

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

MATTHEW S. REMSNYDER, *et al.*

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Plaintiffs

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v.

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Case No. 1:19-cv-00492-CCB

MBA MORTGAGE SERVICES, INC.

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Defendant

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\* \* \* \* \*

**DEFENDANT’S ANSWER TO COUNT ONE OF AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Defendant, MBA Mortgage Services, Inc. (“MBA”), by its counsel, Steven A. Allen, Margaret McKee and Pessin Katz Law, P.A., submits this Answer to the Count One of the Amended Complaint and Demand for Jury Trial and says:<sup>1</sup>

1. In answer to paragraph 1 of the Amended Complaint, Defendant admits that the Plaintiffs named in the Amended Complaint have obtained residential mortgage loans from MBA and that each of the mortgage loans which was obtained was at one time secured against the Plaintiffs’ real property. Defendant denies that this case should be treated as a class action, that the Plaintiffs are class members and denies the remaining allegations in the paragraph.

2. Defendant denies the allegations in paragraph 2 of the Amended Complaint.

3. Defendant denies the allegations in paragraph 3 of the Amended Complaint.

4. Defendant denies the allegations in paragraph 4 of the Amended Complaint.

5. Defendant denies the allegations in paragraph 5 of the Amended Complaint.

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<sup>1</sup> The Amended Complaint contains two Counts. Defendant has filed a Motion to Dismiss Count Two of the Amended Complaint which is currently pending before the Court.

6. Defendant denies the allegations in paragraph 6 of the Amended Complaint.

7. Defendant denies the allegations in paragraph 7 of the Amended Complaint.

**PARTIES**

8. Defendant denies the allegations in paragraph 8 of the Amended Complaint, and state that this case is not appropriate for treatment under Federal Rule of Civil Procedure 23 as a class action.

9. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 9 of the Amended Complaint.

10. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 10 of the Amended Complaint.

11. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 11 of the Amended Complaint.

12. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 12 of the Amended Complaint.

13. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 13 of the Amended Complaint.

14. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 14 of the Amended Complaint.

15. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 15 of the Amended Complaint.

16. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 16 of the Amended Complaint.

17. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 17 of the Amended Complaint.

18. Defendant admits the allegations in paragraph 18 of the Amended Complaint.

### **JURISDICTION AND VENUE**

19. The allegations in paragraph 19 of the Amended Complaint are statements and/or conclusions of law for which no answer is required. To the extent, however, that any of the allegations in the paragraph are construed to be factual, those allegations are denied.

20. In answer to the allegations in paragraph 20 of the Amended Complaint, Defendant admits that the Court has personal jurisdiction over it. The remaining allegations in the paragraph are denied. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

21. The allegations in paragraph 21 of the Amended Complaint are statements and/or conclusions of law for which no answer is required. To the extent, however, that any of the allegations are construed to be factual, Defendant admits that it is subject to personal jurisdiction in this District, that venue is proper in this Court but the remaining allegations are denied.

### **FACTUAL ALLEGATIONS FOR INDIVIDUAL AND CLASS RELIEF**

22. In answer to paragraph 22 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegation that All Star Title, Inc. (“All Star”) is currently a licensed title and settlement service provider in Maryland and more than 30 states and currently provides title and settlement services on residential mortgage loans, refinances and reverse mortgages secured by real property in 47 states. Defendant admits that at one time All Star was a title and settlement service provider in Maryland, regulated by the

Maryland Insurance Administration and that it was licensed in other states and provided services in other states.

**I. Beginning in July, 2009, and continuing through 2015, MBA receives and accepts more than a quarter of a million dollars in illegal kickbacks.<sup>2</sup>**

23. Defendant denies the allegations in paragraph 23 of the Amended Complaint.

24. Defendant denies the allegations in paragraph 24 of the Amended Complaint.

25. Defendant denies the allegations in paragraph 25 of the Amended Complaint.

26. In answer to the allegations in paragraph 26 of the Amended Complaint, Defendant admits that it has used third party marketing companies to provide marketing services aimed at soliciting borrowers to obtain residential mortgage loans, refinances and reverse mortgages from MBA. The remaining allegations in the paragraph are denied.

27. Defendant denies the allegations in paragraph 27 of the Amended Complaint.

28. Defendant denies the allegations in paragraph 28 of the Amended Complaint.

29. In answer to paragraph 29 of the Amended Complaint, Defendant admits that Michael Betley is its President. The remaining allegations in the paragraph are denied.

30. Defendant denies the allegations in paragraph 30 of the Amended Complaint.

31. Defendant denies the allegations in paragraph 31 of the Amended Complaint.

32. Defendant denies the allegations in paragraph 32 of the Amended Complaint.

33. Defendant denies the allegations in paragraph 33 of the Amended Complaint.

34. Defendant denies the allegations in paragraph 34 of the Amended Complaint.

35. Defendant denies the allegations in paragraph 35 of the Amended Complaint.

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<sup>2</sup> The titles in this Answer appear for organizational purposes only as they appear in the Amended Complaint. To the extent Plaintiffs intend any of the titles, including the title set forth above, to be construed as factual allegations, each is denied.

36. Defendant denies the allegations in paragraph 36 of the Amended Complaint.
37. Defendant denies the allegations in paragraph 37 of the Amended Complaint.
38. Defendant denies the allegations in paragraph 38 of the Amended Complaint.
39. Defendant denies the allegations in paragraph 39 of the Amended Complaint.
40. Defendant denies the allegations in paragraph 40 of the Amended Complaint.
41. Defendant denies the allegations in paragraph 42 of the Amended Complaint.
42. Defendant denies the allegations in paragraph 41 of the Amended Complaint.

**II. MBA and All Star erect an elaborate sham to conceal the kickbacks and to later try to claim that the kickback payments were “co-marketing” protected by U.S.C. Section 2607(2).<sup>3</sup>**

43. Defendant denies the allegations in paragraph 43 of the Amended Complaint.
44. Defendant denies the allegations in paragraph 44 of the Amended Complaint.
45. Defendant denies the allegations in paragraph 45 of the Amended Complaint.
46. Defendant denies the allegations in paragraph 46 of the Amended Complaint.
47. Defendant denies the allegations in paragraph 47 of the Amended Complaint.
48. Defendant denies the allegations in paragraph 48 of the Amended Complaint.
49. Defendant denies the allegations in paragraph 49 of the Amended Complaint.
50. Defendant denies the allegations in paragraph 50 of the Amended Complaint.
51. Defendant denies the allegations in paragraph 51 of the Amended Complaint.
52. Defendant denies the allegations in paragraph 52 of the Amended Complaint.
53. In answer to the allegations in paragraph 53 of the Amended Complaint, Defendant denies that there was, and that it was part of, a Kickback Agreement and Scheme to Defraud with

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<sup>3</sup> Defendant incorporates by reference the contents of footnote 2, above and deny the allegations in this heading.

All Star. In further answering the allegations in the paragraph, Defendant states that it lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph.

54. In answer to the allegations in paragraph 54 of the Amended Complaint, Defendant denies that there was, and that it was part of, a Kickback Agreement and Scheme to Defraud with All Star. In further answering the allegations in the paragraph, Defendant states that it lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph.

55. Defendant denies the allegations in paragraph 55 of the Amended Complaint.

56. Defendant denies the allegations in paragraph 56 of the Amended Complaint.

57. Defendant denies the allegations in paragraph 57 of the Amended Complaint.

58. Defendant denies the allegations in paragraph 58 of the Amended Complaint.

59. Defendant denies the allegations in the first sentence of paragraph 59 of the Amended Complaint. In further answering the allegations in the paragraph, Defendant states that it lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

60. Defendant denies the allegations in paragraph 60 of the Amended Complaint.

61. Defendant denies the allegations in paragraph 61 of the Amended Complaint.

62. Defendant denies the allegations in paragraph 62 of the Amended Complaint.

63. Defendant denies the allegations in paragraph 63 of the Amended Complaint.

64. Defendant denies the allegations in paragraph 64 of the Amended Complaint.

**III. Early in the performance of the Kickback Agreement, MBA and All Star form an association in fact enterprise and execute a scheme to defraud borrowers into paying fraudulent title and settlement service charges, using the U.S. mail in furtherance of the scheme to defraud and committing more than 500,000 predicate acts over. 5 years.<sup>4</sup>**

65. Defendant denies the allegations in paragraph 65 of the Amended Complaint.

66. Defendant denies the allegations in paragraph 66 of the Amended Complaint.

67. Defendant denies the allegations in paragraph 67 of the Amended Complaint.

68. Defendant denies the allegations in paragraph 68 of the Amended Complaint.

69. Defendant denies the allegations in paragraph 69 of the Amended Complaint.

70. Defendant denies the allegations in paragraph 70 of the Amended Complaint.

71. Defendant denies the allegations in paragraph 71 of the Amended Complaint.

72. Defendant denies the allegations in paragraph 72 of the Amended Complaint.

73. Defendant denies the allegations in paragraph 73 of the Amended Complaint.

74. Defendant denies the allegations in paragraph 74 of the Amended Complaint.

75. Defendant denies the allegations in paragraph 75 of the Amended Complaint.

76. Defendant denies the allegations in paragraph 76 of the Amended Complaint.

77. Defendant denies the allegations in paragraph 77 of the Amended Complaint.

78. Defendant denies the allegations in paragraph 78 of the Amended Complaint.

79. Defendant denies the allegations in paragraph 79 of the Amended Complaint.

80. Defendant denies the allegations in paragraph 80 of the Amended Complaint.

81. Defendant denies the allegations in paragraph 81 of the Amended Complaint.

82. Defendant denies the allegations in paragraph 82 of the Amended Complaint.

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<sup>4</sup> Defendant incorporates by reference the contents of footnote 2, above and denies the allegations in this heading.

83. Defendant denies the allegations in paragraph 83 of the Amended Complaint.
84. Defendant denies the allegations in paragraph 84 of the Amended Complaint.
85. Defendant denies the allegations in paragraph 85 of the Amended Complaint.
86. Defendant denies the allegations in paragraph 86 of the Amended Complaint.
87. Defendant denies the allegations in paragraph 87 of the Amended Complaint.
88. Defendant denies the allegations in paragraph 88 of the Amended Complaint.
89. Defendant denies the allegations in paragraph 89 of the Amended Complaint.
90. Defendant denies the allegations in paragraph 90 of the Amended Complaint.
91. Defendant denies the allegations in paragraph 91 of the Amended Complaint.
92. Defendant denies the allegations in paragraph 92 of the Amended Complaint.
93. Defendant denies the allegations in paragraph 93 of the Amended Complaint.
94. Defendant denies the allegations in paragraph 94 of the Amended Complaint.
95. Defendant denies the allegations in paragraph 95 of the Amended Complaint.
96. Defendant denies the allegations in paragraph 96 of the Amended Complaint.
97. Defendant denies the allegations in paragraph 97 of the Amended Complaint.
98. Defendant denies the allegations in paragraph 98 of the Amended Complaint.
99. Defendant denies the allegations in paragraph 99 of the Amended Complaint.
100. Defendant denies the allegations in paragraph 100 of the Amended Complaint.

**IV. Through the Kickback Agreement and Scheme to Defraud, MBA causes Plaintiffs and the Alleged Class concrete and individualized harm.<sup>5</sup>**

101. Defendant denies the allegations in paragraph 101 of the Amended Complaint.

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<sup>5</sup> Defendant incorporates by reference the contents of footnote 2, above and denies the allegations in this heading.



**FACTUAL ALLEGATIONS RELATED TO  
THE INDIVIDUAL CLASS REPRESENTATIVES**

102. Defendant denies the allegations in paragraph 102 of the Amended Complaint.

**I. The Remsnyder Plaintiffs' Loan**

103. The allegations in paragraph 103 of the Amended Complaint are admitted.

104. Defendant denies the allegations in paragraph 104 of the Amended Complaint.

105. Defendant denies the allegations in paragraph 105 of the Amended Complaint.

106. Defendant denies the allegations in paragraph 106 of the Amended Complaint.

107. Defendant denies the allegations in paragraph 107 of the Amended Complaint.

108. Defendant denies the allegations in paragraph 108 of the Amended Complaint.

109. Defendant denies the allegations in paragraph 109 of the Amended Complaint.

**II. Lucy Strausbaugh's Loan**

110. In answer to paragraph 110 of the Amended Complaint, Defendant denies that Stephanie Morton was the loan officer. The remaining allegations in paragraph 110 of the Amended Complaint are admitted.

111. Defendant denies the allegations in paragraph 111 of the Amended Complaint.

112. Defendant denies the allegations in paragraph 112 of the Amended Complaint.

113. Defendant denies the allegations in paragraph 113 of the Amended Complaint.

114. Defendant denies the allegations in paragraph 114 of the Amended Complaint.

115. Defendant denies the allegations in paragraph 115 of the Amended Complaint.

116. Defendant denies the allegations in paragraph 116 of the Amended Complaint.

**III. The Miller Plaintiffs' Loan**

117. The allegations in paragraph 117 of the Amended Complaint are admitted.

118. Defendant denies the allegations in paragraph 118 of the Amended Complaint.

119. Defendant denies the allegations in paragraph 119 of the Amended Complaint.

120. Defendant denies the allegations in paragraph 120 of the Amended Complaint.

121. Defendant denies the allegations in paragraph 121 of the Amended Complaint.

122. Defendant denies the allegations in paragraph 122 of the Amended Complaint.

123. Defendant denies the allegations in paragraph 123 of the Amended Complaint.

**IV. Bonnie Vaughn's Loan**

124. The allegations in paragraph 124 of the Amended Complaint are admitted.

125. Defendant denies the allegations in paragraph 125 of the Amended Complaint.

126. Defendant denies the allegations in paragraph 126 of the Amended Complaint.

127. Defendant denies the allegations in paragraph 127 of the Amended Complaint.

128. Defendant denies the allegations in paragraph 128 of the Amended Complaint.

129. Defendant denies the allegations in paragraph 129 of the Amended Complaint.

130. Defendant denies the allegations in paragraph 130 of the Amended Complaint.

**V. The Leech Plaintiffs' Loan**

131. The allegations in paragraph 131 of the Amended Complaint are admitted.

132. Defendant denies the allegations in paragraph 132 of the Amended Complaint.

133. Defendant denies the allegations in paragraph 133 of the Amended Complaint.

134. Defendant denies the allegations in paragraph 134 of the Amended Complaint.

135. Defendant denies the allegations in paragraph 135 of the Amended Complaint.

136. Defendant denies the allegations in paragraph 136 of the Amended Complaint.

137. Defendant denies the allegations in paragraph 137 of the Amended Complaint.

**VI. Ellen Geiling's Loan**

138. The allegations in paragraph 138 of the Amended Complaint are admitted.

139. Defendant denies the allegations in paragraph 139 of the Amended Complaint.

140. Defendant denies the allegations in paragraph 140 of the Amended Complaint.

141. Defendant denies the allegations in paragraph 141 of the Amended Complaint.

142. Defendant denies the allegations in paragraph 142 of the Amended Complaint.

143. Defendant denies the allegations in paragraph 143 of the Amended Complaint.

144. Defendant denies the allegations in paragraph 144 of the Amended Complaint.

#### **VII. The Doederlein Plaintiffs' Loan**

145. The allegations in paragraph 145 of the Amended Complaint are admitted.

146. Defendant denies the allegations in paragraph 146 of the Amended Complaint.

147. Defendant denies the allegations in paragraph 147 of the Amended Complaint.

148. Defendant denies the allegations in paragraph 148 of the Amended Complaint.

149. Defendant denies the allegations in paragraph 149 of the Amended Complaint.

150. Defendant denies the allegations in paragraph 150 of the Amended Complaint.

151. Defendant denies the allegations in paragraph 151 of the Amended Complaint.

#### **VIII. Randall Taylor's Loan**

152. The allegations in paragraph 152 of the Amended Complaint are admitted.

153. Defendant denies the allegations in paragraph 153 of the Amended Complaint.

154. Defendant denies the allegations in paragraph 154 of the Amended Complaint.

155. Defendant denies the allegations in paragraph 155 of the Amended Complaint.

156. Defendant denies the allegations in paragraph 156 of the Amended Complaint.

157. Defendant denies the allegations in paragraph 157 of the Amended Complaint.

158. Defendant denies the allegations in paragraph 158 of the Amended Complaint.

**IX. The Barth Plaintiffs' Loan**

- 159. The allegations in paragraph 159 of the Amended Complaint are admitted.
- 160. Defendant denies the allegations in paragraph 160 of the Amended Complaint.
- 161. Defendant denies the allegations in paragraph 161 of the Amended Complaint.
- 162. Defendant denies the allegations in paragraph 162 of the Amended Complaint.
- 163. Defendant denies the allegations in paragraph 163 of the Amended Complaint.
- 164. Defendant denies the allegations in paragraph 164 of the Amended Complaint.
- 165. Defendant denies the allegations in paragraph 165 of the Amended Complaint.

**FACTUAL ALLEGATIONS RELATING TO LIMITATIONS**

**I. MBA and All Star fraudulently conceal the kickbacks, Kickback Agreement and Scheme to Defraud.**

- 166. Defendant denies the allegations in paragraph 166 of the Amended Complaint.

**A. All Star and MBA launder kickbacks through third-party marketing companies and use sham invoice and payment records**

- 167. Defendant denies the allegations in paragraph 167 of the Amended Complaint.
- 168. Defendant denies the allegations in paragraph 168 of the Amended Complaint.
- 169. Defendant denies the allegations in paragraph 169 of the Amended Complaint.

**B. MBA and All Star's fraudulent marketing representations**

- 170. Defendant denies the allegations in paragraph 170 of the Amended Complaint.

171. In answer to paragraph 171 of the Amended Complaint, Defendant admits that in Exhibits 139-140 the words "competitive pricing," "experienced team of real estate professionals," and "number one choice of MBA Mortgage Services, Inc. clients" appear. Defendant denies the interpretation Plaintiffs ascribe to the language and denies that MBA made false representations or statements and denies that it deceived any potential customer or borrower.

172. Defendant denies the allegations in paragraph 172 of the Amended Complaint and further states that Defendant made no false representations and did not engage in any of the false and/or fraudulent conduct as alleged in the paragraph.

173. Defendant denies the allegations in paragraph 173 of the Amended Complaint.

**C. MBA and All Star's false allocation of fees and APR manipulation**

174. The allegations in paragraph 174 regarding the Truth in Lending Act ("TILA") are statements and/or conclusions of law for which no answer is required. To the extent, however, the paragraph is interpreted as containing factual allegations, the allegations in the paragraph directed at this Defendant are denied. In further answering, Defendant did not violate TILA and/or act in a manner which was contrary to TILA.

175. The allegations in paragraph 175 regarding the Truth in Lending Act ("TILA") are statements and/or conclusions of law for which no answer is required. To the extent, however, the paragraph is interpreted as containing factual allegations, the allegations in the paragraph directed at this Defendant are denied. In further answering, Defendant did not violate TILA and/or act in a manner which was contrary to TILA.

176. Defendant denies the allegations in paragraph 176 of the Amended Complaint.

177. The allegations in paragraph 177 regarding the Truth in Lending Act ("TILA") are statements and/or conclusions of law for which no answer is required. To the extent, however, the paragraph is interpreted as containing factual allegations, the allegations in the paragraph directed at this Defendant are denied. In further answering, Defendant did not violate TILA and/or act in a manner which was contrary to TILA.

178. In answer to paragraph 178 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it. In further answering the paragraph, Defendant

lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations directed at entities and/or persons other than MBA.

179. Defendant denies the allegations in paragraph 179 of the Amended Complaint.

180. In answer to paragraph 180 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

181. In answer to paragraph 181 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

182. In answer to paragraph 182 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

183. In answer to paragraph 183 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated

TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

184. In answer to paragraph 184 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

185. In answer to paragraph 185 of the Amended Complaint, Defendant denies the allegations in the paragraph which are directed at it, including, but not limited to that it violated TILA or engaged in any wrongful or misrepresentation of allocation of fees and charges. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations directed at All Star, except to say that MBA did not engage in any improper conduct with All Star, including, but not limited to as alleged by Plaintiffs.

186. Defendant denies the allegations in paragraph 186 of the Amended Complaint.

**D. False representations in MBA borrowers' loan documents**

187. Defendant denies the allegations in paragraph 187 of the Amended Complaint.

188. The allegations in paragraph 188 of the Amended Complaint are statements and/or conclusions of law to which no answer is required. To the extent that the paragraph is interpreted as containing factual allegations against this Defendant, the allegations are denied.

189. The allegations in paragraph 189 of the Amended Complaint are statements and/or conclusions of law to which no answer is required. To the extent that the paragraph is interpreted as containing factual allegations against this Defendant, the allegations are denied.

190. Defendant denies the allegations in paragraph 190 of the Amended Complaint.

191. Defendant denies the allegations in paragraph 191 of the Amended Complaint

192. The allegations in paragraph 192 of the Amended Complaint are statements and/or conclusions of law to which no answer is required. To the extent that the paragraph is interpreted as containing factual allegations against this Defendant, the allegations are denied.

193. The allegations in paragraph 193 of the Amended Complaint are statements and/or conclusions of law to which no answer is required. To the extent that the paragraph is interpreted as containing factual allegations against this Defendant, the allegations are denied.

194. Defendant denies the allegations in paragraph 194 of the Amended Complaint.

195. Defendant denies the allegations in paragraph 195 of the Amended Complaint.

196. Defendant denies the allegations of paragraph 196 of the Amended Complaint.

197. Defendant denies the allegations in paragraph 197 of the Amended Complaint.

198. Defendant denies the allegations in paragraph 198 of the Amended Complaint.

## **II. Plaintiffs' Reasonable Diligence**

199. Defendant denies the allegations in paragraph 199 of the Amended Complaint.

200. Defendant denies the allegations in paragraph 200 of the Amended Complaint.

### **A. Remsnyders' Reasonable Diligence**

201. In answer to paragraph 201 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated



business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

202. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 202 of the Amended Complaint.

203. The allegations in the first clause of paragraph 203 of the Amended Complaint to the word “and” are admitted. Defendant lacks sufficient knowledge or information to form a belief about the remaining allegations in the paragraph.

204. In answer to paragraph 204 of the Amended Complaint, Defendant admits that MBA generally prepares a Good Faith Estimate and that when it prepares such a statement contains accurate information and that if it prepared a Good Faith Statement as alleged in the paragraph that it accurately contained the information generally included in such Statements. The remaining allegations set forth in the paragraph are denied.

205. Defendant denies the allegations in paragraph 205 of the Amended Complaint that are directed at it, including but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

206. In answer to paragraph 206 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful or illegal conduct.

207. Defendant denies the allegations in paragraph 207 of the Amended Complaint.

208. Defendant denies the allegations in paragraph 208 of the Amended Complaint

209. In answer to paragraph 209 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

210. In answer to paragraph 210 of the Amended Complaint, Defendant admits that borrowers are typically required to be in attendance at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph. The remaining allegations in the paragraph are denied.

211. In answer to paragraph 211 of the Amended Complaint, Defendant admits that at the closing of a loan, the borrower typically receives some documents, including a Settlement Statement. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph. The remaining allegations in the paragraph are denied.

212. In answer to paragraph 212 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

213. In answer to paragraph 213 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

214. Defendant denies the allegations in paragraph 214 of the Amended Complaint.

215. Defendant denies the allegations in paragraph 215 of the Amended Complaint.

216. In answer to paragraph 216 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

217. In answer to paragraph 217 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful or illegal conduct. The remaining allegations in the paragraph are denied.

218. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 218 of the Amended Complaint, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

219. In answer to paragraph 219 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

220. Defendant denies the allegations in paragraph 220 of the Amended Complaint.

**B. Lucy Strausbaugh's Reasonable Diligence**

221. In answer to paragraph 221 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

222. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 222 of the Amended Complaint.

223. The allegations in the first clause of paragraph 223 of the Amended Complaint to the word “and” are admitted. Defendant lacks sufficient knowledge or information to form a belief about the remaining allegations in the paragraph.

224. In answer to paragraph 224 of the Amended Complaint, Defendant admits that MBA prepared Good Faith Estimate statements in connection with loans, but lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations set forth in the paragraph.

225. In answer to paragraph 225 of the Amended Complaint, Defendant states and denies that it engaged in any improper conduct or conduct contrary to law. Defendant denies the allegations in paragraph 225 of the Amended Complaint.

226. In answer to paragraph 226 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful conduct or any conduct contrary to law. The remaining allegations in the paragraph are denied.

227. Defendant denies the allegations in paragraph 227 of the Amended Complaint directed at it.

228. Defendant denies the allegations in paragraph 228 of the Amended Complaint

229. In answer to paragraph 229 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

230. In answer to paragraph 230 of the Amended Complaint, Defendant admits that borrowers are typically required to be in attendance at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph. The remaining allegations in the paragraph are denied.

231. In answer to paragraph 231 of the Amended Complaint, Defendant admits that at the closing of a loan, the borrower typically receives some documents, including a Settlement Statement. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph. The remaining allegations in the paragraph are denied.

232. In answer to paragraph 232 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

233. In answer to paragraph 233 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

234. Defendant denies the allegations in paragraph 234 of the Amended Complaint directed at it and further states that it did not engaged in any wrongful conduct or conduct contrary to law.

235. Defendant denies the allegations in paragraph 235 of the Amended Complaint directed at it and further states that it did not engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph regarding what she received at closing. The remaining allegations in the paragraph are denied.

236. Defendant denies the allegations in paragraph 236 of the Amended Complaint directed at it and further states that it did not engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information

to form a belief about the truth of the allegations in the paragraph regarding what she received at closing. The remaining allegations in the paragraph are denied.

237. Defendant denies the allegations in paragraph 237 of the Amended Complaint directed at it and further states that it did not engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

238. Defendant denies the allegations in paragraph 238 of the Amended Complaint directed at it and further states that it did not engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant states that Plaintiff has admitted that she received a letter from her counsel soliciting her to engage in litigation against this Defendant. The remaining allegations in the paragraph are denied.

239. In answer to paragraph 239 of the Amended Complaint, Defendant lacks sufficient knowledge or information to forma belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

240. Defendant denies the allegations in paragraph 240 of the Amended Complaint.

**C. The Miller Plaintiffs' Reasonable Diligence**

241. In answer to paragraph 241 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

242. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 242 of the Amended Complaint.

243. The allegations in the first clause of paragraph 243 of the Amended Complaint to the word “and” are admitted. Defendant lacks sufficient knowledge or information to form a belief about the remaining allegations in the paragraph.

244. In answer to paragraph 244 of the Amended Complaint, Defendant admits that MBA prepared Good Faith Estimates in connection with loans. The remaining allegations set forth in the paragraph are denied.

245. Defendant denies the allegations in paragraph 245 of the Amended Complaint.

246. In answer to paragraph 246 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful conduct or conduct contrary to law.

247. Defendant denies the allegations in paragraph 247 of the Amended Complaint.

248. In answer to paragraph 248 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

249. In answer to paragraph 249 of the Amended Complaint, Defendant admits that borrowers are typically required to be in attendance at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph. The remaining allegations in the paragraph are denied.

250. In answer to paragraph 250 of the Amended Complaint, Defendant admits that at the closing of a loan, the borrower typically receives some documents, including a Settlement Statement. In further answering the paragraph, Defendant lacks sufficient knowledge or

information to form a belief about the truth of the allegations in the paragraph. The remaining allegations in the paragraph are denied.

251. In answer to paragraph 251 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

252. In answer to paragraph 252 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

253. In answer to paragraph 253 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

254. Defendant denies the allegations in paragraph 254 of the Amended Complaint.

255. In answer to paragraph 255 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.



256. In answer to paragraph 256 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

257. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 257 of the Amended Complaint, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

258. In answer to paragraph 258 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

259. Defendant denies the allegations in paragraph 259 of the Amended Complaint.

**D. Bonnie Vaughn's Reasonable Diligence**

260. In answer to paragraph 260 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

261. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 261 of the Amended Complaint.

262. The allegations in the first clause of paragraph 262 of the Amended Complaint to the word “and” are admitted. Defendant lacks sufficient knowledge or information to form a belief about the remaining allegations in the paragraph.

263. In answer to paragraph 263 of the Amended Complaint, Defendant admits that MBA prepared Good Faith Estimates in connection with loans. Defendant lacks sufficient knowledge or information to form a belief about the specific pre-closing documents which Plaintiff received. The remaining allegations set forth in the paragraph are denied.

264. Defendant denies the allegations in paragraph 264 of the Amended Complaint.

265. In answer to paragraph 265 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful conduct or conduct contrary to law.

266. Defendant denies the allegations in paragraph 266 of the Amended Complaint.

267. In answer to paragraph 267 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

268. In answer to paragraph 268 of the Amended Complaint, Defendant admits that borrowers are typically required to be in attendance at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations that Plaintiff acted diligently, attended and fully participated in the closing of the loan and reviewed all documents with All Star’s representative. The remaining allegations in the paragraph are denied.

269. In answer to paragraph 269 of the Amended Complaint, Defendant admits that at the closing of a loan, the borrower typically receives some documents, including a Settlement Statement. In further answering the paragraph, Defendant lacks sufficient knowledge or

information to form a belief about the truth of the allegations in the paragraph regarding what documents All Star presented to Plaintiff at closing and what Plaintiff reviewed and signed.

270. In answer to paragraph 270 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

271. In answer to paragraph 271 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

272. In answer to paragraph 272 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

273. In answer to paragraph 273 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

274. In answer to paragraph 274 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

275. In answer to paragraph 275 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

276. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 276 of the Amended Complaint, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

277. In answer to paragraph 277 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

278. Defendant denies the allegations in paragraph 278 of the Amended Complaint.

**E. The Leech Plaintiffs' Reasonable Diligence**

279. In answer to paragraph 279 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

280. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 280 of the Amended Complaint.

281. The allegations in the first clause of paragraph 281 of the Amended Complaint to the word “and” are admitted. Defendant admits that it generally prepares A Good Faith Estimate. The remaining allegations in the paragraph are denied.

282. Defendant denies the allegations in paragraph 282 of the Amended Complaint.

283. Defendant denies the allegations in paragraph 283 of the Amended Complaint.

284. In answer to paragraph 284 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

285. Defendant denies the allegations in paragraph 285 of the Amended Complaint.

286. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the first and last sentence of paragraph 286 of the Amended Complaint. In further answering the Amended Complaint, Defendant admits that generally borrowers participate in closing. The remaining allegations in the paragraph are denied.

287. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 287 of the Amended Complaint as to what Plaintiff received from All Star at closing and what Plaintiffs reviewed and signed. The remaining allegations in the paragraph are denied.

288. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 288 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

289. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 289 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

290. In answer to paragraph 290 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

291. In answer to paragraph 291 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. In further answering the paragraph, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations regarding what the Plaintiff received at closing. The remaining allegations in the paragraph are denied.

292. In answer to paragraph 292 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

293. In answer to paragraph 293 of the Amended Complaint, Defendant denies the allegations directed at it including, but not limited to any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

294. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 294 of the Amended Complaint except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

295. In answer to paragraph 295 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

296. Defendant denies the allegations in paragraph 296 of the Amended Complaint.

**F. Ellen Geiling's Reasonable Diligence**

297. In answer to paragraph 297 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

298. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 298 of the Amended Complaint.

299. The allegations in the first clause of paragraph 299 of the Amended Complaint to the word "and" are admitted. Defendant admits that it generally prepares a Good Faith Estimate. The remaining allegations in the paragraph are denied.

300. Defendant denies the allegations in paragraph 300 of the Amended Complaint.

301. Defendant denies the allegations in paragraph 301 of the Amended Complaint.

302. In answer to paragraph 302 of the Amended Complaint, Defendant denies the allegations directed at it, including any allegation that it engaged in any wrongful conduct or conduct contrary to law. The remaining allegations in the paragraph are denied.

303. Defendant denies the allegations in paragraph 303 of the Amended Complaint.

304. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the first and last sentence of paragraph 304 of the Amended Complaint. In further answering the Amended Complaint, Defendant admits that generally borrowers participate in closing. The remaining allegations in the paragraph are denied.

305. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 305 of the Amended Complaint as to what Plaintiff received from All Star at closing and what Plaintiffs reviewed and signed. The remaining allegations in the paragraph are denied.

306. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 306 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

307. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 307 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

308. Defendant denies the allegations in paragraph 308 of the Amended Complaint.

309. Defendant denies the allegations in paragraph 309 of the Amended Complaint.

310. Defendant denies the allegations in paragraph 310 of the Amended Complaint.

311. Defendant denies the allegations in paragraph 311 of the Amended Complaint.

312. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 312 of the Amended Complaint except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.



313. In answer to paragraph 313 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

314. Defendant denies the allegations in paragraph 314 of the Amended Complaint.

**G. The Doederlein Plaintiffs' Reasonable Diligence**

315. In answer to paragraph 315 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

316. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 316 of the Amended Complaint.

317. The allegations in the first clause of paragraph 317 of the Amended Complaint to the word "and" are admitted. Defendant admits that Plaintiffs reviewed the loan documents.

318. In answer to the allegations in paragraph 318 of the Amended Complaint Defendant admits that it generally prepared a Good Faith Estimate. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

319. Defendant denies the allegations in paragraph 319 of the Amended Complaint.

320. Defendant denies the allegations in paragraph 320 of the Amended Complaint.

321. In answer to paragraph 321 Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph.

322. Defendant denies the allegations in paragraph 322 of the Amended Complaint.

323. Defendant denies the allegations in paragraph 323 of the Amended Complaint.

324. Defendant denies the allegations in paragraph 324 of the Amended Complaint.

325. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the first and last sentence of paragraph 325 of the Amended Complaint. In further answering the Amended Complaint, Defendant admits that generally borrowers participate in closing. The remaining allegations in the paragraph are denied.

326. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 326 of the Amended Complaint.

327. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 327 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

328. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 328 of the Amended Complaint as to what Plaintiff received from All Star at closing. The remaining allegations in the paragraph are denied.

329. Defendant denies the allegations in paragraph 329 of the Amended Complaint.

330. Defendant denies the allegations in paragraph 330 of the Amended Complaint.

331. Defendant denies the allegations in paragraph 331 of the Amended Complaint.

332. Defendant denies the allegations in paragraph 332 of the Amended Complaint.

333. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 333 of the Amended Complaint except to say that Plaintiffs have

admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

334. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 334 of the Amended Complaint except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

335. Defendant denies the allegations in paragraph 335 of the Amended Complaint.

**H. Randall Taylor's Reasonable Diligence**

336. In answer to paragraph 336 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

337. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 337 of the Amended Complaint.

338. The allegations in the first clause of paragraph 338 of the Amended Complaint to the word "and" are admitted. Defendant lacks sufficient knowledge or information to form a belief about the remaining allegations in the paragraph.

339. In answer to paragraph 339 of the Amended Complaint, Defendant admits that MBA prepared a Good Faith Estimate, but lacks sufficient knowledge or information to form a

belief about the truth of the remaining allegations set forth in the paragraph except to say that it denies that it engaged in any wrongful conduct or conduct contrary to law.

340. Defendant denies the allegations in paragraph 340 of the Amended Complaint.

341. Defendant denies the allegations in paragraph 341 of the Amended Complaint.

342. Defendant denies the allegations in paragraph 342 of the Amended Complaint.

343. Defendant denies the allegations in paragraph 343 of the Amended Complaint.

344. In answer to paragraph 344 of the Amended Complaint, Defendant admits that borrowers typically attend at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

345. In answer to paragraph 345 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph. The remaining allegations in the paragraph are denied.

346. In answer to paragraph 346 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph regarding what documents Plaintiff received at closing. The remaining allegations in the paragraph are denied.

347. In answer to paragraph 347 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph regarding what documents Plaintiff received at closing. The remaining allegations in the paragraph are denied.

348. Defendant denies the allegations in paragraph 348 of the Amended Complaint.

349. Defendant denies the allegations in paragraph 349 of the Amended Complaint.

350. Defendant denies the allegations in paragraph 350 of the Amended Complaint.

351. Defendant denies the allegations in paragraph 351 of the Amended Complaint.

352. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 352 of the Amended Complaint, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

353. In answer to paragraph 353 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

354. Defendant denies the allegations in paragraph 354 of the Amended Complaint.

**I. The Barth Plaintiffs' Reasonable Diligence**

355. In answer to paragraph 355 of the Amended Complaint, Defendant denies that there were illegal kickbacks, the exchange of anything of value between MBA and All Star, a kickback agreement or scheme to defraud, fraudulent charges for title and settlement services, a coordinated business relationship under an alleged Kickback Agreement and Scheme to Defraud or that this defendant engaged in any wrongful conduct or conduct that was contrary to law. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

356. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 356 of the Amended Complaint.

357. The allegations in the first clause of paragraph 357 of the Amended Complaint to the word "and" are admitted. Defendant admits that it generally prepares a Good Faith Estimate. Defendant lacks sufficient knowledge or information to form a belief about the truth of the

allegations in the paragraph regarding what Plaintiffs reviewed. The remaining allegations in the paragraph are denied.

358. Defendant denies the allegations in paragraph 358 of the Amended Complaint.

359. Defendant denies the allegations in paragraph 359 of the Amended Complaint.

360. Defendant denies the allegations in paragraph 360 of the Amended Complaint.

361. Defendant denies the allegations in paragraph 361 of the Amended Complaint.

362. In answer to paragraph 362 of the Amended Complaint, Defendant admits that borrowers typically attend at closings of their loans. Defendant lacks sufficient knowledge or information to form a belief about the truth of the remaining allegations in the paragraph.

363. In answer to paragraph 363 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph.

364. Defendant denies the allegations in paragraph 364 of the Amended Complaint.

365. In answer to paragraph 365 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph regarding what documents Plaintiff received at closing. The remaining allegations in the paragraph are denied.

366. In answer to paragraph 366 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph regarding what documents Plaintiff received at closing. The remaining allegations in the paragraph are denied.

367. Defendant denies the allegations in paragraph 367 of the Amended Complaint.

368. Defendant denies the allegations in paragraph 368 of the Amended Complaint.

369. Defendant denies the allegations in paragraph 369 of the Amended Complaint.

370. Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in paragraph 370 of the Amended Complaint, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

371. In answer to paragraph 371 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph, except to say that Plaintiffs have admitted that they received a solicitation from counsel which subsequently resulted in their filing the instant case.

372. Defendant denies the allegations in paragraph 372 of the Amended Complaint.

### **III. Accrual And Tolling Of Limitations**

373. Defendant denies the allegations in paragraph 373 of the Amended Complaint.

374. Defendant denies the allegations in paragraph 374 of the Amended Complaint.

375. The allegations in the first sentence of paragraph 375 are statements or conclusions of law for which no answer is required. To the extent, however, that the allegations in the sentence are interpreted to be factual and require an answer, the allegations are denied. The remaining allegations in the paragraph are denied.

376. The allegations in paragraph 376 of the Amended Complaint are denied.

377. The allegations in paragraph 377 of the Amended Complaint are denied.

378. The allegations in paragraph 378 of the Amended Complaint are denied.

**COUNT I**  
**Violation of the Real Estate Settlement Procedures Act (“RESPA”)**  
**12 U.S.C. § 2607(a)**

379. In answer to paragraph 379 of the Amended Complaint, Defendant adopts and incorporates by reference its answers to each of the preceding paragraphs, paragraphs 1 through 378, as if fully restated herein.

380. In answer to paragraph 380 of the Amended Complaint, the allegations are statements and/or conclusions of law for which no answer is required. In further answering the paragraph, should the allegations be interpreted to be factual and require an answer, the allegations are denied.

381. The allegations in paragraph 381 of the Amended Complaint are denied, none of the conduct alleged by the Plaintiffs was improper or contrary to applicable law.

382. The allegations in paragraph 382 of the Amended Complaint are denied.

383. The allegations in paragraph 383 of the Amended Complaint are denied.

384. The allegations in paragraph 384 of the Amended Complaint are denied.

385. The allegations in paragraph 385 of the Amended Complaint are denied.

386. The allegations in paragraph 386 of the Amended Complaint are denied.

387. In answer to paragraph 387 of the Amended Complaint, the allegations set forth therein are statements or conclusions of law for which no answer is required. To the extent, however, that the allegations in the paragraph are interpreted to be factual and require an answer, Defendant denies all of the allegations and further denies that this case is appropriate for and/or should be treated under Federal Rule of Civil Procedure 23 and denies that it violated 12 U.S.C. § 2607(a).



388. The allegations in paragraph 388 of the Amended Complaint and its subparts are denied.

389. The allegations in paragraph 389 of the Amended Complaint are denied.

390. The allegations in paragraph 390 of the Amended Complaint are denied.

391. The allegations in paragraph 391 of the Amended Complaint are denied.

392. In answer to paragraph 392 of the Amended Complaint, Defendant lacks sufficient knowledge or information to form a belief about the truth of the allegations in the paragraph.

393. The allegations in paragraph 393 of the Amended Complaint are denied.

394. The allegations in paragraph 394 of the Amended Complaint are denied.

395. The allegations in paragraph 395 of the Amended Complaint are denied.

396. The allegations in paragraph 396 of the Amended Complaint are denied.

397. The allegations in paragraph 397 of the Amended Complaint are denied.

**COUNT II**  
**Violation of the Racketeering Influenced and Corrupt Organization Act (“RICO”)**  
**18 U.S.C. § 1962**

Defendant has filed a Motion to Dismiss Count II of the Amended Complaint which is currently pending. Whether or not Defendant will have to file an answer to this Count will depend upon the Court’s decision on the Motion to Dismiss. Accordingly, Defendant has not answered paragraphs 399 through 415 in this Answer.

**FIRST AFFIRMATIVE DEFENSE**

The Amended Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs’ claims are barred in whole or in part by the applicable Statute of Limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred in whole or in part by the Doctrine of Laches.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred in whole or in part by the Doctrine of Waiver.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred in whole or in part because of the absence of damages incurred by the individual Plaintiffs.

**SIXTH AFFIRMATIVE DEFENSE**

Defendants did not engage in a wrongful or illegal conduct, including, but not limited to, did not engage in violations of RESPA, the Sherman Act and RICO.

**SEVENTH AFFIRMATIVE DEFENSE**

Defendant was not engaged and was not a participant in a Kickback Agreement or a Scheme to Defraud and did not receive any kickbacks.

**EIGHTH AFFIRMATIVE DEFENSE**

This case is not appropriate for treatment under Federal Rule of Civil Procedure 23, or any other rule or statute, as a class action.

**NINTH AFFIRMATIVE DEFENSE**

Defendant's conduct, as alleged in the Amended Complaint, falls within RESPA's Section 8(c) safe harbor.

WHEREFORE, having fully Answered Count I of the Amended Complaint, and all claims and causes of action contained therein, Defendant MBA Mortgage Services, Inc. requests that the Count, claims and causes of action in the Count in the Amended Complaint be denied and

dismissed and that MBA Mortgage Services, Inc. be awarded reasonable attorney's fees and expenses and the costs of this action and such other and further relief as the Court deems proper.

Respectfully submitted,

/s/ Steven A. Allen

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*Counsel for Defendant*

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 2nd day of November, 2020, a copy of the foregoing was served by electronic filing and by certified mail, return receipt requested, postage prepaid, to:

Timothy F. Maloney, Esquire  
Veronica B. Nannis, Esquire  
Megan A. Benevento, Esquire  
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*Counsel for Plaintiffs*

/s/ Steven A. Allen

Steven A. Allen