

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<p>MONETTE E. SACCAMENO,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>OCWEN LOAN SERVICING, LLC, and U.S. BANK NATIONAL ASSOCIATION, <i>as trustee</i> <i>for C-Bass Mortgage Loan Asset-Backed</i> <i>Certificates, Series 2007 RP1,</i></p> <p style="text-align: center;">Defendants.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Case No. 1:15-cv-1164</p> <p>Hon. Joan B. Gottschall</p> <p>Magistrate Judge Susan E. Cox</p>
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**DEFENDANTS’ MOTION FOR JUDGMENT AS A MATTER OF LAW**

In accord with Fed. R. Civ. P. 50, Defendants, Ocwen Loan Servicing, LLC (“**Ocwen**”) and U.S. Bank National Association, as trustee for C-Bass Mortgage Loan Asset-Backed Certificates, Series 2007 RP1 (“**U.S. Bank**”) (together “**Defendants**”), respectfully move for Judgment As A Matter of Law on Plaintiff, Monette E. Saccameno (“**Plaintiff**” or “**Saccameno**”)’s claims.

Defendants’ Motion should be granted for five reasons:

**First**, there is no legally sufficient evidentiary basis for a reasonable jury to find for Saccameno on the breach of contract claim (Count I), given that the evidence shows that Defendants complied with the Mortgage, Saccameno failed to make her monthly payments and there is no evidence of damages.

**Second**, there is no legally sufficient evidentiary basis for a reasonable jury to find for Saccameno on the FDCPA claim (Count II) because there is no evidence that she sustained any actual damages as a direct result of Ocwen’s failure to comply with the FDCPA after February 5, 2014.

**Third**, there is no legally sufficient evidentiary basis for a reasonable jury to find for Saccameno on the ICFA claim (Count III) because Saccameno failed to prove that Ocwen engaged in an unfair or material deceptive act or practice, or that Ocwen intended for Saccameno intended for Saccameno to rely on any unfair or material deceptive act or practice, or that

Saccameno sustained actual damages, *i.e.*, actual pecuniary loss, proximately caused by an unfair or material deceptive act or practice.

*Fourth*, there is no legally sufficient evidentiary basis for a reasonable jury to award punitive damages on the ICFA claim (Count IV) because Saccameno has failed to prove: (1) any pecuniary loss proximately caused by an unfair or deceptive practice, (2) conduct was committed with fraud, actual malice, deliberate violence or oppression, or Ocwen acted willfully, or with such gross negligence as to indicate a wanton disregard of the rights, or (3) sufficient corporate management authorization or approval of the unfair or material deceptive act or practice.

*Fifth*, there is no legally sufficient evidentiary basis for a reasonable jury to find for Saccameno on the RESPA Claim (Count IV) because the evidence shows that Ocwen investigated and provided written responses to Saccameno's two written requests.

Dated: April 9, 2018

By: /s/ Lynne E. Evans

Alexander D. Bono (Fed. Bar ID 25845)

Lynne E. Evans (Fed. Bar ID 313479)

Kelly K. Huff (Fed. Bar ID 319084)

**DUANE MORRIS LLP**

30 South 17<sup>th</sup> Street

Philadelphia, PA 19103

Tel: (215) 979-1000

*Attorneys for Defendants, Ocwen Loan Servicing, LLC and U.S. Bank National Association, as trustee for C-Bass Mortgage Loan Asset-Backed Certificates, Series 2007 RPI*