

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

HSBC BANK USA, N.A., AS TRUSTEE
ON BEHALF OF ACE SECURITIES
CORP. HOME EQUITY LOAN TRUST
AND FOR THE REGISTERED HOLDERS
OF ACE SECURITIES CORP. HOME
EQUITY LOAN TRUST, SERIES 2005-
HE6, ASSET BACKED PASS-THROUGH
CERTIFICATES,

Plaintiff,

vs.

Case No. 8: 08CV01662

DONNA M. PINKSTON,

Defendant and Third-Party Plaintiff,

vs.

OCWEN LOAN SERVICING, LLC; ACE
MORTGAGE FUNDING, LLC aka ACE
MORTGAGE FUNDING, INC. and JASON
VARELA, an individual,

Third-Party Defendants.

**OCWEN LOAN SERVICING, LLC'S ANSWER AND AFFIRMATIVE
DEFENSES**

COMES NOW Third-Party Defendant, OCWEN LOAN SERVICING, LLC
(hereinafter "Ocwen"), through its undersigned attorney, and for its Answer and
Affirmative Defenses to Defendant's Third-Party Complaint, states as follows:

ANSWER

GENERAL ALLEGATIONS

35. Ocwen denies each and every allegation of Defendant's Third-Party Complaint except as hereinafter specifically admitted.

36. Ocwen denies the allegations of paragraph 36, and submits that these allegations are legal conclusions to which no responsive pleading is required.

UNDERLYING FACTS

37. Upon information and belief, the allegations of paragraph 37 are admitted.

38. Upon information and belief, the allegations of paragraph 38 are admitted.

39. Paragraph 39 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

40. Paragraph 40 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

41. Paragraph 41 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

42. Paragraph 42 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

43. Paragraph 43 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

44. Paragraph 44 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

45. Paragraph 45 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

46. Paragraph 46 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

47. Paragraph 47 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

48. Paragraph 48 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

49. Paragraph 49 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

50. Paragraph 50 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

51. Paragraph 51 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

52. Paragraph 52 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

53. Paragraph 53 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

54. Paragraph 54 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

55. Paragraph 55 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

56. Paragraph 56 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

57. Paragraph 57 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

58. Paragraph 58 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

59. Paragraph 59 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

60. Paragraph 60 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

61. Paragraph 61 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

62. Paragraph 62 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

63. Paragraph 63 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

64. Paragraph 64 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

65. Paragraph 65 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

66. Paragraph 66 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

67. Paragraph 67 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

68. Paragraph 68 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

69. Paragraph 69 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

70. Paragraph 70 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

71. Paragraph 71 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

72. Paragraph 72 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

73. Paragraph 73 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

74. Paragraph 74 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

75. Paragraph 75 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

76. Paragraph 76 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

77. Paragraph 77 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

78. Paragraph 78 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

79. Paragraph 79 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

80. Paragraph 80 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

81. Paragraph 81 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

82. Paragraph 82 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

83. Paragraph 83 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

84. Paragraph 84 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

85. Paragraph 85 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

86. Paragraph 86 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

87. Paragraph 87 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

88. Paragraph 88 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

89. Paragraph 89 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

90. Paragraph 90 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

91. Paragraph 91 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

92. Paragraph 92 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

93. Paragraph 93 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

94. Paragraph 94 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

95. Paragraph 95 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

96. Paragraph 96 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

97. Paragraph 97 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

98. Paragraph 98 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

99. Paragraph 99 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

100. Paragraph 100 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

101. Paragraph 101 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

102. Paragraph 102 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

103. Paragraph 103 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

104. Paragraph 104 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

105. Paragraph 105 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

106. Paragraph 106 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

107. Paragraph 107 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

108. Paragraph 108 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

109. Paragraph 109 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

110. Paragraph 110 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

111. Paragraph 111 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

112. Paragraph 112 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

113. Paragraph 113 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

114. Paragraph 114 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

115. Paragraph 115 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

116. Paragraph 116 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

117. Paragraph 117 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

118. Paragraph 118 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

119. Paragraph 119 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

120. Paragraph 120 is denied as Plaintiff is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

121. Paragraph 121 is denied.

122. Ocwen is without knowledge sufficient to admit or deny the allegations of paragraph 122.

123. Paragraph 123 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

124. Paragraph 124 is denied.

125. Paragraph 125 is denied.

126. Paragraph 126 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

127. In response to paragraph 127, Ocwen did not originate this loan and therefore has no personal knowledge regarding these allegations and submits that the documents speak for themselves. Notwithstanding, the appraisal of the property is dated June 16, 2005.

128. In response to paragraph 128, Ocwen did not originate this loan and therefore has no personal knowledge regarding these allegations and submits that the documents speak for themselves. Notwithstanding, the appraisal of the property lists the property value as \$134,000.

129. Paragraph 129 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

130. Paragraph 130 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

131. Paragraph 131 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

132. Paragraph 132 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

133. Paragraph 133 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

134. Paragraph 134 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

135. Paragraph 135 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

136. Paragraph 136 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

137. Paragraph 137 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

138. Paragraph 138 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

139. Paragraph 139 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

140. Paragraph 140 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

141. Paragraph 141 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

142. Paragraph 142 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

143. Ocwen admits that there are two loans. The remainder of the allegations in paragraph 143 are denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

144. Ocwen admits that there are two loans, one of \$26,800 and one of \$107,200. The remainder of the allegations in paragraph 144 are denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

145. Paragraph 145 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

146. Paragraph 146 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

147. Paragraph 147 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

148. Paragraph 148 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

149. Paragraph 149 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

150. Paragraph 150 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

151. Paragraph 151 is admitted.

152. Ocwen admits that it began servicing Defendant's loan on or about August 27, 2005. Ocwen denies the remainder of the allegations in paragraph 152 as it is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations. Ocwen cannot affirm or deny the actions of NovaStar Mortgage, Inc.

153. Paragraph 153 is denied as a legal conclusion and denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

154. Paragraph 154 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

155. Paragraph 155 is admitted.

156. Paragraph 156 is admitted.

157. In response to paragraph 157, Ocwen admits that on September 29, 2005, it sent Ms. Pinkston a letter informing her that the servicing of her mortgage loans would be assigned from NovaStar Mortgage, Inc. to Ocwen.

158. Paragraph 158 is denied.

159. Paragraph 159 is admitted, but any legal conclusions drawn therefrom are denied.

160. Paragraph 160 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

161. Paragraph 161 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

162. In response to paragraph 162, Ocwen admits that it supplied the requested loan documents which were in its possession. Ocwen denies the remainder of the allegations in paragraph 162.

163. Paragraph 163 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

164. Paragraph 164 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

165. Paragraph 165 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

166. Paragraph 166 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

167. Paragraph 167 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

168. Paragraph 168 and parts (i) through (vii) are denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

169. Ocwen admits that on January 14, 2008, Plaintiff filed a complaint in mortgage foreclosure against Defendant.

170. Paragraph 170 is admitted.

171. In response to paragraph 171, Ocwen admits that, through counsel, Ms. Pinkston a letter to Ocwen. Ocwen denies the legal conclusion that such letter resulted in a rescission of the mortgage and loan transaction. The remainder of the allegations in paragraph 171 are denied.

172. Paragraph 172 is admitted in part: Ocwen received a letter from Defendant on June 16, 2008. However, Ocwen denies any legal conclusions drawn from the receipt of that letter.

173. Paragraph 173 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

174. Paragraph 174 is admitted in part: HSBC Bank, as Trustee received a letter from Defendant on June 16, 2008. However, Ocwen denies any legal conclusions drawn from the receipt of that letter.

175. In response to paragraph 175, Ocwen admits that it rejected Defendant's request for rescission, but submits that the document speaks for itself. The remainder of the allegations in paragraph 175 are denied.

176. Paragraph 176 is denied as Ocwen is without knowledge or information sufficient after reasonable investigation to form a belief as to the truth of the allegations.

177. Paragraph 177 is denied. Ocwen, as servicer of this loan, responded to Defendant's letter dated June 12, 2008.

178. In response to paragraph 178, Ocwen admits that Michael P. Roland of the Consumer Law Center, P.A., has entered his appearance as counsel of record for the Defendant. Ocwen is without knowledge sufficient to admit or deny the allegation that Defendant has agreed to pay a reasonable fee.

THIRD PARTY COMPLAINT

217. Ocwen admits the allegations of paragraph 217.

218. Ocwen denies the allegations in paragraph 218 that the cause of action asserted against it in Defendant's Third-Party Complaint arises from the transactions at

issue in the original mortgage foreclosure. Defendant's Third-Party claim for TILA rescission against Ocwen is a separate and independent claim as set forth more fully in Ocwen's Notice of Removal.

OCWEN

COUNT V (TRUTH IN LENDING RESCISSION)

219. In response to paragraph 219, Ocwen hereby re-alleges and asserts its responses to paragraphs 35-178, 217-18 as if fully set forth herein.

220. In response to the allegations contained in paragraph 220, Ocwen admits that Defendant has alleged claims against it to rescind a consumer credit transaction, void Ocwen's security interest to the extent that it exists, to recover statutory damages, reasonable attorneys' fees, and costs. Ocwen denies that it has violated any provisions of TILA, 15 U.S.C. § 1601 et seq. or Regulation Z, 12 C.F.R. § 226, or that Defendant has any legal remedies under those provisions against Ocwen. Any remaining allegations in paragraph 220 are denied.

221. Paragraph 221 is denied.

222. Ocwen admits the allegation of paragraph 222 that the consumer transaction at issue was subject to a finance charge.

223. Paragraph 223 is denied.

224. Paragraph 224 is denied as Ocwen is without sufficient knowledge and information after reasonable investigation to form a belief as to the truth of the allegations.

225. Paragraph 225 is denied.

226. Paragraph 226 is denied.

227. In response to paragraph 227 and parts (i) through (iii), Ocwen denies the existence of any violations of TILA or Regulation Z. The remainder of the allegations in paragraph 227 and parts (i) through (iii) are denied.

228. Paragraph 228 is denied.

229. Ocwen admits the allegations of paragraph 229 that Defendant's Exhibit A is a copy of a letter dated June 12, 2008, attempting to rescind the transactions at issue, which was addressed to Plaintiff, NovaStar Mortgage, Inc., and Ocwen. Ocwen denies the legal conclusion that this letter was legally operable to rescind the transactions at issue. Ocwen denies the remainder of the allegations in paragraph 229.

230. In response to paragraph 230, Ocwen admits that it and Plaintiff received a copy of a letter from Defendant on June 16 or June 17. Ocwen is without knowledge sufficient after reasonable investigation to admit or deny the allegations concerning NovaStar's receipt of the letter, and therefore denies the same. However, any legal conclusions drawn therefrom are denied.

231. Paragraph 231 is denied.

232. In response to paragraph 232, Ocwen admits that Defendant's letter contained the following statement: "Please provide us with a statement of the loan disbursements, charges, payments made, and balance so that my client can make arrangements for tender of the balance owing upon your compliance with the Regulations." Ocwen denies any allegation that it failed to act in compliance with Regulation Z. The remainder of the allegations in paragraph 232 are denied.

233. Ocwen admits the allegations of paragraph 233.

234. In response to paragraph 234, Ocwen admits that it did not take any action to rescind the loan transaction. Ocwen denies, however, that any action was “necessary,” “appropriate,” or “required” by 15 U.S.C. § 1635 (b) and Regulation Z, § 226.23 (d)(2), and denies that Ocwen had any security interest to terminate. The remainder of the allegations in paragraph 234 are denied.

235. In response to paragraph 235, Ocwen admits that it did not take any action to return any money or property given by Defendant to anyone. Ocwen denies that the return of said money or property was required of it by 15 U.S.C. § 1635 (b) or Regulation Z, § 226.23 (d)(2).

236. In response to paragraph 236 and parts (i) through (viii), Ocwen denies that it has committed any violations of TILA, 15 U.S.C. §1635 (a), 1640 (a), 1641 (c) or Regulation Z, or that it has any liability to Defendant based upon violations of TILA or Regulation Z. Ocwen further asserts that as servicer of the loan, Ocwen has the protections of a servicer as described in 15 U.S.C. § 1640(b) and (c) and § 1641 (a), (b), (d), (e), and (f). The remainder of the allegations in paragraph 236 and parts (i) through (viii) are denied.

AFFIRMATIVE DEFENSES

1. Ocwen denies each and every allegation in Defendant’s Answer, Counterclaims, Affirmative Defenses, and Third-Party Complaint not specifically admitted in this Answer.

2. Defendant’s Third Party Complaint fails to state a claim on which relief can be granted.

3. Defendant's claims are, at least in part, barred by the applicable statutes of limitation and/or statutes of repose.

4. Defendant's damages, which are specifically denied, are not of the nature or to the extent alleged, and/or are the result of her own actions or omissions.

5. Defendant has failed to mitigate or minimize her damages, if any.

6. Defendant's claims are barred because all disclosures required under the Truth in Lending Act, 15 U.S.C. § 1601 et seq., and Regulation Z were made.

7. Defendant's claims are barred by the doctrine(s) of laches, waiver, unclean hands, and estoppel.

8. Ocwen denies that all conditions precedent to a right of recovery have been satisfied.

9. As the servicer of the subject loan, Ocwen is not a "creditor" under the statute and has the defenses of a servicer as described in 15 U.S.C. § 1640(b) and (c) and § 1641 (a), (b), (d), (e), and (f).

10. Ocwen is not the holder of the loan.

11. Defendant's injuries or damages, if any, were the direct and proximate result of the acts, omissions, negligence, fault, or breach of persons and or parties other than Ocwen who caused or contributed to cause all or a portion of the claimed damages or liability, barring recovery or liability against Ocwen in whole or in part.

12. Defendant's claims of damages or liability are barred in whole or in part by the doctrines of ratification, consent, and acquiescence.

13. Defendant failed to tender a timely rescission notice to a creditor at its designated place of business within three (3) business days of consummation of the subject loan as required by 15 U.S.C. § 1635 and 12 C.F.R. § 226.23.

14. By her conduct, Defendant has waived her rescission claim, and/or should be estopped from raising such a claim.

15. Ocwen is not liable for the conduct of third parties.

16. Ocwen reserves the right to amend its Answer to assert any and all affirmative defenses that may develop during the course of and after the completion of discovery.

WHEREFORE, Ocwen prays that Defendant take nothing by reason of her Third-Party Complaint; that judgment be entered in Ocwen's favor on all claims and counts; that Defendant's Third-Party Complaint be dismissed with prejudice; that Ocwen be awarded costs, including reasonable attorneys' fees; and for such other and further relief as this Court deems just and equitable.

Dated: August 28 2008

Respectfully submitted,

S/ Elizabeth R. Wellborn
Elizabeth R. Wellborn
Florida Bar No. 155047
Elizabeth R. Wellborn, PA
1701 West Hillsboro Blvd., Suite 307
Deerfield Beach, FL 33442
Tel: 954-354-3544 Ext. 215
Fax: 954-354-3545
ewellborn@erwlaw.com

*Attorneys for Ocwen Loan Servicing,
LLC*

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2008, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will notify the following electronically:

Michael P. Roland, Esq.
Consumer Law Center, P.A.
537 10th Street West
Bradenton, Florida 34205
Attorneys for Defendant Donna M. Pinkston

I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participants:

Unknown Tenant #1 in Possession
Of Subject Property
5907 Second Street West
Bradenton, Florida 34207

Mortgage Electronic Registration Systems, Inc.
c/o C.T. Corporation as R.A.
1200 South Pine Island Road
Plantation, Florida 33324

Ace Mortgage Funding, Inc.
a/k/a Ace Mortgage Funding, Inc.
c/o Corporation Service Co. as R.A.
1201 Hays Street
Tallahassee, Florida 32301

Mr. Jason Varela
3680 NW 115th Avenue
Ocala, Florida 34482

S/ Elizabeth R. Wellborn
Elizabeth R. Wellborn
Florida Bar No. 155047
Elizabeth R. Wellborn, PA
1701 West Hillsboro Blvd., Suite 307
Deerfield Beach, FL 33442
Tel: 954-354-3544 Ext. 215
Fax: 954-354-3545
ewellborn@erwlaw.com