 million (the "Borrower Payment Amount") into an interest bearing escrow account established for this purpose by the State members of the Monitoring Committee within 10 days of receiving notice from the State members of the Monitoring Committee that the account is established. The State members of the Monitoring Committee and the Administrator appointed under Exhibit B (*Omitted Here*) will use the funds in this account to provide cash payments to borrowers whose homes were sold in a foreclosure sale between and including January 1, 2009, and December 31, 2012, and who otherwise meet criteria set forth by the Monitoring Committee, and to pay the reasonable costs and expenses of the Administrator, including taxes and fees for tax counsel, if any. Ocwen shall also pay or cause to be paid any additional amounts necessary to pay claims, if any, of borrowers whose data is provided to the Administrator by Ocwen after Defendant warrants that the data is complete and accurate pursuant to Paragraph 3 of Exhibit B (*Omitted Here*). The Borrower Payment Amount

shall be administered in accordance with the terms set forth in Exhibit B (*Omitted Here*).

5. Consumer Relief. Defendant shall provide \$2 billion of relief to consumers who meet the eligibility criteria in the forms and amounts described in Exhibit C (*Omitted Here*), to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit C (*Omitted Here*).

#### V. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and C (*Omitted Here*), are incorporated herein as the judgment of this Court and shall be enforced in

accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit D (*Omitted Here*).

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms.

8. Within fifteen (15) days of the Effective Date of this Consent Judgment, the Plaintiffs shall designate an Administration and Monitoring Committee (the "Monitoring Committee") as described in the Enforcement Terms. The Monitoring Committee shall serve as the representative of the Plaintiffs in the

administration of all aspects of this Consent Judgment and the monitoring of compliance with it by the Defendant.

#### VI. RELEASES

9. The CFPB and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims and remedies as provided in the CFPB Release, attached hereto as Exhibit E (*Omitted Here*). CFPB and Defendant have also agreed that certain claims and remedies are not released, as provided in Paragraph C of Exhibit E (*Omitted Here*). The releases contained in Exhibit E (*Omitted Here*) shall become effective upon payment of the Borrower Payment Amount by Defendant.

10. The Plaintiff States and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims and remedies as provided in the State Release, attached hereto as Exhibit F (*Omitted Here*). The Plaintiff States and Defendant have also agreed that certain claims and remedies are not released, as provided in Section IV of Exhibit F (*Omitted Here*). The releases contained in Exhibit F (*Omitted Here*) shall become effective upon payment of the Borrower Payment Amount by Defendant.



## VII. OTHER TERMS

11. The Consumer Financial Protection Bureau and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to that party if Ocwen fails to make any payment required under this Consent Judgment and such non-payment is not cured within thirty (30) days of written notice by the party, except that the Released Parties, as defined in Exhibits E and F , (*Omitted Here*) other than Ocwen, are released upon the payment of the Borrower Payment Amount, at which time this nullification provision is only operative against Ocwen.

12. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

13. In addition to the provisions of paragraph 12, and in accordance with the terms set forth in Exhibit D (*Omitted Here*), any Plaintiff State may also bring an action to enforce the terms of this Consent Judgment in the enforcing Plaintiff s state court. Ocwen agrees to submit to the jurisdiction of any such state court for purposes of a Plaintiff State's enforcement action.

14. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

15. This Consent Judgment shall remain in full force and effect for three years from the date it is entered ("the Term"), at which time Defendant's obligations under the Consent Judgment shall expire, except that pursuant to Exhibit D (*Omitted Here*), Defendant shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall conclude no later than six months after the end of the Term. Defendant shall have no further obligations under this Consent Judgment six months after the expiration of the Term, but the Court shall retain jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term. The expiration of this Consent Judgment shall not affect any Releases.

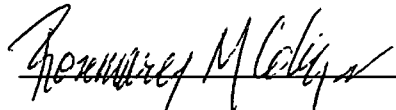
16. Each party to this litigation will bear its own costs and attorneys' fees.

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17. Nothing in this Consent Judgment shall relieve Defendant of its obligation to comply with applicable state and federal law.

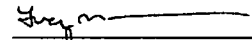
18. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto (*Omitted* here). In the event of a conflict between the terms of the Exhibits and paragraphs 1-17 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 26 day of February, 2014

  
UNITED STATES DISTRICT JUDGE

Date: 12/19/13

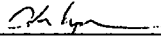
For the Consumer Financial Protection Bureau

  
Lucy Morris  
Deputy Enforcement Director  
Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552  
lucy.morris@cfpb.gov  
202-435-7154

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Date December 17, 2013

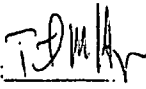
For the Commonwealth of Massachusetts:

  
Glenn S. Kaplan  
Assistant Attorney General  
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[Glenn.Kaplan@state.ma.us](mailto:Glenn.Kaplan@state.ma.us)  
617-963-2453  
D.C. Bar No. 429052

**(Signatures of other States Omitted)**

Date 12-16-13

Ocwen Financial Corporation and Ocwen  
Loan Servicing, LLC

By:   
Timothy M. Hayes  
Executive Vice President and General  
Counsel  
2002 Summit Blvd Fl 6  
Atlanta, Ga 30319-1560

**(EXHIBITS A through D of the  
Consent Judgment Omitted Here)**

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Exhibit 4

Affidavit of a Certified Fraud Examiner,  
Marie McDonnell;

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

V.

LORRAINE BROWN

CASE NO. 3:12-cr-198-J-2S

AFFIDAVIT IN SUPPORT OF REGISTER OF  
DEEDS JOHN L. O'BRIEN'S AFFIDAVIT  
AND REQUEST FOR RESTITUTION  
AFFIDAVIT OF MARIE MCDONNELL. C.F.E.  
COMMONWEALTH OF MASSACHUSETTS §  
COUNTY OF BARNSTABLE

Before me, the undersigned notary, on this day personally appeared Marie McDonnell, C.F.E., the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

Background and Qualifications

1. My name is Marie McDonnell, C.F.E., I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am a Mortgage Fraud and Forensic Analyst and a credentialed Certified Fraud Examiner

("C.F.E."). I am the founder and managing member of Truth In Lending Audit 8c Recovery Services, LLC of Brewster, Massachusetts and have twenty-six (26) years' experience in transactional analysis, mortgage auditing, and mortgage fraud investigation.

3. I am also the President and Chief Executive Officer of McDonnell Property Analytics, Inc., a litigation support and research firm that provides mortgage-backed securities research services, foreclosure forensics, and forensic title examinations to attorneys nationwide. McDonnell Property Analytics also advises and performs services for special agents of the federal government, attorneys general, county registers of deeds, courts and other governmental agencies.

4. I am the same Marie McDonnell who provided amicus briefs to the Massachusetts Land Court (4/17/2009 & 6/29/2009) and to the Massachusetts Supreme Judicial Court (10/1/2010) in the landmark cases *U.S. Bank National Association v. Ibanez* and *Wells Fargo Bank, N.A. v. LaRice*, 458 Mass. 637 (2011) in which the courts vacated two foreclosures prosecuted by trustees of securitization trusts.' My seminal contribution was to shift the debate beyond defective assignments of mortgage to an examination of the fatal breaks in the chain of title that occurred due to the utter failure of the entities that securitized

these mortgages to document the transfers between themselves.

5. In January 2011, John L. O'Brien, Register of the Essex Southern District Registry of Deeds in Salem, Massachusetts ("Register O'Brien"), commissioned McDonnell Property Analytics, Inc. ("MPA") to conduct a forensic examination to test the integrity of his registry due to his concerns that: 1) Mortgage Electronic Registration Systems, Inc. ("MERS") proclaims that its members can avoid recording assignments of mortgage if they register them electronically in the MERS® System; and 2) due to the robo-signing scandal spotlighting Linda Green - an employee of Defendant DocX, LLC - as featured in a 60 Minutes expose on the subject which first aired on April 3, 2011.

6. I submitted my findings to Register O'Brien on June 28, 2011 which revealed widespread, systemic, patterns of practice employed by or on behalf of several of the nations' largest banks that had eroded the transparency and corrupted the chain of title to real property records maintained by the Essex Southern District Registry of Deeds.

7. I found that by failing to record assignments of mortgage necessary to maintain a complete, unbroken chain of title, combined with the recordation of assignments of mortgage that contained false statements, misrepresentations and omissions of material fact in a feigned and

fraudulent attempt to close the gap, resulted in a corrupted chain of title. My report is available to the public in its entirety at: <http://salemdeeds.com/Audit.pdf>.

8. In another landmark mortgage foreclosure case brought on appeal before the Massachusetts Supreme Judicial Court in the matter of *Henrietta Eaton v. Federal National Mortgage Association & Another*, 462 Mass. 569 (2012) ("*Eaton v. Fannie Mae*"), I filed an amicus brief and a supplemental brief in which I explained how the foreclosure of Eaton's property was grounded in a fraudulent assignment of mortgage that was typical of what I observed while auditing the Essex Southern District Registry of Deeds.

9. I've also trained state and federal law

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(McDonnell's *Amicus Brief* in the appeal of *U.S. Bank National Association v. Ibanez and Wells Fargo Bank, N.A. v. LaRace* is available on the Massachusetts Supreme Judicial Court's website at:  
[http://www.maappellatecourts.org/search\\_number\\_php?\\_dno=SJC-10694&get=Search](http://www.maappellatecourts.org/search_number_php?_dno=SJC-10694&get=Search))

(McDonnell's Brief filed on September 30,2011 and her *Supplemental brief* docketed on January 30,2012 in the appeal of *Henrietta Eaton vs. Federal National Mortgage Association & Another*, SJC-11041 are available on the Massachusetts Supreme Judicial Court's website at:  
[http://www.ma-appelletecourts.org/display\\_docket.php?dno =SJC-11041](http://www.ma-appelletecourts.org/display_docket.php?dno =SJC-11041))

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enforcement and regulatory agencies regarding detection of invalid assignments, robo-signing, fraud and misrepresentation in mortgage and foreclosure instruments. For example, in March of 2012,<sup>1</sup> conducted a one-day workshop for New York Attorney General Eric Schneiderman's staff, United States Attorneys, and investigators. In February 2013 I will be conducting a three-day training in Washington, D.C. for special agents of the federal government at the request of the Office of the Inspector General for the Federal Housing Finance Agency.

10. My experience in working with state and federal law enforcement dates back to the early to mid-1990's' when I uncovered a mortgage fraud scheme, orchestrated by The Dime Savings Bank of New York, that led to Attorney General investigations in Massachusetts, New Hampshire and Connecticut and, ultimately, to multi-million dollar settlement awards and relief programs for consumers.

Forensic Examination of the Essex  
Southern District Registry

11. John O'Brien was the first Register of Deeds in the country to commission a forensic examination of a Registry of Deeds. He did so because he was troubled by the fact that he could no longer look his constituents in the eye and tell them truthfully who owned their property. Despite this awareness, Register O'Brien was not

prepared for the results of my audit and when he read my report he declared publically:

***"My registry is a crime scene"***.

12. The result of my investigation revealed widespread, systemic, methodical patterns of practice whereby the public land recording system has been used by the nation's largest banks to transfer title to real property that the banks do not own. This is especially true where a foreclosure is involved.

13. This charade is being carried out by the filing of a defective, often fraudulent conveyancing document, such as an assignment of mortgage, which becomes the "breeder document" that enables the alleged assignee to obtain all other documents necessary to extinguish the property owner's rights and transfer full legal and equitable title as well as possession to the fraudster.

14. Once these documents appear in a registry of deeds, they are presumed to be valid and are relied upon by the public, the courts, title examiners, title insurance companies, and other stakeholders as the underlying real property is bought, sold, financed, and on occasion, foreclosed upon.

15. Because it has a direct bearing on the restitution Register O'Brien is seeking from this Court as it considers the sentencing of Lorraine Brown, I briefly summarize the scope of the audit

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and results that emerged as we completed our review of 565 assignments of mortgage which required that we examine some 3,317 title documents.

16. I accepted this assignment on a pro bono basis because of its high and urgent value to the public trust, and to educate the 50 Attorneys General who were, at that time, brokering a settlement with five of the nation's largest banks in an attempt to resolve fraudulent foreclosure practices. I also wanted to prove the concept that registries of deeds across all counties and jurisdictions in the United States are similarly impacted and need to have their registries audited as well. Finally, I wanted to give consumers, attorneys, registers of deeds, title examiners, and law enforcement agencies some guidelines as to how they can research the public records to detect invalid documents and gaps in the chain of title that need to be addressed.

---

A true and correct copy of my Report entitled Forensic Examination Of Assignments Of Mortgage Recorded During 2010 In The Essex Southern District Registry Of Deeds which I released on June 28,2011, is available on Register O'Brien's website at:  
<http://salemdeeds.com/pdf/Audit.pdf>.

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17. I defined the scope of the examination by selecting all assignments of mortgage that were recorded during the year 2010 to and from three of the nation's largest banks: JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., and Bank of America, N.A. The sample was not random or arbitrary; we included every assignment that appeared in the Grantor / Grantee index using the registry's online search engine. The study included 147 assignments involving JPMorgan Chase; 278 assignments involving Wells Fargo Bank; and 140 assignments involving Bank of America. A total of 565 assignments were examined.

18. The results, conclusions and findings of the audit my staff and I performed for John O'Brien, Register of the Essex Southern District Registry of Deeds include the following:

- a. We were able to trace ownership to only 287 of 473 mortgages which translates to a transparency rating of only sixty percent (60%).
- b. 46% and 47% of mortgages were either MERS registered or owned by the Government Sponsored Enterprises (i.e., Fannie Mae, Freddie Mac, Ginnie Mae), respectively. Typically ownership of these mortgages is highly obscure.
- c. 37% of mortgages were securitized into public trusts (as opposed to private trusts), which are typically more discoverable through use of

forensic tools and high cost, subscription-based databases.

d. Only 16% of all assignments examined are valid.

e. 75% of all assignments examined are invalid and an additional 8.7% are questionable (require more data.)

f. 27% of the invalid assignments are fraudulent, 35% are "robo-signed" and 10% violate the Massachusetts Mortgage Fraud Statute.

g. 683 assignments are missing, translating to approximately \$180,000 in lost recording fees per 1,000 mortgages whose current ownership can be traced.

**Lorraine Brown. DocX. LLC & LPS**

19. I am profoundly familiar with the style, content and propensity for defects and misinformation contained in various assignments and discharges of mortgage that were prepared, executed and recorded in the public records throughout the country by and under the direction of Lorraine Brown at DocX, LLC, Lender Processing Services ("LPS") and its predecessor. Fidelity National Information Services.

20. Because of the depth and breadth of my specialized knowledge in this regard, Register John O'Brien has requested that I estimate the cost of auditing some 5,963 documents generated by DocX, LLC that were recorded in the Essex

Southern District Registry of Deeds, or registered in the Essex Southern District Land Court Registry from January 1, 2005 through October 31, 2009.

21. Register O'Brien informed me that during this time period a total of 5,688 discharges of mortgage and 275 assignments for a total of 5,963 documents were recorded/registered by DocX, LLC in the Essex Southern District Registry of Deeds and Land Court Registry.

22. I have had the opportunity to conduct a preliminary review of a representative sampling of these documents and found that in addition to the fact that they are admitted forgeries (See Lorraine Brown's testimony and Plea Agreement with the Department of Justice), the majority of these documents evidence gaps in the chain of title or constitute wild deeds because they fail to connect the original mortgagee with the entity who is discharging or assigning the mortgage.

23. Register O'Brien has also determined that a total of 10,567 DocX, LLC discharges and assignments were recorded by in his Registry of Deeds from 1998 through 2011. I have reviewed a sampling of these earlier documents and can attest to the fact that they bear the same infirmities as the DocX, LLC documents involved in Count One of the United States Attorney's case now before this Court.

24. Register O'Brien is concerned that the DocX, LLC documents which have been recorded against the title to his constituents' properties are now void as a matter of law due to the admission of Lorraine Brown that they are forgeries. Moreover, these DocX, LLC filings (most of which do not involve properties that are or have been in foreclosure) are defective for other reasons and further compromise the good, clear and marketable title to real property that Register O'Brien's constituents have a right to expect.

**Restitution Calculus**

25. When considering restitution for the victims of Lorraine Brown's actions, the Court should understand that there is no simple "fix" that will undo the damage caused by the recordation of approximately one million (1,000,000) forged documents in the nation's brick and mortar land recording facilities.

26. The problem of replacing an otherwise valid conveyancing document that has been executed or notarized by a robo-signer or a surrogate-signer can be cured by recording a corrective document that has been duly acknowledged by a corporate officer who has personal knowledge of the facts contained therein and who is properly authorized.

27. However, my preliminary research and review of the subject documents prepared, executed and recorded by DocX, LLC indicate that there are

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other issues that must be addressed as well.  
For example:

# The entity purporting to discharge or assign the mortgage is not the original lender and did not establish its authority to act by way of an assignment or power of attorney. Accordingly, the DocX document reveals a break in the chain of title.

# A power of attorney referenced in the DocX document was not recorded; or does not cover the situation at hand.

# The assignment of mortgage purports to convey the note and mortgage from the lender directly into a securitized trust years after the trust closed. Such a conveyance is a legal impossibility and indicates that the assignment is a deception.

28. Based on my prior experience of having conducted McDonnell Property Analytics\* Forensic Examination Of Assignments Of Mortgage Recorded During 2010 In The Essex Southern District Registry Of Deeds, and in view of the fact that the vast majority of the DocX, LLC documents are discharges of mortgage rather than assignments, I estimate that it would cost \$375.00 per property to identify the damage to the chain of title caused by these forged and fraudulent filings.



29. Considering the fact that there are approximately 1,000,000 DocX documents on record and that the Essex Southern District Registry of Deeds is known to contain 10,567 of these, or about 1.06%, I believe that it would be helpful to the Court and to the public at large to conduct a study on 1,000 (0.10%) of these questioned documents to identify the defects and recommend a repair process.

30. I would design an audit plan that maps out the types of document and title defects that exist in the control group; identify the DocX client who ordered the document; and recommend the steps that would need to be taken to rectify the defects.

31. I would also consult with a number of title insurance companies and several of DocX's major clients to discuss the feasibility of restoring clouded titles without having to resort to the judicial process.

32. Finally, I would consult with a variety of technology providers to determine how we might use technology to identify the DocX documents as well as gaps in the chain of title that resulted from these filings.

33. I propose, therefore, that the Court award Register O'Brien an additional sum of money to cover the cost of this sampling and the preparation of a report that would recommend a methodology for repairing the damage as follows:

63a.

Title Examination:

1,000 documents/properties

@ \$375.00 = \$375,000.00

Subscription-Based Services e.g.,

Bloomberg, ABSNet

Loan: \$24,000.00

Compile Data; Statistical Analysis;

Write Report: \$75,000.00

Consultants; Legal, etc.: \$ 15,000.00

Printing; Mail; Travel; etc.: \$3,015.00

**\$492,015.00**

Subscribed and signed voluntarily, under penalty of perjury, pursuant to the provisions of 18 U.S.C. § 1621.

*Marie Mc Donnell*

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**MARIE MCDONNELL, C.F.E., Affiant**  
***Mortgage Fraud and Forensic Analyst***  
***Certified Fraud Examiner, ACFE***

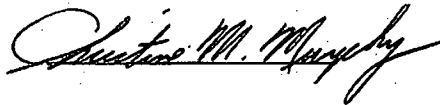
**Marie McDonnell, President & CEO**  
**McDonnell Property Analytics, Inc.**  
**P.O. Box 2067, Orleans, Massachusetts 02653**  
**774-323-0892 (Office) | 774-323-0894 (Fax)**  
**E-Mail: Marie@mcdonnellanalytics.com**

64a.

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF BARNSTABLE, SS

At Brewster, Massachusetts, on this 1 day of  
January 2013, before me, the undersigned  
authority, personally appeared MARIE  
MCDONNELL, proved to me through evidence  
of identity, to wit: a Massachusetts Driver's  
License, to be the signer(s) of the attached  
document, and who swore or affirmed to me,  
under the penalties of perjury, that the  
contents of said document are truthful and  
accurate, to the best of her knowledge and  
belief.

Subscribed to and sworn before me.



Notary Public

My Commission expires: \_\_\_\_\_

A True Copy Attest  
CHRISTINE M. MURPHY  
NOTARY PUBLIC  
My commission expires June 17, 2017

65a.

Exhibit 5

Marie McDonnell's Forensic Examination  
 (See Forensic Report, Exhibit C, page 5 for  
 identification of Marti Noriega).

<http://foreclosurepreventionguide.com/wp-content/uploads/2012/02/MCDONNELLS-AUDIT-ESSEX-SOUTHERN-DISTRICT-REGISTRY-6.29.2011.docx.pdf>

**ROBO - SIGNERS**

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS  
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010  
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

Officer	Signing For/As	Who They Actually Work For	County	Number of Assignments for 2010
	Fact for Argent	Notary.		
Nadeau, Michael	V.P. of Bank of America		Los Angeles, CA	8
Nolan, Francis	Mers/Wells Fargo	Harmon Law Office	Middlesex, Ma	34
Nord III, Harold	Asst. Sec for Sand Canyon/Option One	American Home Servicing, Inc.	Duval, FL	2
Noriega, Marti	Asst V.P. MERS	Litton Loan Servicing	Harris, TX	3
Perez, David	Asst V.P. of Bank of America	BAC	Dallas, TX	1
Peterson, Elena	Attny in Fact for Wells Fargo	Harmon Law Office	Middlesex, MA	31
Phidavanh, Viengmor	V.P. for Wells Fargo		Dakota, MN	5
Pirritano, Laura	Assistant V.P. of Bank of America	BAC	Erie, NY	1
Porter, Kimberly	V.P. of N E Moves Mortgage Corporation		Middlesex, MA	4
Prindle, Michael	V.P. of Bank of America	BAC	Collins, TX	1
Rivera, Silena	Asst. V.P. of Sand Canyon/Option One & BOA/Atty in Fact	American Home Servicing, Inc.	Duval, FL	3
Rybarczyk, Robert	Asst V.P. of Bank of America	BAC	Erie, NY	4

66a.

Appendix D

Petitioner's Complaint / Letter to  
Consumer Financial Protection Bureau  
(CFPB)

Consumer Financial Protection Bureau  
P.O. Box 4503                      Via Fax (855)237-2392 &  
Iowa City, Iowa 52244            USPS Priority Mail  
Total of 3 Pages  
(this letter & Copy of CFPB  
letter; 2pages -Omitted here)

Re: **Submission Number 140916-001622;**  
Wrongful Foreclosure by Litton Loan Servicing;  
Subject Property: 12 North Drive, Marion, MA

Dear Consumer Financial Protection Bureau:  
I am writing in reply to your October 3, 2014  
response, and Ocwen's September 29, 2014  
response, to my above-reference submission and  
complaint against Litton Loan Servicing.  
Neither your letter, nor Ocwen's letter, resolved  
the core issues that I brought up in my  
complaint.  
Most notably, the second paragraph in Ocwen's  
September 29, 2014 letter states that after the  
foreclosure on August 27, 2010, my mortgage  
loan was  
(a) Transferred to Ocwen on September 1, 2011,  
and

67a.

(b) The property was “reverted” to Ocwen’s Real Estate Owned (REO) Department.

This raises more legal questions than it resolves:

1. How could a “loan” be transferred after a \$1,400,000 mortgage was foreclosed at an auction that generated some \$1,716,966.<sup>40</sup>?
2. How does a property get “reverted” to Ocwen after such a sale?
3. What did Ocwen pay for the property, if anything?
4. How the property now is advertised for sale by (Ocwen?) for considerably less than \$900,000?  
<http://www.trulia.com/property/3084555602-12-North-Dr-Marion-MA-02738>
5. Where did the \$1,716,966.<sup>40</sup> go that Litton allegedly paid at auction?

There is something drastically wrong here; especially given that the Massachusetts Department of Revenues has issued a NOTICE OF LEVY against property held on my behalf to:

LPL Financial 9785 Towne Center Drive San Diego, CA 92121-1968.

The amount of the levy is \$27,632.<sup>30</sup>; a copy of which is attached hereto (*Omitted here*).

Please immediately explain what is going on and, specifically,

- a) What amounts LPL Financial is holding on my behalf,

68a.

- b) Exactly what LPL Financial's legal capacity is with respect to this mortgage transaction and foreclosure, and
- c) Why this NOTICE OF LEVY is being directed to LPL Financial.

Please respond at your earliest convenience as time is of the essence.

Thank you.

---

Christopher Dawson  
(772) 209-0455  
575 Wickenden St, Apt. 207  
Providence, RI 02903

69a.

**Appendix E**

Petitioner's Complaint / Letter to  
Consumer Financial Protection Bureau  
(CFPB)

Consumer Financial Protection Bureau  
P.O. Box 4503                      *via Fax (855) 237-2392*  
Iowa City, Iowa 52244       *and USPS Priority Mail*  
Total of 4 Pages

**Re: Wrongful Foreclosure by Litton on**  
**12 North Drive, Marion, MA**

Dear Consumer Financial Protection Bureau:  
I am writing this letter as the former owner, mortgagor, and resident of the property (single-family home) at 12 North Drive, Marion, MA. On August 27, 2010, my home was foreclosed by the servicer and first mortgagee, Litton Loan Servicing (hereinafter "Litton"). Because I believed, and still believe, that the foreclosure on my home was illegal, I am writing this letter to ask you exactly what recourse I have in light of the recently announced multi-billion dollar Ocwen enforcement action as reported by the Consumer Financial Protection Bureau.  
Despite that my claims have been echoed by the settlement, it appears that I was not included in



70a.

the settlement because my first mortgage was in excess of the qualifying limits.

Obviously, the size of my first mortgage did not change the wrongdoing commitment by Litton and Ocwen (i.e. "years of systemic misconduct in mortgage servicing. The misconduct included unfair shortcuts, unauthorized fees, deception, illegal foreclosures, and other illegal practices.").

I am 70 years old and I lost my "dream home" and everything I had worked for. Despite my litigations challenging Litton 's standing and title to the property, the Courts (as I'm sure you know) were pre-disposed to rule against me at that time.

However, now that 49 states and the federal government concur with my claims against Litton, exactly what am I supposed to do in order to recover?

The 49 states and the federal government are collecting millions (if not billions) of dollars by and through the several settlements with the nation's biggest banks and services. I didn't get a dime.

I lost everything, and I hereby request an appropriate payment for my losses.

Below are the recorded documents that form the "core" facts in my case:

- MORTGAGE (on property at 12 North Dr., Marion, MA - given by Christopher Dawson to Mortgage Electronic Registration Systems, Inc. as nominee for Aegis Wholesale Corporation to secure a note in the amount of \$1,400,000 dated November 6, 2006): Recorded 11/08/2006 at 10:30 AM at Book 33645 Pages 178-193).
- MORTGAGE (on property at 12 North Dr., Marion, MA - given by Christopher Dawson to JP Morgan Chase, N.A. to secure a home equity credit line in the amount of \$300,000 dated November 17, 2006): Recorded 11/22/2006 at 10:07 AM at Book 33715 Pages 343-350).
- MORTGAGE (on property at 12 North Dr., Marion, MA - given by Christopher Dawson to Elyahou Talasazan and Helena Talasazan to secure a note in the amount of \$100,000 dated February 1, 2008): Recorded 02/07/2008 at 1:01 PM at Book 35581 Pages 5-7).
- ASSIGNMENT OF MORTGAGE (of mortgage dated November 6, 2006 at Book 33645 Page 178): Recorded 03/29/2010 at 1:30 PM at Book 38368 Page 32. Assignment was from Mortgage Electronic Registration Systems, Inc. to Litton Loan Servicing, LP at 60

Livingston Ave., St. Paul, MN 55701-2322  
without recourse, executed on February  
17, 2010.

- ORDER OF NOTICE (to Servicemen of intent to foreclose mortgage dated November 6, 2006 at Book 33645 Page 178); Recorded 06/29/2010 at 1:58 PM at Book 38680 Page 167.
- JUDGMENT (to foreclose mortgage dated November 6, 2006 at Book 33645 Page 178): Recorded 12/31/2010 at 10:26 AM at Book 39489 Page 138; (NOTE: Court signed off on judgment on August 24, 2010. However, the judgment was not recorded until December 31, 2010 - just before the CERTIFICATE OF ENTRY and FORECLOSURE DEED were recorded).
- POWER OF ATTORNEY (given by Debra Lyman as Assistant Secretary of Litton et al [this POA is from two separate Litton entities] to Kevin Morris or Mark Harmon for the specified purposes of making entry and fore foreclosing the property at 12 North Drive, Marion, MA): Recorded 12/31/2010 at 10:26 AM at Book 39489 Page 139.
- CERTIFICATE OF ENTRY (that Litton was allowed "peaceable and unopposed entry" to the property at 12 North Drive,

Marion, MA) on August 27, 2010; Recorded at Book 39489 Page 141 at 10:26 AM on 12/31/2010

- FORECLOSURE DEED (of mortgage dated November 6, 2006 at Book 33645 Page 178): Book 39489 Page 143; Executed on 09/17/2010; Grantor and Grantee were both Litton Loan Servicing, LP at 4828 Loop Ventral Drive, Houston, TX 77081; Sale amount was \$1,716,966.40.

Please also note the following irrefutable facts:

1. The Foreclosure Deed and Affidavit were executed by Debra Lyman, a recognized robo-signer, who also is employed as an Assistant Secretary of Mortgage Electronic Registration Systems, Inc.
2. The allonge attached to the subject \$1,400,000 note dated November 6, 2006 has BOTH a special endorsement and a blank endorsement made by the same person - and, additionally, the endorsement stamps are "robo-signed."
3. The subject complaint for foreclosure recorded with the registry of deeds shows the mortgage was given to "Mortgage Electronic Registration Systems, Inc." and not the Litton.

74a.

4. The foreclosure deed itself, and its affidavit, were executed by a recognized **robo-signer**, Debra Lyman, who also is employed as an Assistant Secretary of Mortgage Electronic Registration Systems, Inc.
5. On or about December 31, 2010, Litton recorded a foreclosure deed in which both the Grantor and Grantee were Litton Loan Servicing, LP at 4828 Loop Ventral Drive, Houston, TX 77081. The amount paid by the Grantee was, allegedly, \$1,716,966.40. The Foreclosure Deed and Affidavit were executed by Debra Lyman, a recognized robo-signer. The FORECLOSURE DEED was recorded on 12/31/2010 at 10:26 AM at Book 39489 Book 143 in the Plymouth County Registry of Deeds.

In view of these facts and circumstances, I am hopeful that I can be appropriately compensated for my losses at the hands of Litton without another drawn out litigation.

Therefore, I would appreciate it if you could immediately respond in writing.

Thank you for your consideration.

---

Christopher Dawson,  
(772) 209-0455  
575 Wickenden St, Apt. 207, Providence, RI 02903