

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA,

CASE NO.:502017CA003860XXXXMBAG

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR SG
MORTGAGE SECURITIES TRUST 2005 OPTI
ASSET-BACKED CERTIFICATE SERIES 2005,

Plaintiff/Counter-Defendant,

vs.

MONIQUE L'ITALIEN, and STEFANIE L'ITALIEN,
etc., et. ux., et al.,

Defendants/Plaintiffs-in-Counterclaim

vs.

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR SG
MORTGAGE SECURITIES TRUST 2005 OPTI
ASSET-BACKED CERTIFICATE SERIES
2005, and OCWEN LOAN SERVICING, LLC.,

Defendants-in-Counterclaim

_____ /

MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

Monique L'Italien, as class representative, and the Class Plaintiffs (who, with Monique L'Italien, are referred to hereinafter as "Class Plaintiffs") respectively ask the Court to preliminarily approve the settlement of the class action counterclaim asserted by Class Plaintiffs against Counterclaim Defendant HSBC Bank USA, National Association as Trustee for SG Mortgage Securities Trust 2005 OPTI Asset-Backed Securities Trust 2005-OPTI ("HSBC"), and Counterclaim Defendant PHH Mortgage Corporation, as successor by merger to Ocwen Loan

Servicing, LLC (“Ocwen” and collectively with HSBC, “Counterclaim Defendants”), and to set a hearing for final approval of the settlement in the next 30-60 days. As grounds for this motion, the Class Plaintiffs state:

1. This is a class action counterclaim alleging that the Counterclaim Defendants improperly charged and attempted to collect from the Class Plaintiffs, improper and illegitimate charges through the mortgage account statements (“MAS”), in violation of the Florida Consumer Collection Practices Act (FCCPA) and the Florida Unfair and Deceptive Trade Practices Act (FDUPTA), and in breach of the mortgage contracts. The Counterclaim Defendants deny these allegations and raise numerous affirmative defenses.

2. The Court certified the class on September 30, 2024 (D.E. 1178), and the Court’s Order was affirmed by the Fourth District Court of Appeal on May 15, 2025.

3. On August 8, 2025, the parties settled all pending issues of the class action counterclaim, including attorney fees and costs, at mediation.

4. The terms of the settlement include the following:

a. Counterclaim Defendants will pay Class Plaintiffs statutory and actual damages in the amount of \$1,200,000. As to those Class Members whose foreclosure cases have reached a final outcome or disposition or have otherwise resolved their case, the damages shall be allocated as follows:

1. **Property Maintenance Class:** Each member of this Class shall receive statutory damages in the amount of \$250 for a total of \$36,750.00.

2. **Service of Process Class:** Each member of this class shall receive damages in the amount of \$65.00 for a total of \$769,405.00

3. Attorney Fee Class: Each member of this Class shall receive \$14.14 for a total of \$383,845.00

b. For those class members with a mortgage loan that is the subject of an active foreclosure case (“Active Loans”), Counterclaim Defendants shall reduce the balance of each such class members’ account in accordance with the three classes outlined above. Counterclaim Defendants will notify the class member that the specific amount(s) of the account balance has been reduced pursuant to this Class Action Settlement Agreement and will provide a copy to Class Counsel and the Class Administrator.

c. Separately, Counterclaim Defendants will pay Class Counsel’s attorney fees and costs in the amount of \$1,990,000. Therefore, the Class Plaintiffs damages will not be reduced to pay attorneys’ fees and costs. Class Counsel significantly reduced their lodestar to achieve this complete settlement.

d. Counterclaim Defendants will pay \$10,000 to Monique L’Italien for her services as Class Representative, which included two depositions, attendance and testifying at the five-day class certification hearing, attending the all-day mediation, and always being available to consult with Class Counsel on behalf of the class.

e. Counterclaim Defendants will be responsible for all administrative costs incurred by the Class Administrator going forward in relation to sending out the notice of the settlement to the class and processing and distributing the damages to the appropriate members of the class. Counterclaim Defendants have agreed to assist in identifying the class members who are entitled to class damages.

5. This class action counterclaim has been in litigation since 2018 and involved complex legal claims and defenses. The Counterclaim Defendants filed motions to dismiss and for summary judgment that were denied. The class certification order included four separate classes contesting four separate charges, and the class certification order was affirmed on appeal. However there have been no definitive rulings determining that the Counterclaim Defendants were liable on any of Class Plaintiffs' claims. Over the last seven years, no attorneys' fees or costs have been paid to Class Counsel. Class Counsel, on behalf of the class, believe they have achieved a favorable outcome given the amount of damages allowed under Florida law. Class Counsel will continue to have responsibilities including overseeing notice of the settlement to the class and distribution of funds to class members. Class Counsel will not be seeking any additional fees for these services.

6. If the Court preliminarily approves the settlement, the Court will need to set a hearing within the next 30-60 days for final approval of the settlement. During this time, a class notice of settlement will be sent to class members who will be given the opportunity to object to the settlement. The parties recommend that the Court require any objection be filed no later than 15 days before the date set for the final approval of settlement hearing, and served on Class Counsel, Louis M. Silber c/o Silber & Davis at 501 S. Flagler Drive, Suite 306, West Palm Beach, Fla. 33401, email: lsilber@silberdavis.com and Counsel for Counterclaim Defendants, Thomas Kidera c/o Orrick, Herrington, and Sutcliffe, L.L.P., 51 West 52nd Street, New York, NY 10019-6142, email tkidera@orrick.com. It is further recommended that each objection must (a) set forth the objecting Class Member's full name, current address, email address and telephone number; (b) contain the loan number and address of the property bringing the Class Member within the scope of the class; (c) state that the Class member objects to the Settlement in whole or in part; (d) state whether the objection applies only to the objector or to the entire Settlement Class; (e)

state with specificity the grounds for the objection; (f) state whether the Class Member intends to appear at the Final Approval Hearing; and (g) state whether the Class Member will be represented by separate counsel. Counsel representing a Class Member(s) should be required to file a Notice of Appearance and a Notice of Intent to Appear and state the number of times during the prior five-year period that Counsel objected to a class action settlement on its own behalf or on behalf of a class member. Counsel must serve Class Counsel and Counsel for Counterclaim Defendants as indicated above.

If no objections are filed or if all such objections are denied, the Class Plaintiffs will request Final Approval of the Settlement, and that the \$10,000 in service award and \$1,990,000 in attorney fees and costs, as indicated herein, should be made payable to the Trust Account of Silber & Davis and delivered to Silber & Davis within thirty (30) business days of final approval. Satisfaction upon receipt of the settlement amounts will be executed.

WHEREFORE, it is respectfully prayed that the Court grant this motion and (a) preliminarily approve the settlement between Class Plaintiffs and Counterclaim Defendants as fair reasonable and adequate; (b) approve the Settlement Notice; which is attached as Exhibit A; (c) set a hearing for final approval of the settlement and to hear any class member objections; and (d) Require any objections to comply with the recommendations of the parties stated herein; and (e) Order the parties to take all necessary and appropriate steps to implement their Settlement.

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing was filed and served via an automatic email generated by the Florida Courts E-filing Portal in compliance with Fla. R. Gen.

Prac. & Jud. Adm. 2.516 to all counsel listed on the Court's e-Filing Portal, this 25th day of November, 2025.

Respectfully submitted,

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Exhibit A

NOTICE OF CLASS ACTION COUNTERCLAIM SETTLEMENT

1. This notice is to advise you that the Class Action Counterclaim in the case of *HSBC Bank v. L'Italien* (referred to as L'Italien adv. Ocwen), Case No. 502017CA003860XXXXMBAG, has been settled, subject to court approval. You may be a member of the class.
2. The Class Action Counterclaim alleged that in Florida foreclosure cases, Ocwen sought, through mortgage account statements, to collect from borrowers certain charges in violation of the Florida Consumer Collection Practices Act (FCCPA) in violation of the Florida Unfair and Deceptive Trade Practices Act (FDUPTA), and in breach of certain mortgage contracts. These charges included: (a) service of process fees for unknown tenant(s) and/or a spouse; (b) attorneys' fees for services not performed; and (c) a registration fee for properties located in West Palm Beach that was not owed to the City. Ocwen denies these allegations and asserts that each of these charges were proper. Ocwen also raised numerous affirmative defenses.
3. Subject to court approval, the settlement provides for total class damages of \$1,200,000. The statutory maximum on damages for class action cases (\$500,000 per violation) was an important consideration in settling the case and in allocating the settlement funds among class members.
4. The settlement funds are allocated as follows:
 - a. If you are a member of the West Palm Beach property class, you will receive \$250. There are 147 class members who are members of this class.
 - b. If you are a member of the service of process class, you will receive \$65. There are 11,837 members in this class.
 - c. If you are a member of the attorneys' fee class, you will receive \$14.14. There are 27,855 members in this class.
5. You can be a member of one or more of the classes and will receive payment accordingly.
6. If you are a defendant in an active foreclosure case and you are a member of one or more of the classes described above, your mortgage debt will be reduced by the amount(s) listed above, as applicable. All other class members will receive payment of the settlement amount by check via mail.

7. A list of the three settlement classes can be found on the Class Administrator's website, www.OcwenFloridaSettlement.com, and on Silber & Davis's website, www.silberdavis.com (there is a link on the homepage for the "L'Italien/Ocwen Class Action Litigation").
8. In recognition of the legal services rendered on behalf of the class over since 2018, Ocwen has agreed to separately pay class counsel's attorneys' fees and expenses in the amount of \$1,990,000. Therefore, the class damages will not be reduced by any amount for attorneys' fees and expenses. Ocwen has also agreed to pay all administrative costs with respect to administering the Settlement going forward.
9. Ocwen has also agreed to pay the Class Representative, Monique L'Italien, a service award of \$10,000 for the time and effort she has spent on behalf of the class since 2018, when the class counterclaim was first brought.
10. You can review the entire **Settlement and Release Agreement** and the **Motion for Preliminary Approval of the Settlement** on the Class Administrator's website, www.OcwenFloridaSettlement.com and on Silber & Davis's website, www.silberdavis.com (there is a link on the homepage for the "L'Italien/Ocwen Class Action Litigation").
11. As a class member you have the right to object to the settlement or any portions thereof. To do so, you must object **in writing**, by [REDACTED]. The objection must be sent to Class Counsel Louis M. Silber via mail (Silber & Davis, 501 S. Flagler Drive, Suite 306, West Palm Beach, Florida 33401) or email (lsilber@silberdavis.com) and Counsel for Counterclaim Defendants Thomas Kidera by mail (c/o Orrick, Herrington & Sutcliffe L.L.P., 51 West 52nd Street New York, NY 10019-6142) or email (tkidera@orrick.com). The objection must set forth the following: (a) The Class Member's full name, current address, email address, and telephone number; (b) the loan number and address of the property bringing the Class Member within the scope of the class; (c) whether the Class Member objects to the Settlement in whole or in part; (d) whether the objection applies to the objector or the entire Settlement Class; (e) the specific grounds for the objection; (f) whether the Class Member intends to appear at the Final Hearing, which will take place on [REDACTED] at _____; and (g) whether the Class Member will be represented by counsel. Counsel representing any Class Member shall file a Notice of Appearance and a Notice of Intention To Appear and state the number of times during the prior five-year period counsel has filed an objection to a class action settlement on its own behalf or on behalf of a class

member. Counsel shall serve Class Counsel and Counsel for the Counterclaim Defendants through email or mail as indicated above.

The Court will not consider any objection that does not comply with the above.

12. If you have any questions, you can call the Class Administrator at **888-913-6110** or Class Counsel, Louis M. Silber at 561-615-6262.