

**IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND**

MARCELINE WHITE )  
)  
*On behalf of herself individually and* )  
*similarly situated persons.* )  
)  
Plaintiff, )  
)  
v. )  
) CASE NO.: C-02-CV-20-001060  
NEWREZ LLC d/b/a SHELLPOINT )  
MORTGAGE SERVICING )  
)  
& )  
)  
FEDERAL NATIONAL MORTGAGE )  
ASSOCIATION )  
)  
Defendants. )

**SHELLPOINT MORTGAGE SERVICING AND FEDERAL NATIONAL  
MORTGAGE ASSOCIATION’S ANSWER TO FIRST AMENDED COMPLAINT**

Pursuant to Md. Rule 2-323, Defendants NewRez, LLC, d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) and Federal National Mortgage Association (“Fannie Mae”) (collectively “Defendants”) answer Plaintiff Marceline White’s First Amended Class Action Complaint as follows. Each and every allegation of the Complaint is expressly denied unless specifically admitted, qualified, or explained herein.

**INTRODUCTION**

1. Paragraph 1 is an introduction and states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 1.

2. Paragraph 2 and subparts (a) through (b) are introductions and state Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required,

Defendants admit that Shellpoint offers purely optional expedited payment processing via telephone for an additional charge. Except as specifically admitted, Defendants deny the remaining allegations in Paragraph 2 and subparts (a) through (b).

3. Paragraph 3 is an introduction and states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 3.

### **JURISDICTION AND VENUE**

4. Paragraph 4 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that this Court has jurisdiction over Plaintiff's claims.

5. Paragraph 5 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 5 as phrased therein.

6. Paragraph 6 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 6 as phrased therein.

7. Paragraph 7 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the Court has authority to issue a declaratory judgment pursuant to CTS & JUD. PROC. § 3-409.

### **PARTIES**

8. Paragraph 8 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that Plaintiff is the borrower on a Fannie Mae-owned mortgage loan in Maryland that has been, between November 2019 and

present, serviced by Shellpoint. Defendants admit that the mortgage loan is secured by a deed of trust recorded against the real property located at 1531 Park Avenue, Baltimore, MD 21217 (the “Property”). Defendants further admit that the provisions of COM. LAW § 12-1001(c) speak for themselves and deny the allegations in Paragraph 8 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute. Except as specifically admitted, Defendants deny the allegations in Paragraph 8.

9. Defendants admit the allegations in Paragraph 9.

a. Paragraph 9(a) states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that New Residential Investment Corporation’s website speaks for itself and deny the allegations in Paragraph 9(a) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret New Residential Investment Corporation’s website.

b. Paragraph 9(b) states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of FIN. INST. § 11-501(j)(n) speak for themselves and deny the allegations in Paragraph 9(b) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants.

c. Paragraph 9(c) states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of CTS. & JUD. PROC. § 14-201(b) speak for themselves and deny the allegations in Paragraph 9(c) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants.

d. Paragraph 9(d) states Plaintiff’s legal opinions and conclusions to which no

response is required. To the extent a response is required, Defendants admit that the provisions of COM. LAW § 12-1001(g) speak for themselves and deny the allegations in Paragraph 9(d) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants.

10. Defendants admit that Fannie Mae is the owner of Plaintiff's mortgage loan at issue. The remainder of Paragraph 10 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of REAL PROP. § 2-103 and the holding in *Thompkins v. Mountaineer Investments, LLC*, 439 Md. 118, 139 (2014) speak for themselves, and deny the allegations in Paragraph 10 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the Fannie Mae Servicing Guide, the statute, or the court's holding in *Thompkins*. Defendants deny the remaining allegations in Paragraph 10.

### **FACTUAL ALLEGATIONS**

11. Paragraph 11 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of MD. CODE REGS. 09.03.06.20 and MD. CODE REGS. 09.03.06.20 speak for themselves and deny the allegations in Paragraph 11 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the regulations as applicable to Defendants.

12. Paragraph 12 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the holding in *Hoffman v. Stamper*, 385 Md. 1, 867 A.2d 276 (2005) speaks for itself and deny the allegations in Paragraph 12 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the court's holding in *Hoffman* as applicable to Defendants.

13. Paragraph 13 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of 12 C.F.R. § 1024.38(b)(1)(i) and 12 C.F.R. § 1024.35(b)(5) speak for themselves and deny the allegations in Paragraph 13 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the regulations as applicable to Defendants.

14. Paragraph 14 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of 12 U.S.C. § 2605(k)(1)(C)(E), 12 U.S.C. § 2605(h), and 12 C.F.R. § 1024.33(d) speak for themselves and deny the allegations in Paragraph 14 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statutes or regulations as applicable to Defendants.

15. Paragraph 15 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of the Maryland Mortgage Fraud Protection Act, REAL PROP. § 7-401, *et seq.*, and the holdings in the cases cited in Paragraph 15 speak for themselves and deny the allegations in Paragraph 15 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute or the cases as applicable to Defendants.

16. Denied.

a. Defendants admit that the comprehensive report of The Mortgage Servicing Collaborative of the Urban Institute's Housing and Finance Policy Center referenced in Paragraph 16(a) speaks for itself and deny the allegations in Paragraph 16(a) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the report as applicable to Defendants.

b. Defendants admit that the market survey conducted by the Federal Housing

Finance Agency referenced in Paragraph 16(b) speaks for itself and deny the allegations in Paragraph 16(b) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the survey as applicable to Defendants.

c. Defendants admit that the report referenced in Paragraph 16(c) speaks for itself and deny the allegations in Paragraph 16(c) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the report as applicable to Defendants.

17. Defendants admit that the report referenced in Paragraph 17 speaks for itself and deny the allegations in Paragraph 17 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the report as applicable to Defendants.

**FACTUAL ALLEGATIONS RELEVANT TO PLAINTIFF WHITE**

18. Defendants admit only that the mortgage loan at issue was in the original principal amount of \$309,300 as reflected by the deed of trust dated March 21, 2007 in favor of Countrywide Home Loans, Inc. Defendants lack sufficient information to admit or deny the remaining allegations in Paragraph 18, and therefore deny the same.

19. Paragraph 19 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of Maryland's Closed End Credit Law ("CLEC"), COM. LAW § 12-1001, *et seq.*, speak for themselves and deny the allegations in Paragraph 19 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants. Defendants admit that the terms of the White Loan are subject to CLEC. Defendants deny the remaining allegations in Paragraph 19.

20. The allegations in Paragraph 20 are not directed to Defendants; thus, no response is required. To the extent a response is required, Defendants admit that the status of Ditech

Financial LLC's ("Ditech's") bankruptcy proceeding in the United States Bankruptcy Court for the Southern District of New York (Case No. 19-10412) speaks for itself and deny the allegations in Paragraph 20 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the status of Ditech's bankruptcy. Defendants admit, to the best of their knowledge, that the White Loan was not serviced by Ocwen Loan Servicing at any time.

21. The allegations in Paragraph 21 are not directed to Defendants; thus, no response is required. To the extent a response is required, Defendants deny that Plaintiff's loan contains incorrect or unreliable information. Defendants lack sufficient information to admit or deny the remaining allegations in Paragraph 21, and therefore deny the same.

a. The allegations in Paragraph 21(a) are not directed to Defendants; thus, no response is required. To the extent a response is required, Defendants admit that the Complaint filed by the CFPB in the United States District Court for the for the District of Minnesota (Case No. 15-2064) speaks for itself and deny the allegations in Paragraph 21(a) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret that Complaint.

b. Paragraph 21(b) states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 21(b).

22. Paragraph 22 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 22.

23. Denied. Shellpoint began servicing Plaintiff's mortgage loan on December 1, 2019.

24. The allegations in Paragraph 24 are not directed to Fannie Mae; thus, no response from Fannie Mae is required. Shellpoint denies that Plaintiff was in default on her mortgage loan

when its service transferred from Ditech to Shellpoint.

25. Defendants admit that Ditech provided Plaintiff's contact information to Shellpoint at the time of service transfer. Defendants deny that Plaintiff was not provided timely or adequate notice of the service transfer. Except as specifically admitted, Defendants deny the remaining allegations in Paragraph 25.

a. Denied.

b. Denied.

c. Denied.

26. Defendants deny that they were required to mail notices to Plaintiff at the Property address if Plaintiff previously designated a separate mailing address in writing to her servicer. Except as specifically admitted, Defendants deny the remaining allegations in Paragraph 26.

a. Defendants admit that the contents of any notice of default mailed to Plaintiff speaks for itself and deny the allegations in Paragraph 26(a) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the notice of default as applicable to Defendants.

b. Defendants admit that the contents of any notice mailed to Plaintiff regarding delinquent taxes speaks for itself and deny the allegations in Paragraph 26(b) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the notice as applicable to Defendants.

27. Denied.

28. Denied.

29. Denied.

30. Defendants deny that the information surrounding Plaintiff's loan is inaccurate or



unverified, or that the fees assessed to Plaintiff's account were not disclosed to Plaintiff. Defendants admit that the fees and charges reflected on Plaintiff's loan history speak for themselves and deny the allegations in Paragraph 30 and subparts (a) through (d) to the extent they purport to selectively characterize, paraphrase, summarize, or interpret Plaintiff's loan history.

31. Denied.

a. Paragraph 31(a) states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 31(a).

b. Paragraph 31(b) states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 31(b).

c. Paragraph 31(c) states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 31(c).

d. Paragraph 31(d) states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 31(d).

32. Defendants admit that the payoff quote provided to Plaintiff on April 3, 2020 speaks for itself and deny the allegations in Paragraph 32 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret Plaintiff's payoff quote. The remainder of Paragraph 32 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the remaining allegations in Paragraph 32.

33. Admitted.

34. Defendants admit that they received correspondence from Plaintiff on or about April 20, 2020 and/or April 22, 2020 alleging errors associated with Plaintiff's loan. Defendants deny that Plaintiff's loan contained any errors at any relevant time. The remainder of Paragraph 34 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the remaining allegations in Paragraph 34.

35. Shellpoint admits that it received correspondence from Plaintiff dated March 18, 2020 alleging errors associated with Plaintiff's loan. Shellpoint denies that Plaintiff's loan contains any errors. The allegations in Paragraph 35 are not directed to Fannie Mae; thus, no response from Fannie Mae is required.

36. Paragraph 36 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 36.

37. Paragraph 37 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 37.

#### **CLASS ALLEGATIONS**

38. Paragraph 38 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 38.

a. Paragraph 38(a) states Plaintiff's explanation of a defined term to which no response is required. To the extent a response is required, Defendants deny that the proposed class can be certified and deny the remaining allegations in Paragraph 38(a).

b. Paragraph 38(b) states Plaintiff's explanation of a defined term to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 38(b).

39. Paragraph 39 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 39.

40. Paragraph 40 contains Plaintiff's exclusions from the proposed classes, to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified.

41. Paragraph 41 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 41.

42. Paragraph 42 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of Md. Code Regs. 09.03.06.04 speak for themselves and deny the allegations in Paragraph 42 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants. Defendants deny the remaining allegations in Paragraph 42.

43. Paragraph 43 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 43.

44. Paragraph 44 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 44.

45. Paragraph 45 and its subparts (b) through (f) state Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 45 and its subparts (b) through (f). Subpart (a) contains no text and thus no response is required.

46. Paragraph 46 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 46.

47. Paragraph 47 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 47.

48. Paragraph 48 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 48.

49. Paragraph 49 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 49.

50. Paragraph 50 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 50.

51. Paragraph 51 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 51. Defendants explicitly deny that Plaintiff is an adequate class representative. Defendants explicitly deny that Plaintiff is able to fairly and adequately protect the interests of any class. Defendants explicitly deny that Plaintiff is similarly situated to the class members she seeks to represent. Defendants explicitly deny that Plaintiff has retained counsel that is adequate to serve as class counsel without a conflict of interest. Defendants explicitly deny the assertion that Plaintiff does not have any interests which might cause her to not vigorously prosecute this action or are otherwise adverse to the members of her proposed classes, and Defendants affirmatively aver that Plaintiff has interests that place her in conflict with the interests of her proposed class members.

52. Paragraph 52 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 52.

**COUNT I – MARYLAND CONSUMER PROTECTION ACT**

53. Defendants incorporate all responses contained in this Answer and Affirmative Defenses as if fully set forth herein. Defendants deny that the proposed classes can be certified and deny that Plaintiff is entitled to any relief on her individual claims.

54. Paragraph 54 states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 54.

55. Paragraph 55 states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 55.

56. Defendants admit that Shellpoint offered purely optional expedited payment processing via telephone for an additional charge and that Plaintiff agreed to pay these charges in exchange for this optional service. Defendants deny that the imposition of convenience fees in exchange for the expedited payment process service was unlawful. Defendants lack sufficient information to admit or deny the allegations as to any unnamed members of the putative classes, and therefore deny the same.

57. Paragraph 57 states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 57.

58. Paragraph 58 states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 58.

59. Paragraph 59 states Plaintiff’s legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of the Maryland Consumer Protection Act (“MCPA”), COM. LAW. § 13-101, *et seq.*, speak for themselves and deny the allegations in Paragraph 59 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants.

60. Paragraph 60 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 60.

61. Paragraph 61 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 61.

62. Paragraph 62 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants admit that the provisions of the MCPA speak for themselves and deny the allegations in Paragraph 62 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants.

63. Paragraph 63 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 63.

64. Paragraph 64 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 64.

65. Paragraph 65 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 65.

66. Paragraph 66 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can be certified and deny the remaining allegations in Paragraph 66.

67. Paragraph 67 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny that the proposed classes can

be certified and deny the remaining allegations in Paragraph 67.

## **COUNT II – DECLARATORY JUDGMENT**

68. Defendants incorporate all responses contained in this Answer and Affirmative Defenses as if fully set forth herein. Defendants deny that Plaintiff is entitled to any relief on her individual claim for declaratory judgment.

69. Defendants admit that the contents of any notification provided by the Maryland Commissioner of Financial Regulation speaks for itself and deny the allegations in Paragraph 69 to the extent they purport to selectively characterize, paraphrase, summarize, or interpret the statute as applicable to Defendants. The remainder of Paragraph 69 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the remaining allegations in Paragraph 69.

70. Defendants admit that Shellpoint continues to pursue amounts owed by Plaintiff pursuant to her mortgage loan documents. The remainder of Paragraph 70 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the remaining allegations in Paragraph 70.

71. Defendants admit that Shellpoint is the servicer of Plaintiff's mortgage loan, which was originated by Countrywide Home Loans, Inc. and is now owned by Fannie Mae. The remainder of Paragraph 71 states Plaintiff's legal opinions and conclusions to which no response is required. To the extent a response is required, Defendants deny the remaining allegations in Paragraph 71.

72. Denied.

## **PRAYER**

In response to the Paragraphs beginning with “WHEREFORE” directly below Paragraph 72, Defendants deny that Plaintiff is entitled to the requested relief set forth in subparts A through E, or to any relief whatsoever, including certification of any class.

## **AFFIRMATIVE DEFENSES**

Defendants assert the following defenses without assuming the burden of any such defense that would otherwise rest on Plaintiff, and with the express reservation of right to amend or supplement its Answer or Affirmative Defenses as further information is gathered.

1. The First Amended Class Action Complaint fails to state a claim upon which relief can be granted and therefore should be dismissed.
2. Plaintiff’s claims and/or the claims of the putative class members are barred in whole or in part for a lack of statutory standing.
3. Plaintiff’s claims and/or the claims of the putative class members are barred in whole or in part by the terms of their respective loan documents.
4. Plaintiff’s claims and/or the claims of the putative class members are barred in whole or in part by the applicable statutes of limitations.
5. Plaintiff’s claims and/or the claims of the putative class members may be barred by the doctrines of estoppel or unclean hands.
6. Plaintiff’s claims and/or the claims of the putative class members are barred because the convenience fees at issue in this action were “permitted by law” within the meaning of the Federal Debt Collection Practices Act (“FDCPA”), 15 USC § 1692 *et seq.*



7. Plaintiff's claims and/or the claims of the putative class members are barred because the conduct at issue does not constitute collection activity arising from consumer debt within the meaning of the FDCPA.

8. Plaintiff's claims and/or the claims of the putative class members are barred because neither Shellpoint nor Fannie Mae has engaged in any conduct with respect to Plaintiff or the putative class members that constitutes an act or omission prohibited by the FDCPA, MCPA, or MCDCA.

9. Plaintiff and/or the putative class members failed to mitigate their damages and the amount of damages, if any, must be reduced by the amount of damages that Plaintiff and/or the putative class members could have prevented through reasonable efforts.

10. Plaintiff's claims, and/or the claims of the putative class members, are barred to the extent that those claims are based on a failure of performance that was prevented, excused, or frustrated by Plaintiff's/class members' own acts, or the acts of their authorized agents or other parties, or by operation of law.

11. Plaintiff's claims, and/or the claims of the putative class members, are barred in whole or in part because Plaintiffs have not sustained any damages as a result of Defendants' alleged actions.

12. The allegations as to the claims of the putative class members fail because Plaintiff cannot establish a class that meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and applicable decisional law.

13. Plaintiff is not an adequate representative of the classes she seeks to represent, such that Plaintiff cannot establish a class that meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and applicable decisional law.

14. Plaintiff's claims are not typical of the classes she seeks to represent, such that Plaintiff cannot establish a class that meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and applicable decisional law.

15. Plaintiff's counsel is not an adequate attorney to represent the classes he seeks to represent, such that Plaintiff cannot establish a class that meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and applicable decisional law.

16. Plaintiff's claims against Defendant Fannie Mae are barred because Fannie Mae cannot be held vicariously liable for unauthorized acts of its agent pursuant to the *Merrill* Doctrine (*Fed'l Crop Ins. Corp. v. Merrill*, 332 U.S. 380 (1947)).

17. Plaintiff's individual claims, and Plaintiff's purported class claims, are barred by the voluntary payment doctrine.

WHEREFORE, having fully answered Plaintiff's First Amended Class Action Complaint, Defendants respectfully request:

A. That the Court enter judgment in favor of Defendants and against Plaintiff on all claims in the First Amended Class Action Complaint;

B. That the Court award Defendants their attorneys' fees and costs incurred in defending this action as allowed by contract and/or applicable law; and

C. For such other and further relief as the Court may deem just and appropriate.

Dated: December 1, 2020

Respectfully submitted,

/s/ Andrew J. Narod  
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*Counsel for Defendants NewRez, LLC, d/b/a Shellpoint  
Mortgage Servicing and Federal National Mortgage  
Association*

**CERTIFICATE OF SERVICE**

I hereby certify that I caused a copy of the foregoing to be filed with Court's electronic filing system (MDEC), which will cause a copy to be transmitted to counsel of record, on this 1<sup>st</sup> day of December, 2020, including to the following:

Phillip R. Robinson, Esq.  
Consumer Law Center, LLC  
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Silver Spring, MD 20910

*Attorney for Plaintiff*

/s/ Andrew J. Narod  
Andrew J. Narod (MD CPF# 0912160295)