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*Attorneys for the Consumer Claims Trustee*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	Chapter 11
	:	
DITECH HOLDING CORPORATION, et al.,	:	Case No. 19-10412 (JLG)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	:	Related Docket No. 2141
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**RESPONSE OF THE CONSUMER CLAIMS TRUSTEE TO THE SUR-REPLY OF  
CLAIMANT SHERYL WHITE TO THE REPLY OF THE CONSUMER CLAIMS  
TRUSTEE IN SUPPORT OF THE CONSUMER CLAIMS TRUSTEE'S FIFTEENTH  
OMNIBUS OBJECTION WITH RESPECT TO THE CLAIM OF SHERYL WHITE  
(Claim No. 21543)**

<sup>1</sup> On September 26, 2019, the Court confirmed the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the “**Third Amended Plan**”), which created the Wind Down Estates. On February 22, 2022, the Court entered the Order Granting Entry of Final Decree (I) Closing Subsidiary Cases; and (II) Granting Related Relief (ECF No. 3903) (the “**Closing Order**”). Pursuant to the Closing Order, the chapter 11 cases of the following Wind Down Estates were closed effective as of February 22, 2022: DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). Under the Closing Order, the chapter 11 case of Ditech Holding Corporation (the “**Remaining Wind Down Estate**”) (Case No. 19-10412 (JLG)) remains open and, as of February 22, 2022, all motions, notices and other pleadings relating to any of the Wind Down Estates are to be filed in the case of the Remaining Wind Down Estate. The last four digits of the Remaining Wind Down Estate’s federal tax identification number is (0486). The Remaining Wind Down Estate’s principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

The Consumer Claims Trustee submits this *Response to Sur-Reply to Reply of the Consumer Claims Trustee's Fifteenth Omnibus Objection with Respect to the Claim of Sheryl White* in support of the *Consumer Claims Trustee's Fifteenth Omnibus Objection to Proofs of Claim (Insufficient Legal Basis Unsecured Consumer Creditor Claims)* (ECF No. 2141), filed on April 10, 2020 (the “**Fifteenth Omnibus Objection**”) and the *Reply of the Consumer Claims Trustee in Support of the Consumer Claims Trustee's Fifteenth Omnibus Objection with Respect to the Claim of Sheryl White (21543)*. (ECF 5017). (the “**Trustee Reply**”). The Response is submitted in opposition to the *Response to Consumer Claim Trustee's Fifteen Omnibus Objection to Proofs of Claim* (ECF No. 2533) filed on May 16, 2020 (the “**Response**”) and the *Sur-Reply by Claimant to the Reply of the Consumer Claims Trustee* served on April 11, 2024 (the “**Sur-Reply**”). The Consumer Claims Trustee respectfully represents as follows:

**Claimant's Sur-Reply**

1. On April 11, 2024, Claimant submitted her Sur-Reply,<sup>2</sup> in which she reiterates her position that Ditech's statements show principal adjustments and payments but do not support a showing of arrearages. Sur-Reply at 1.

2. In the Sur-Reply, Claimant states fees charged by Bank of America during the wrongful foreclosure attempt and the fees assessed by Ditech are likely duplicated. Sur-Reply at 1. In support of her claim that Ditech repeatedly charged late fees, Claimant attaches e-mails she sent to her lawyer. *Id.* The e-mails from Claimant describe her attempt to make a payment on August 30, 2016. Sur-Reply at 5. In a follow up email on September 16, 2016, she complains that the payment had still not been applied. *Id.* at 6. The last email is dated January 10, 2017, which does not reference the first payment but instead alleges

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<sup>2</sup> Claimant has stated to Trustee's counsel, to whom she emailed a copy of her Sur-reply, that she also emailed a copy to the Court.

that she sent a check on December 31, 2016 which was not applied. *Id.* When she called Ditech to determine the status, she was informed that her bank declined the check. *Id.* The customer representative then attempted to take a payment over the phone that was also declined. *Id.* Claimant states she followed up with her bank who had no record of Ditech's attempts to withdraw the funds. *Id.*

3. In support of her allegations that Ditech violated the Real Estate Settlement Procedure Act (“**RESPA**”), Claimant reiterates her position that Ditech had an obligation to send the escrow overage check in her name only rather than including her ex-husband and co-borrower on the Mortgage. *Id.* at 2. She also provides “one of several letters” sent to Ditech to which they never responded. *Id.* The letter is dated October 26, 2016 and addressed to Ditech Financial. The letter is in regard to the late fee she claims was improperly charged to her account because Ditech had failed to accept her August 30, 2016 payment. *Id.* at 3.

4. Claimant further supports her Claim by stating Ditech, as the mortgage servicer, had a fiduciary duty to her. *Id.* at 2.

### **Argument**

#### **A. The Claimant Fails to Assert Facts Sufficient to State a Plausible Claim Under Rule 12(b)(6)**

5. Claimant has now had multiple opportunities in this Court in which to allege sufficient facts to substantiate her claim, but she still has failed to plead any causes of action with sufficient specificity or plausibility.

6. Although pro se pleadings are held to a less stringent standard, liberal construction of those pleadings “does not give a court license to serve as *de facto* counsel for a party, or to rewrite an otherwise deficient pleading in order to sustain an action”. *Campbell*

*v. Air Jamaica Ltd.*, 760 F.3d 1165, 1168 (11th Cir. 2014) (citations omitted). Nor is the Trustee required to write the Claimant's claim for her.

**i. Claimant Does Not Adequately Allege a Breach of Contract**

**a. Principal Reduction**

7. In her Sur-Reply, the Claimant asserts Ditech breached the contract by failing to adjust the principal and interest payments as shown in Ditech's own billing statements. Sur-Reply at 1.

8. She does not reference any contract in her allegations or attach one to her Sur-Reply. Instead, Claimant continues to point to the billing statements and provides no new information in support of her claim. *Id.* She claims that "the arrearages are unsupported by any documentation".

9. However, the Claimant entered into the Modification on December 8, 2016 in which she agreed to have arrearages capitalized into her unpaid principal balance, increasing it from \$180,500 at origination to \$255,434.68. Trustee's Reply, Exhibit G, Modification at 1.

10. The court "need not accept as true" Plaintiff's allegations if they are contradicted by documents that are part of the claim. *Associated Constr. /AP Constr., LLC v. Hanover Ins. Co.*, 2017 WL 1190363, at \*4 (D. Conn. Mar. 30, 2017); see also *Zevon v. Dep't Stores Nat. Bank*, 2013 WL 3479432, at \*4 (S.D.N.Y. July 8, 2013) ("[I]f the allegations of a complaint are contradicted by documents made a part thereof, the document controls and the court need not accept as true the allegations of the complaint."); *IBEW Local 98 Pension Fund v. Cent. Vermont Pub. Serv. Corp.*, 2012 WL 928402, at \*8 (D. Vt. Mar. 19, 2012) ("The court's assumption of alleged facts as true, however, does not extend to factual allegations contradicted by ... documentary evidence[.]") (internal quotation marks omitted).

11. Here, the documents that Claimant provides do not support her general allegation that Ditech failed to adjust principal or interest, nor do they even indicate what amount of principal or interest reduction Claimant alleges should have been applied. Moreover, Claimant sets forth no basis for a legal claim that her request for a principal or interest reduction obligated the servicer or the lender to comply and provide the reduction. Therefore, she fails to state a claim for breach of contract.

**b. Fees**

12. In her Sur-Reply, Claimant states that the “fees charged by Ditech are also completely undocumented and it is impossible to tell whether they are appropriate or not”. Sur-Reply at 1. She believes additional fees assessed by Ditech “are likely duplicated” by fees previously charged by Bank of America. *Id.* Her only additional support to this claim is attaching emails she sent to her attorney. The emails do not state she was ever charged a late fee or how much she was allegedly charged. Sur-Reply 5-6. She does not provide any documentation of the payments or late fees charged.

13. The emails also show that these payments were made while the Mortgage was in default and that her fear was that Ditech was going to claim she missed her payments and not offer the Modification. Sur-Reply at 5.

14. In spite of these concerns, Ditech did offer and enter into a Modification with Claimant on December 8, 2016. Trustee Reply, Exhibit G, Modification Agreement, at 1. In the Modification, she agreed to an unpaid balance of \$255,434.68.

15. In addition, Ditech provided to Claimant an informational statement dated January 17, 2017 which shows late fees in the amount of \$53.39 charged on April 16, 2016; May 16, 2016; June 16, 2016; July 16, 2016; August 30, 2016; and September 16, 2016 for a total of \$320.34. The only late fee Claimant has claimed was in error was the September

16, 2016 late charge. However, the same informational statement shows \$320.34 in late fees were waived on December 27, 2016 just after the Modification was executed. Response at 6.

**ii. Claimant Does Not Adequately Allege a Violation of the Real Estate Settlement Procedures Act**

**a. Escrow Surplus**

16. Claimant restates her previous allegations that Ditech violated RESPA by sending the escrow surplus check in both the Claimant's name and her ex-husband's name. Claimant does not point to any statute or regulation to support her claim. Nor is she able to show that she assumed the Mortgage or that Mr. Work was released from his personal obligation under the Note. Notably, though she claims to have been divorced for about many '—something that would have been her responsibility, not Ditech's—yet seeks to charge Ditech with improper conduct by continuing to include his name on the account and on the escrow surplus check.

**c. Late Fees**

17. Claimant admits that most of her requests for information were not made in writing and that there is no written record of them. Sur-Reply at 2. Though she states she attaches several letters to her Sur-Reply, there is only letter attached which Claimant allegedly sent to Ditech. The letter is dated October 26, 2016 and addressed to Ditech Financial, Attn. Customer Service, PO Box 6172, Rapid City, SD 57709. Sur-Reply at 3. However, the letter does not request information and instead demands that Ditech remove an alleged late fee charged to her account due to her August 30 payment not being applied. *Id.* The letter references attachments which would substantiate Claimant's allegations that the fees were charged in error but the Claimant does not provide the referenced attachments in her Sur-Reply.

18. RESPA sets forth error resolution procedures where a borrower disputes activity on their account. 12 CFR § 1024.35. Upon written notice from the borrower which includes sufficient information to allow the servicer to identify both the mortgage and the alleged error, the servicer must, within five days of receipt, formally acknowledge receipt of the notice of error. 12 CFR §1024.35(a), (d).

19. Among the errors covered are a servicer's "[f]ailure to accept a payment that conforms to the servicer's written requirements for the borrower to follow in making payments", "[f]ailure to credit a payment to a borrower's mortgage loan account as of the date of receipt in violation of 12 CFR §1026.36(c)(1)" and "[i]mposition of a fee or charge that the servicer lacks a reasonable basis to impose on the borrower". 12 CFR §1024.35(b)(1),(3),(5).

20. "To plead a claim under the RESPA, plaintiff must offer proof either by attaching the letter or pleading with specificity such facts—such as when the letter was sent and to whom it was directed, why it was sent, and the contents of the letter—that the Court may determine if the letter qualifies as a QWR or notice of error". *Kilgore v. Ocwen Loan Servicing, LLC*, 89 F.Supp.3d 526, 538 (E.D.N.Y. 2015) (citing *Miller v. HSBC Bank U.S.A., N.A.*, No 13-7500, 2015 WL 585589, at \*10 (S.D.N.Y. Feb. 11, 2015 (collecting cases)). Claimant does none of these things.

21. Pursuant to 12 CFR § 1024.35(c), "a servicer may, by written notice provided to a borrower, establish an address that a **borrower must use** to submit a notice of error". (emphasis added). Claimant's allegations do not attest to or plead that the address on the letter attached to her Sur-Reply was the address designated by Ditech. She also does not plead when the letter was mailed or provided any proof of mailing.

22. Instead, Claimant attaches only the first page of the informational statement dated November 3, 2016. *See* Response at 3. The second page of the statement would show that Claimant failed to send the letter to the designated address for Qualified

Written Requests, Notices of Error and Requests for Information. The designated address is P.O. Box 6176, not PO Box 6172 as her letter is addressed. Exhibit H, Billing Statement at 2.<sup>3</sup>

23. Servicers must respond to error notices by either correcting the error and providing a written explanation of the correction, or conducting a reasonable investigation and providing a written explanation of the results of such an investigation. 12 CFR § 1024.35(e)(1).

24. Though Claimant states Ditech never responded to her requests, she provides an information statement from Ditech dated January 17, 2017 which shows late fees in the amount of \$53.39 charged on April 16, 2016; May 16, 2016; June 16, 2016; July 16, 2016; August 30, 2016; and September 16, 2016 for a total of \$320.34. Response, at 6. The only late fee Claimant has claimed was in error was the September 16, 2016 late charge. However, the same statement shows \$320.34 in late fees were waived on December 27, 2016 just after the Modification was executed.

25. Even if Ditech had erroneously applied a late fee to the Claimant's account, it appears the error was corrected, and any fees were waived with the Modification. Claimant has failed to establish any damages.

**iii. Ditech Did Not Have a Fiduciary Duty to Claimant**

26. In her Sur-Reply, Claimant states Ditech is merely a servicer of her loan. Sur-Reply at 2.

27. Under Vermont law, “[a] borrower-lender relationship is insufficient in itself to create a fiduciary relationship.” *TBF Fin., LLC v. Gregoire*, 2015 VT 36, ¶ 36, 198 Vt. 607, 622, 118 A.3d 511, 522; see also *Capital Impact Corp. v. Munro*, 642 A.2d 1175, 1177

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<sup>3</sup> See *Nicosia v. Amazon.com, Inc.*, 834 F.3d 220, 234 (2d Cir. 2016) (on a motion to dismiss, court may consider entire document mentioned in complaint even if a full copy is not attached.)



(Vt. 1992) (“Defendants argue that there was a fiduciary relationship between Tierney and the defendants, but there was no showing on the record of anything but a debtor-creditor relationship between defendants and Capital.”). A lender becomes a fiduciary when “the relationship ... ripen[s] into one in which the [borrower] [is] dependent on, and reposed trust and confidence in, the [lender] in the conduct of its affairs.” *McGee v. Vt. Fed. Bank, FSB*, 726 A.2d 42, 44 (Vt. 1999).

28. In *McGee v. Vermont Fed. Bank, FSB*, the borrowers alleged the bank breached a common law and fiduciary duty owed to them when it negligently misrepresented that the real property on which they had made multiple mortgage payments was covered by insurance. *Id.* The Supreme Court of Vermont found that the relationship between the McGees and the Bank consisted of nothing more than the McGees’ monthly payment, and the Bank’s receipt, of mortgage payments on behalf of the Benoits’ loan. A fiduciary relationship of dependence and trust was not born of these transactions. *Id.* citing *Cf. Griffin v. Griffin*, 125 Vt. 425, 438, 217 A.2d 400, 410 (1965) (fiduciary relationship arose where lender’s president gained confidence of signer of promissory note as her attorney in other matters).

29. Finally, a servicer is an agent of the lender and services the loan on the lender’s behalf. An agent is a fiduciary to its principal, here, the lender, and owes a duty of loyalty to the principal. A fiduciary duty of loyalty is implied in every agency as a matter of law. *In re Est. of Kurrelmeyer*, 2006 VT 19, ¶ 17, 179 Vt. 359, 369, 895 A.2d 207, 215 (2006). An agent cannot also be a fiduciary to the lender’s counter-party, the borrower, as it would create a divided loyalty. See *John A. Westlund, Inc. v. O’Bryan Constr. Co.*, 123 Vt. 301, 308, 187 A.2d 507, 512–13 (1963) (“Every agency is subject to the legal limitation that it cannot be used for the benefit of the agent himself, or of any person other than the principal, in the absence of an agreement that it may be so used.” (emphasis supplied)).

30. In her Sur-Reply, the Claimant has provided no additional allegations or case law to support her claim that Ditech owed her a duty nor has she sufficient alleged that Ditech failed to appropriately service her mortgage.

**Reservation of Rights**

31. The Consumer Claims Trustee reserves the right amend, modify, or supplement this Reply.

WHEREFORE the Consumer Claims Trustee respectfully requests entry of an order denying the request for relief in the Claims and such other or relief as is just.

Dated: April 18, 2024  
New York, New York

/s/ Richard Levin  
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New York, NY 10036  
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Richard Levin

*Attorneys for the Consumer Claims Trustee*

## **EXHIBIT H**



PO Box 6172, Rapid City, SD 57709-6172

Statement Date	Due Date
11/03/2016	12/01/2016

4-776-05829-0002703-001-1-001-000-000-000



STEVEN S WORK  
SHERYL L WORK  
109 MAGEE HILL RD  
HINESBURG VT 05461-3101



Call [1-800-643-0202](tel:1-800-643-0202)  
Monday - Friday, 7a.m. - 8 p.m. CST  
Saturday, 7a.m. - 1 p.m. CST

Account Information		Past Payments Breakdown	Explanation of Amount Due
Loan Number	0038238952	Since Last Statement/Month	
		Principal	\$258.52
		Interest	\$809.21
		Escrow (Tax & Insurance)	\$451.22
		Total Fees and Charges	\$0.00
		Funds in Suspense	\$94.49
		Total Paid	\$1,613.44
		Year to Date	
		Principal	\$771.79
		Interest	\$2,431.40
		Escrow (Tax & Insurance)	\$1,353.66
		Total Fees and Charges	\$0.00
		Funds in Suspense	\$283.47
		Total Paid Year to Date	\$4,840.32
		Transaction Activity Since Last Statement	
		Total Amount Due: \$104,827.79	
		Date	Description
		Charges	Payments
		11/03/16	Corp Adv Disb
		\$225.00	\$0.00
		11/03/16	Corp Adv Disb
		\$250.00	\$0.00
		11/03/16	Payments
		\$0.00	\$1,613.44
		11/03/16	Corp Adv Disb
		\$250.00	\$0.00
		11/03/16	Corp Adv Disb
		\$150.00	\$0.00
		11/03/16	Corp Adv Disb
		\$250.00	\$0.00
		Additional transaction history on next page.	

Important Messages *(More information on the Back)*

**THIS IS NOT A BILL. THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY.**  
If you were an obligor on this account prior to the filing of a Chapter 7 bankruptcy, and you have received a discharge, and if the debt was not reaffirmed in the bankruptcy case, Ditech is exercising only its rights under the security agreement as allowed by law. Ditech is not attempting any act to collect or recover the discharged debt as your personal liability. If the above amount is not received by the stated date, Ditech may exercise its right to seek possession of the collateral.

STEVEN S WORK, SHERYL L WORK  
109 MAGEE HILL RD  
HINESBURG VT 05461-3101

☐ Check box for address changes on reverse side.

Loan Number	Statement Date	Due Date
0038238952	11/03/2016	12/01/2016

**THIS IS NOT A BILL. THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY.** If you were an obligor on this account prior to the filing of a Chapter 7 bankruptcy, and you have received a discharge, and if the debt was not reaffirmed in the bankruptcy case, Ditech is exercising only its rights under the security agreement as allowed by law. Ditech is not attempting any act to collect or recover the discharged debt as your personal liability. If the above amount is not received by the stated date, Ditech may exercise its right to seek possession of the collateral.

Ditech  
PO Box 94710  
Palatine, IL 60094-4710

Important information

This is your billing statement from Ditech. You can find a guide to understanding your billing statement on our website, [ditech.com](http://ditech.com), along with other valuable tools to help you manage your account. We value your business and welcome your feedback on how we can improve your homeownership experience. If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Postal delays do not constitute a waiver of a late fee. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement. Payments made to locations other than those supplied on the front of this statement may cause a processing delay.

- To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.

**Housing Counselor Information:** If you would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD) for a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

Other Important Information Regarding Your Account

- **Customer Service**  
[customer.service@ditech.com](mailto:customer.service@ditech.com)  
Phone #: 1-800-643-0202  
TTY/TDD (hearing impaired) #: 711  
Fax #: 1-866-870-9919  
Hours: Monday - Friday 7 AM - 8 PM CST  
Saturday 7 AM - 1 PM CST  
Telephone calls may be monitored or recorded for quality assurance and training purposes.
- **Designated Address for Qualified Written Requests, Notices of Error and Requests for Information**  
Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Requests for information:  
Ditech Financial LLC  
P.O. Box 6176  
Rapid City, SD 57709-6176
- **Bankruptcy Notices and Correspondence**  
NOTICE: Send notices and correspondence related to any bankruptcy filing by you to:  
Ditech Financial LLC  
P.O. Box 6154  
Rapid City, SD 57709-6154  
Telephone Number: 888-298-7785
- **Correspondence**  
Ditech Financial LLC  
P.O. Box 6172  
Rapid City, SD 57709-6172  
Fax #: 1-866-870-9919

**Federal and state law prohibit certain methods of communication, and require that we treat you fairly.**


**If you have a complaint about the way we are communicating with you, please write to our Customer Service Department at the following address:**

**CUSTOMER SERVICE DEPARTMENT, Ditech Financial LLC, P.O. Box 6172, Rapid City, SD 57709-6172, email us at [customer.service@ditech.com](mailto:customer.service@ditech.com), or call us toll-free at 1-800-643-0202**  
**Hours: Monday - Friday 7 AM - 8 PM CST**  
**Saturday 7 AM - 1 PM CST.**


**The Federal Trade Commission and the Consumer Financial Protection Bureau enforce the Fair Debt Collection Practices Act. If you have a complaint about the way we are communicating with you, please contact the FTC or the CFPB. You can reach the FTC online at [www.ftc.gov/complaint](http://www.ftc.gov/complaint); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. You can reach the CFPB online at [www.consumerfinance.gov/complaint](http://www.consumerfinance.gov/complaint); by phone at 1-855-411-2372; or by mail at Consumer Financial Protection Bureau P.O. Box 4503, Iowa City, IA 52244.**

**Notice About Electronic Check Conversion**  
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.


- **Payoff Checks**  
Regular and USPS overnight mail  
Ditech Financial LLC  
Attn: Payoff Department  
Dept CH 9052  
Palatine, IL 60055-9052
- **Payoff Checks**  
Non-USPS overnight mail  
Ditech Financial LLC  
Attention: 9052 - Payoffs  
5505 N Cumberland Ave, Suite 307  
Chicago, IL 60656
- **Insurance Property Claims**  
Ditech Financial LLC  
Attn: Claims  
P.O. Box 6158  
Rapid City, SD 57709-6158  
Phone #: 1-800-643-0202  
Claims Fax #: 1-800-215-2780
- **Insurance-Life & Disability, Green Tree Agency Policies**  
Green Tree Insurance Agency, Inc.  
Attn: Insurance Processing  
1400 Turbine Drive, Suite R202  
Rapid City, SD 57703-4719  
Phone #: 1-800-525-0960  
Fax #: 1-888-222-2108  
POI Fax #: 1-800-223-8284




**Pay By Phone**  
Call 1-800-643-0202  
Have your checkbook ready!




**Moneygram**  
For a location near you, call 1-800-666-3947. Ditech's receive code is 0314-Ditech



**Western Union Credit Card**  
For same day service from the convenience of your home, call 1-800-325-6000.



**[www.ditech.com](http://www.ditech.com)**  
Make payments online or enroll to have your payment automatically debited from your bank account each month.



**Western Union Quick Collect**

Payment	Pymt Options	Company Name	Code City
Walk-in (Cash)	Urgent	Ditech Financial LLC	Ditech-MN
1-800-325-6000			

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address    ☐ Phone    ☐ Name\*\*    ☐ Email Address

Your Account :    -   

Old Borrower Name:    New Borrower Name:   

Old Co-Borrower Name:    New Co-Borrower Name:   

Borrower Signature:    Co-Borrower Signature:   

New Mailing Address:   

New Phone Number: Day (    )    -    Evening (    )    -    Email Address   

\*\*Please remember:  
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.



PO Box 6172, Rapid City, SD 57709-6172

Statement Date	Due Date
11/03/2016	12/01/2016

Account Number: 0038238952 Page 2

Transaction Activity Since Last Statement *(Continued from previous page)*

Date	Description	Charges	Payments
11/03/16	Corp Adv Disb	\$250.00	\$0.00
11/03/16	Corp Adv Disb	\$250.00	\$0.00

Important Messages *(Continued from previous page)*