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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

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NICHOLE WILLIAMS,
JOHNSON SENDOLO,
CAREY KOPPENBERG,
CARRIE STROHMAYER,

On behalf of themselves and all others similarly
situated

Plaintiffs,

vs.

TIMOTHY F. GEITHNER AS UNITED
STATES SECRETARY OF THE TREASURY,

UNITED STATES DEPARTMENT OF THE
TREASURY,

THE FEDERAL HOUSING FINANCE
AGENCY, AS CONSERVATOR FOR THE
FEDERAL NATIONAL MORTGAGE
ASSOCIATION, d/b/a FANNIE MAE, AND

THE FEDERAL HOME LOAN MORTGAGE
CORPORATION d/b/a FREDDIE MAC

OCWEN LOAN SERVICING, LLC,

GMAC MORTGAGE, f/d/b/a
HOMECOMINGS FINANCIAL,

U.S. BANK

Defendants.

DECLARATION OF CHOMIE NEIL IN
OPPOSITION TO PLAINTIFFS' MOTION
FOR PRELIMINARY INJUNCTION

----- X

I, Chomie Neil, do hereby declare under penalty of perjury that following is true and
correct.

1. I am currently employed by Ocwen Loan Servicing, LLC, successor in interest to
Ocwen Federal Bank FSB ("Ocwen"), as a Manager of Trial Preparation/Discovery. I held the

1 position of Research Specialist from 1999 until July 2005 with Ocwen Federal Bank FSB and
2 held this position at Ocwen Loan Servicing, LLC until I was promoted to Senior Loan Analyst in
3 May 2006. I was promoted to Manager of Trial Preparation/Discovery in August 2008. As a
4 result of my employment with Ocwen Loan Servicing, LLC, and my review of loan information
5 kept by Ocwen in the course of its regularly conducted business activity, including information
6 relating to the loan files of plaintiff Johnson Sendolo, I have personal knowledge of the facts set
7 forth in this declaration.

8 2. Ocwen services a mortgage loan that is the subject of the above-captioned action,
9 consisting of a note and deed of trust executed by Johnson Sendolo secured by real property
10 located at 3218 Leyland Trail, Woodbury, Minnesota.

11 3. In April 2009, Mr. Sendolo applied for a loan modification from Ocwen pursuant
12 to the HAMP Program and submitted information and documents to Ocwen concerning his
13 monthly income and expenses.

14 4. Ocwen analyzed the information submitted by Mr. Sendolo to determine whether
15 he would qualify for a loan modification under the HAMP Program.

16 5. Ocwen determined that Mr. Sendolo's gross monthly income, as verified for part
17 time employment was \$231.05/month and that he received another \$1334.67/month in temporary
18 unemployment benefits. (Ocwen typically does not include unemployment benefits in its
19 calculations unless the borrower can verify that such payments will continue for at least nine
20 months, which Mr. Sendolo did not. However, even with the benefit of this additional income
21 Mr. Sendolo would not have qualified for a modification.) Under HAMP, the 31% "target
22 payment" for Mr. Sendolo would have been \$485.37, assuming a monthly income of \$1565.72.

23 6. The guidelines further require that any HOA dues be included in the target
24 payment. Because Mr. Sendolo's HOA dues are \$214.21, his target PITI¹ payment would have
25 been \$271.16.

26 7. Using the Treasury Department's loss mitigation waterfall guidelines set forth in
27 connection with the HAMP Program and its net present value calculator, Ocwen determined that

28 ¹ Principal, interest, taxes and insurance.

1 the target payment amount could not be reached while maintaining a net present value on the
2 loan.

3 8. Accordingly, Ocwen subsequently advised Mr. Sendolo in writing that his request
4 for a loan modification was denied.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Dated: September 14, 2009
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9 By: /s Chomie Neil
10 CHOMIE NEIL

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