

Clarence E. Owens

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*Co-Plaintiff (Pro Se)*

Case: 1:24-cv-01200

JURY DEMAND

Assigned To : Contreras, Rudolph

Assign. Date : 4/24/2024

Description: Pro se. Gen. Civ. (F-Deck)

**April 24, 2024**

To: VIA: HAND DELIVERY

Consumer Financial Protection Bureau  
c/o Hon. Rohit Chopra  
1700 G Street, NW  
Washington, DC 20552

To: VIA: HAND DELIVERY

The District of Columbia  
Office of the Attorney General  
c/o Hon. Brian Schwalb  
441 Fourth Street, N.W.  
Washington, DC 20001

Re: Francis Twardy, et al. v. Ocwen Financial Corporation, et al.

Civil Action No. \_\_\_\_\_ (U.S. Dist. Ct. D.D.C.)

**NOTICE OF COMPLAINT WITH JOINDER OF CONSUMER FINANCIAL  
PROTECTION BUREAU AND THE DISTRICT OF COLUMBIA, AS REQUIRED  
PLAINTIFFS PURSUANT TO FED. R. CIV. P. 19**

Dear Hon. Rohit Chopra and Hon. Brian Schwalb,

I am Clarence E. Owens, a citizen of New Jersey and plaintiff, along with the parties copied below (hereinafter collectively referred to as the "*Mass Tort Plaintiffs*"), named in the above referenced civil action commenced in the United States District Court for the District of Columbia, wherein the Consumer Financial Protection Bureau ("CFPB" and "the Bureau") and the District of Columbia ("D.C.") are joined therein as plaintiffs pursuant to Fed. R. Civ. P. 19. The basis of our complaint filed in the U.S. District Court for the District of Columbia against Ocwen Financial Corporation ("OFC"), Ocwen Loan Servicing LLC ("OLS"), and PHH Mortgage Corporation ("PHH") (hereinafter collectively referred to as "*the Servicers*"), for which you have been joined as required parties, arises from:

- i. the same allegations and causes of action set within the civil complaints filed in the U.S. District Court for the District of Columbia on December 19, 2013 (See Consumer Financial Protection Bureau, et al. v. Ocwen Financial Corporation, et al., Civil Action No. 13-02025) and January 3, 2018 (See State of Alabama, et al. v. PHH Mortgage Corporation, Civil Action No. 18-00009), wherein the Bureau and D.C. were made parties, along with myself, the co-plaintiffs copied below, and similarly situated citizens

in this jurisdiction (and interstate) by (and through) our State Attorneys General appearing pursuant to *parens patriae* and other authorities conferred upon them.;

- ii. the consent judgments entered on February 26, 2018, in Civil Action No. 13-02025 and May 10, 2018, in Civil Action No. 18-00009: (1) required the Servicers' to identify and remediate harm caused by the "Covered Conduct" subject of said civil actions and consent judgments; (2) did not release the Defendants from their obligation to comply with applicable State and Federal laws; and (3) did not release the Servicers' from certain claims and remedies.;
- iii. the Defendants failed to identify and remediate harm from the "Covered Conduct", caused to myself and the co-plaintiffs copied below, as was required by the consent judgments entered in Civil Action No.'s 13-02025 and 18-00009.; and
- iv. the Servicers' continued to engage in the "Covered Conduct" against myself, co-plaintiffs, and similarly situated citizens in New Jersey and D.C., during Defendants performance of their servicing and foreclosure activities, despite (and after entry of) the consent judgments entered in Civil Action No.'s 13-02025 and 18-00009.

Enclosed hereto is a copy of our 51-page complaint, signed and dated by myself and co-plaintiffs copied below, and stamped filed by the Clerk for the U.S. District Court for the District of Columbia. For the sake of economies, the four page appendix for exhibits attached to the complaint is also enclosed hereto, without the 704 pages of exhibits that were filed with the Court, the latter of which we respectfully request you retrieve from [www.pacer.gov](http://www.pacer.gov) or at a designated email address of your liking.

In addition to setting forth allegations that the Defendants willfully continued to engage in the "Covered Conduct" subject of Civil Action No.'s 13-02025 and 18-00009, our complaint also sets forth six (6) specific instances of the Servicers' continued engagement in unfair and deceptive servicing and foreclosure practices, upon:

- i. the Defendants' continued use of false claims and use/trafficking of forged/falsely notarized "assignment" instruments which are amongst 1,000,000 (plus) documents created (and recorded in land records, interstate) by the criminally implicated DocX LLC ("DocX") under the direction and supervision of Lorraine Brown, despite (and after): (1) the November 20, 2012 federal inditement and please agreement in United States of America v. Lorraine Brown (Case No. 3:12-cr-198-J-25MLR); (2) the April 13, 2011 cease and desist entered in In the Matter of Lender Processing Services, Inc., et al. (FRB Docket Nos. 11-052-B-SC-1, 11-052-B-SC-2 and 11-052-B-SC-3 | FDIC-11-204b | OCC AA-EC-11-46 | OTS DC-11-039); and (3) other binding authorities.;

- ii. the Servicers' continued use of false claims pertaining to (and creation/use/trafficking of forged/notarized "assignment" instruments) misrepresenting Mortgage Electronic Registration Systems, Inc. ("MERS") as the "assignor" and/or "assignee", despite (and after): (1) the April 13, 2011 cease and desist in In the Matter of MERSCORP, Inc., et al. (OCC No. AA-EC-11-20 | Board of Governors Docket Nos. 11-051-B-SC-1, 11-051-B-SC-2 | FDIC-11-194b | OTS No. 11-040 | FHFA No. EAP-11-01); (2) MERS' own admissions in judicial proceedings, on multiple occasions; and (3) other binding authorities.;
- iii. the Defendants' continued use of false claims pertaining to (and presentation/trafficking of) forged/falsely notarized "assignment" instruments created by Nationwide Title Clearing Inc. ("NTC"), displaying the latter's employee Bryan J. Bly ("Mr. Bly") self-admitted forged name and signatures, despite (and after): (1) Mr. Bly's admissions during his July 2, 2010 deposition in Deutsche Bank Nat'l Tr. Co. v. Hannah, No. 2009-CA-1920 (Fla. Cir. Ct. July 2, 2010); and (2) other binding authorities.
- iv. the Servicers' continued use of false claims pertaining to (and creation/presentation/trafficking of) forged/falsely notarized "assignment" instruments misrepresenting American Home Mortgage Servicing ("AHMS"), Option One Mortgage Corporation ("Option One"), and Sand Canyon Corporation ("Sand Canyon") as "assignee" and/or "assignor", despite (and after) the March 18, 2009 declaration of Dale M. Sugimoto ("Mr. Sugimoto") as the President of Sand Canyon was filed in the United States Bankruptcy Court for the Eastern District of Louisiana in In Re Ron Wilson, Sr. et al., (Case No. 07-11862 (EWM)).;
- v. the Defendants' continued false statements to the Bureau in response to complaints filed by citizens against the Servicers'; and
- vi. the Defendants', by and through third-party vendors, caused an illegal break-in, burglary, and locked a co-plaintiff out of his home between July 4, 2018 – July 5, 2018, followed by an attempted break-in on April 5, 2020.

Within the complaint and 704 pages of exhibits annexed thereto, we have provided prima facie evidence that the Servicers', with assistance of third-party vendors, have continued to engage in the same "bad acts" subject of Civil Action No.'s 13-02025 and 18-00009, resulting in continued premature and unauthorized foreclosures, continued violation of Mass Tort Plaintiffs' and similarly situated citizens' (including citizens of D.C.)<sup>1</sup> rights and protections, and the continued use of false and deceptive affidavits and other documents, without any end in sight absent intervention by the Court, the Bureau, D.C., and other State Attorneys General.

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<sup>1</sup> See **Exhibit D8** to Complaint.

In closing, the co-plaintiffs copied below and I are actively seeking counsel to litigate on our behalf in the above referenced matter. Until then, the Mass Tort Plaintiffs are completing individual certifications/declarations in support of a motion for preliminary injunction to enjoin the Defendants', wherein we will attach additional evidence demonstrating the Servicers' continued engagement in unfair and deceptive practices subject of Civil Action No.'s 13-02025 and 18-00009, and the above referenced matter.

Respectfully submitted,



Clarence E. Owens  
*Co-Plaintiff (Pro Se)*

- cc: VIA EMAIL: [REDACTED]  
Francis Twardy  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Frances Rogers  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Yvette Labossiere & Anthony Momperousse  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Jeanne Palumbo  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Celeste Payne  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Alvin Francis and Marsha Francis  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Thomas M. Taylor  
*Co-Plaintiff (Pro Se)*
- cc: VIA EMAIL: [REDACTED]  
Jacqueline Jennings  
*Co-Plaintiff (Pro Se)*

cc: VIA EMAIL: [REDACTED]  
George White Jr.  
*Co-Plaintiff (Pro Se)*

cc: VIA PROCESS SERVER  
Ocwen Financial Corporation, Ocwen Loan Servicing LLC,  
and PHH Mortgage Corporation  
c/o Joseph J. Samarias  
*Defendants*