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26 Ocwen Loan Servicing, LLC

27 SUPERIOR COURT OF THE STATE OF CALIFORNIA
28 COUNTY OF SACRAMENTO

29 OCWEN LOAN SERVICING, LLC,
30
31 Plaintiff,
32
33 v.
34 FIDELITY INFORMATION SERVICES,
35 LLC,
36
37 Defendant.

CASE NO.:

COMPLAINT FOR:
(1) FRAUD AND DECEIT;
(2) NEGLIGENT
MISREPRESENTATION;
(3) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE SECTION 17200, ET SEQ.;
(4) BREACH OF CONTRACT;
(5) UNJUST ENRICHMENT; and
(6) DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

1 Plaintiff Ocwen Loan Servicing, LLC (“Ocwen”) hereby brings this Complaint against
2 Defendant Fidelity Information Services, LLC (“FIS”), alleging as follows:

3 **NATURE OF THE CASE**

4 1. FIS was retained to conduct a two-year review of Ocwen’s loan servicing practices
5 in June 2015, at a budgeted-cost of \$44.8 million. Throughout the engagement, FIS made
6 fraudulent or negligent misrepresentations in its monthly invoices to Ocwen about the services
7 FIS claims to have performed and the expenses FIS claims to have incurred. Whenever Ocwen
8 questioned the legitimacy of FIS’s invoices, or confronted FIS about their increasing enormity,
9 FIS reiterated its misrepresentations that the hours and expenses reflected on the invoices were
10 legitimately worked and incurred. By continuing to represent to Ocwen that its invoices were
11 legitimate, FIS induced Ocwen to continue to pay millions of dollars for work that was not
12 performed. FIS did so because it was incentivized to, and because it perceived that it had free
13 reign to lie to Ocwen without consequence.

14 2. Ocwen is a mortgage loan servicer subject to regulation in California by the
15 California Department of Business Oversight (“California DBO”). After raising concerns about
16 certain of Ocwen’s servicing practices for California loans, the California DBO ordered Ocwen to
17 undergo a 24-month independent servicing review. The California DBO selected FIS to conduct
18 the review, with Ocwen bearing the cost, subject to a letter of engagement with FIS (the “LOE”).

19 3. To secure the engagement, FIS had proposed a budget of \$44.8 million to conduct
20 the 24-month review, which was to include a loan-by-loan review of 50,000 loan files for
21 California loans serviced by Ocwen.

22 4. FIS made several discrete representations to Ocwen and the California DBO in
23 connection with the engagement, including that it would:

- 24 a. perform its review efficiently;
- 25 b. engage in appropriate billing oversight to ensure that any improper charges were
26 detected and removed;
- 27 c. staff the review in an efficient manner; and
- 28 d. staff the review in a manner designed to reduce expenses, including by limiting
associate travel expenses.

1 5. Each time FIS submitted an invoice to Ocwen, FIS represented that the amounts
2 reflected hours actually worked in support of the review and expenses reasonably incurred and for
3 which FIS was entitled to be reimbursed.

4 6. Those representations were false. Throughout the engagement, FIS abused the
5 position to which it had been appointed by the California DBO by submitting false, fraudulent,
6 and improper invoices to Ocwen, costing Ocwen millions of dollars. In the invoices FIS
7 submitted to Ocwen, FIS: (a) dramatically inflated hours by charging Ocwen for time that FIS
8 employees and contractors (collectively, “associates”) did not actually work; and (b) improperly
9 billed Ocwen for expenses that either were never incurred or reflected attempts by FIS associates
10 to reimburse themselves for personal or other unallowable expenditures.

11 7. For example, FIS charged Ocwen for work that, on information and belief, its
12 associates did not actually perform in at least the following ways:

- 13 a. FIS billed Ocwen \$2 million for loan-file-review—reflecting more than 13,000
14 billed hours—for a month that its associates did not complete a single loan file
review;
- 15 b. FIS repeatedly charged Ocwen for implausible amounts of time worked by dozens
16 of individual associates, often reflecting 16 hour days spent on work and commute
for months at a time; and
- 17 c. FIS billed Ocwen for every minute its associates were onsite, regardless of
18 whether they were actually working, to the point that associates took breaks as
often as 14 times a day, or were observed watching videos instead of doing their
19 jobs, while FIS billed Ocwen as if the associate had spent the entire time working.

20 These are merely examples apparent from the limited material FIS has provided to Ocwen. On
21 information and belief, fraudulent charges for hours not actually worked are rampant throughout
22 FIS’s invoices, resulting in millions of dollars in illegitimate time billed to Ocwen.

23 8. FIS also fraudulently charged Ocwen for expenses in at least the following ways:

- 24 a. FIS charged Ocwen for amounts its associates spent patronizing strip clubs and
25 casinos;
- 26 b. FIS allowed associates to buy liquor and groceries for personal, at-home
consumption, as well as gifts for colleagues, and charged those expenses to
27 Ocwen;
- 28 c. FIS charged Ocwen for hotel stays that exceeded the parties’ permissible nightly
limits, at times by more than double those limits;

- 1 d. FIS charged Ocwen mileage expenses for daily round-trip commutes of up to 300
2 miles, all while those same associates purported to work in excess of 11 hours a
3 day in addition to their commutes; and
4 e. FIS charged Ocwen for mileage expenses reflecting thousands of miles of car
5 travel in a single month for associates who stayed at hotels very near their
6 worksites, which should have minimized commutes.

7 These are merely examples apparent from the limited material FIS has provided to Ocwen. On
8 information and belief, fraudulent charges for improper expenses, or expenses not actually
9 incurred are rampant throughout FIS's invoices.

10 9. As a direct result of FIS's fraudulent charges and artificially-inflated invoices, FIS
11 ran through the \$44.8 million budget for the entire two-year review in just 11 months, while
12 delivering less than half of the work it was hired to do. FIS was on pace to charge Ocwen \$120
13 million—nearly triple the project budget.

14 10. FIS had every incentive to inflate the invoices it submitted to Ocwen. The nature
15 of the retention left FIS subject to less stringent billing review and every additional dollar FIS
16 recovered beyond amounts for work actually performed and expenses legitimately incurred
17 represented profit for FIS. FIS also had a financial incentive to approve and pass associates'
18 improper expenses onto Ocwen. Specifically, on information and belief, FIS reimbursed its
19 associates for expenses they submitted before those expenses were billed and actually paid by
20 Ocwen. Thus, every dollar in expense Ocwen did not reimburse is a dollar that FIS would
21 already have paid to its associates. On information and belief, this practice caused FIS to
22 intentionally ignore the inappropriate nature of associate expenses so it could pass them off to
23 Ocwen and avoid its own financial loss.

24 11. On information and belief, FIS exploited its position to enrich itself at Ocwen's
25 expense. It viewed this engagement as a license to steal from Ocwen. FIS's conduct also harmed
26 the California DBO, and the California citizens whose interests the California DBO is obligated
27 to protect, by focusing on making money for itself rather than performing the work the California
28 DBO had appointed it to perform.

12. On information and belief, FIS knew, should have known, or was reckless in not
knowing, that it submitted false and improper invoices to Ocwen on a monthly basis. FIS

1 represented that it engaged in extensive billing oversight and charged Ocwen \$4.8 million for
2 project oversight, which included billing oversight. FIS's internal policies required stringent
3 oversight of its bills, with multiple levels of review that should have occurred prior to invoicing.
4 By charging for this oversight, FIS management was supposed to discover and prevent the false
5 and/or fraudulent hours and expenses reported by FIS associates. Despite being paid millions of
6 dollars, there is no indication that FIS actually performed any oversight of the bills submitted to
7 Ocwen. The fact that the FIS invoices contained rampant fraudulent charges means that FIS
8 either approved the invoices despite knowing they contained those improper charges or
9 intentionally, recklessly, or negligently invoiced rampant improper charges to Ocwen.

10 13. When these exorbitant charges appeared mere months into the project, Ocwen
11 immediately investigated to attempt to understand how the costs could possibly be so high.
12 Furthering its fraud, FIS resisted Ocwen's attempts to seek and understand the justification for the
13 exorbitant bills.

14 14. While many of the key materials that would support or refute FIS's invoices are
15 exclusively in FIS's possession, and have not been made available to Ocwen, Ocwen was able to
16 detect improprieties from the documentation FIS did provide. Ocwen objected to FIS's invoices,
17 confronted FIS with the evidence of FIS's misdeeds, and requested that FIS reform its practices
18 and refund Ocwen for improper charges. Ocwen also requested additional documentation to
19 better assess whether the invoices FIS sent reflected actual hours worked and legitimate expenses.

20 15. In response, FIS represented to Ocwen that it would review its invoices to confirm
21 that the invoices were proper and that all the charges it submitted reflected hours its associates
22 had actually worked on the project and expenses that were legitimate. FIS represented to Ocwen
23 that the results of its review required only *de minimis* adjustments, and that the invoices otherwise
24 reflected only hours actually worked and expenses legitimately incurred. These representations
25 further induced Ocwen to pay FIS's fraudulent invoices. But these representations also were
26 false.

27 16. FIS management deliberately ignored and, on information and belief, actually
28 encouraged rampant billing abuses perpetuated by its associates, and continued to pass fraudulent

1 bills to Ocwen for payment. FIS refused to acknowledge any substantial impropriety, and
2 continued to insist that Ocwen pay FIS's fraudulent and improper invoices. And FIS concealed
3 the evidence of its misconduct by delaying or outright refusing to provide Ocwen with the
4 materials underlying the invoices.

5 17. Ocwen brought FIS's misconduct to the attention of the California DBO. In
6 response, the California DBO convened a meeting on December 16, 2016 at which Ocwen
7 presented its concerns.

8 18. On February 17, 2017, Ocwen entered into a new settlement with the DBO. As
9 part of that settlement order, FIS's engagement was "terminated" by the California DBO, well
10 before the original 24-month term was set to expire. That order directs the selection of a
11 replacement third-party to complete the work left undone by FIS, the cost of which is included in
12 the settlement payment that will be paid by Ocwen.

13 19. FIS's intentional, reckless, and/or negligent conduct caused Ocwen millions of
14 dollars in damages resulting from the payment of false and fraudulent invoices and the cost of
15 replacing FIS. FIS's conduct also harmed Ocwen and the California DBO by delaying, and
16 ultimately failing to perform, the full, fair, and complete review that FIS was appointed to
17 perform.

18 **PARTIES**

19 20. Ocwen is a limited liability company organized and existing under the laws of
20 Delaware with headquarters located in West Palm Beach, Florida. Ocwen is a residential
21 mortgage lender and loan servicer licensed by the California DBO pursuant to the California
22 Residential Mortgage Lending Act. It is authorized to conduct business in the State of California
23 and services nearly 180,000 California mortgage loans.

24 21. On information and belief, FIS is a limited liability company organized and
25 existing under the laws of Arkansas with headquarters located in Jacksonville, Florida. It is self-
26 described as the "world's largest global provider dedicated to financial technology solutions" and
27 is authorized to do business throughout the State of California.

28

1 **JURISDICTION**

2 22. This Court has jurisdiction over the causes of action asserted herein pursuant to the
3 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other
4 trial courts.

5 23. The Court has jurisdiction over FIS pursuant to Code of Civil Procedure § 410.10
6 because of FIS’s contacts in California arising out of this engagement. FIS was hired at the
7 behest of the California DBO—a California state regulator—to conduct a review of Ocwen’s
8 servicing practices with respect to residential California loans. FIS took direction from and
9 routinely interacted with the California DBO throughout the review, at times taking the position
10 that it stands in its shoes for the purpose of this engagement. DBO is headquartered in
11 Sacramento, California. FIS’s findings from the review could potentially impact Ocwen’s
12 servicing of California loans.

13 24. FIS is registered with the California Secretary of State and has designated an agent
14 for service of process in California. On information and belief, FIS has multiple locations
15 throughout California where it transacts business and avails itself of the rights, privileges, and
16 protections of the laws of this State. On information and belief, FIS employs persons in and from
17 California, and posts job openings in California.

18 25. The amount in controversy exceeds the minimal jurisdictional limit of this Court.

19 **VENUE**

20 26. Venue in this Court, and in any county in California, is proper because FIS has
21 failed to designate a principal place of business or principal office in California in its filings with
22 the California Secretary of State. See Easton v. Superior Court, 90 Cal. Rptr. 642, 644 (Ct. App.
23 1970). Venue in this Court is also proper because a substantial part of the events or omissions
24 giving rise to the claims at issue occurred in this county. Indeed, FIS has had considerable
25 contacts in this county related to Ocwen’s claims.

BACKGROUND

I. Ocwen’s Letter of Engagement with FIS

27. Ocwen is a mortgage loan servicer. Generally speaking, a mortgage loan servicer (i) collects the principal and interest payments on the underlying mortgages; (ii) engages with delinquent borrowers on loan modification efforts; (iii) advances principal and interest payments in the event of delinquencies; and (iv) as a last resort, liquidates loans for which a borrower’s default cannot be cured. The California DBO is an agency that regulates certain of Ocwen’s business activities in California.

28. On or about June 10, 2015, the California DBO announced that it had selected FIS to perform a review of Ocwen’s practices in California pursuant to a consent order of the same date (“June 2015 Consent Order”).

29. After the California DBO selected FIS to serve as the reviewer, Ocwen and FIS entered into the LOE. The June 2015 Consent Order, which was incorporated by reference into the LOE, imposed on Ocwen the obligation to pay FIS’s “reasonable and necessary” costs.

30. Under the LOE, FIS projected that it would complete the review within a 24-month period for a total cost of \$44.8 million based on 298,000 personnel hours (at a blended rate of \$150/hour) in accordance with the table set forth below:

Set up and configuration of Servicing Analyzer Audit Tool		\$100,000
Project Management and Oversight of Corrective Measures	44,000	\$6,600,000
Servicing Practices Review	14,000	\$2,100,000
Compliance Review (Based on 50,000 files)	240,000	\$36,000,000
TOTAL Estimated Over 24 Months	298,000	\$44,800,000

31. Ocwen was not in a position to alter or otherwise challenge the FIS budget or any of the terms of the LOE.

1 32. The LOE also required Ocwen to pay for “typical expenses . . . for travel related
2 costs” actually incurred by FIS associates working on the audit, as governed by FIS’s travel and
3 expense policies (collectively, the “Travel and Expense Policy”). The Travel and Expense Policy
4 set forth stringent rules governing reimbursement of expenses for travel, airfare, mileage, lodging,
5 meals, and sundry items, expressly stating that the client, Ocwen, had “no obligation to reimburse
6 employees for expenses that are not in compliance, or are excessive and/or erroneous in nature.”
7 FIS was contractually obligated under the Travel and Expense Policy and the LOE to ensure
8 Ocwen was not over-billed for travel-related charges.

9 33. Similarly, FIS was obligated through its billing oversight procedures to scrutinize
10 associates’ time and expenses through multiple levels of review. Ocwen paid for these
11 protections as part of a 3% administrative fee under the LOE, and FIS additionally billed
12 hundreds of hours on a monthly basis for tasks described as “Project Management & Oversight of
13 Corrective Measures.”

14 34. Ocwen was billed more than \$4.8 million for project oversight, a portion of which
15 was for the so called billing oversight measures described above.

16 **II. FIS’s Fraudulent Billing Practices**

17 35. Despite these supposed safeguards designed to protect Ocwen from overbilling and
18 to keep costs in check, FIS exhausted the \$44.8 million budget a mere 11 months into the 24-
19 month engagement. When the California DBO entered into a new consent order with Ocwen and
20 terminated FIS 16 months into the engagement, FIS had already billed Ocwen nearly 44% more
21 than was allocated for the entire review. Despite its significant cost overruns, FIS had performed
22 less than half the work it was appointed to perform, reviewing approximately half of the loan files
23 included in the scope of the audit.

24 36. On information and belief, FIS’s exorbitant charges and lack of progress were a
25 direct result of FIS associates’ wide-spread practice of artificially inflating their time to include
26 fictitious hours that they had not actually worked on the engagement.

27 37. FIS’s invoices make clear that gross over-reporting of hours occurred. Indeed,
28 there were months during which FIS associates billed thousands of hours to the project, without

1 completing review of a *single loan file*—the fundamental purpose of the audit. On information
2 and belief, each invoice FIS sent to Ocwen was laden with charges for hours that FIS associates
3 did not actually work.

4 38. On information and belief, in addition to recording hours they did not actually
5 work, FIS associates sought reimbursement for expenses they did not actually incur, and for
6 expenses that exceeded what FIS told Ocwen it would charge. Despite charging Ocwen more
7 than \$4.8 million for project management, including billing oversight, FIS sent invoices to Ocwen
8 that contained false and improper charges while, on information and belief, knowing they were
9 inflated, turning a blind eye to improper and improbable charges, or submitting them to Ocwen
10 without any reasonable scrutiny.

11 39. The ongoing fraudulent billing scheme was financially lucrative for FIS and its
12 associates alike. Staggering hours billed by FIS associates and FIS's recoupment from Ocwen of
13 expenses reimbursed to FIS associates ensured maximum profits for FIS. Similar financial
14 motivations existed for FIS associates, many of whom were independent contractors who, on
15 information and belief, were compensated on an hourly basis.

16 40. Ocwen justifiably relied on FIS's representations regarding the accuracy and
17 appropriateness of the charges billed to Ocwen, all to Ocwen's detriment. Moreover, when
18 Ocwen attempted to investigate after receiving exorbitant invoices, FIS provided false
19 reassurances while concealing the nature of its abuses and refusing to provide Ocwen with the
20 underlying documentation that, on information and belief, would reveal the full extent of the
21 fraud. Ocwen has suffered significant damages as a result of its reliance on FIS's
22 misrepresentations.

23 **III. Specific Examples of FIS's Rampant Fraud**

24 41. While many of the materials necessary to scrutinize FIS's invoices are exclusively
25 in FIS's possession, the documentation that Ocwen has received demonstrates that FIS's invoices
26 are replete with fraudulent, reckless, or negligent charges, which undermines the legitimacy of all
27 of FIS's fees and expenses invoiced to date.

28

1 42. Although the full extent of FIS’s fraudulent billing scheme, and the harm suffered
2 by Ocwen has yet to be uncovered, Ocwen has identified numerous patterns of improper, illegal,
3 and/or fraudulent billing practices undertaken by FIS. Although not an exhaustive list, FIS’s
4 improper conduct includes:

- 5 a. submitting expense reimbursements for charges from strip clubs and casinos,
- 6 b. billing Ocwen for artificially inflated hours during which no actual work was
7 performed,
- 8 c. submitting improper expense reimbursements that FIS associates were using as a
9 form of supplemental income,
- 10 d. billing Ocwen for travel time in violation of the Travel and Expense Policy, and
- 11 e. submitting expense reimbursements to Ocwen for lodging far in excess of nightly
12 limits on the rates prescribed by the Travel and Expense Policy.

12 **A. *FIS Associates Artificially Inflated Their Hours***

13 43. On information and belief, FIS associates employed various improper practices to
14 inflate their time. These practices included, billing for excessive breaks, travel time, and block
15 billing for every minute spent at worksites, regardless of whether work related to the engagement
16 was actually being performed. FIS then invoiced Ocwen based on these false and improper time
17 records.

18 44. In a brazen example of timesheet fraud, FIS associates at the Coppell, Texas
19 facility were caught watching videos on company time and leaving the office up to 14 times a day
20 without “clocking out.” Ocwen expressed its concern to FIS and asked to see “key-swipe” data
21 for FIS associates, which would enable Ocwen to identify timekeepers who left worksites
22 excessively during each work day and to determine how long they were gone. FIS refused to
23 provide the data and continued to charge Ocwen for the improper hours.

24 45. The sheer number of hours FIS associates billed on a monthly basis strains
25 credulity. For example, an associate at the Hoover, Alabama site (Associate No. 1012) billed 250
26 hours in the month of January 2016—more than 13 hours per workday (not including weekends
27 and federal holidays). Other associates billed similar high hours such as, Associate No. 1270 who
28 billed 230 hours in January 2016.

1 46. Other associates claimed they worked 200-hour months in addition to spending up
2 to five hours commuting each day (for which they also sought mileage reimbursement). On
3 information and belief, dozens of associates routinely billed high hours that cannot be reconciled
4 with the startling lack of production resulting from their “billed” time.

5 47. For example, an associate at the Orlando worksite (Associate No. 1234) expensed
6 \$3,105 for mileage in January 2016 for a commute of 270 miles a day, or roughly 4.5 hours of
7 driving time. Based on the amount reimbursed, the associate appears to have driven roughly
8 5,940 miles during the month of January. Yet, even with this lengthy daily commute (in which
9 he/she would have spent a total of roughly 99 non-billable hours driving during the month), the
10 associate still billed 214 hours for the month—in excess of 11 hours of supposedly billable time
11 each day. Taking into account his/her daily commute, the associate purportedly spent almost 16
12 hours a day on work and travel combined (or roughly 315 total monthly hours).

13 48. Another Orlando associate (Associate No. 1185) expensed \$1,975.74 in mileage
14 during January 2016 for a commute of up to 200 miles a day, or roughly 3.3 hours of driving
15 time. Yet that associate still purportedly billed 197 hours in January. Adding the total commute
16 time of roughly 68 hours during the month to the billable hours means that the associate claimed
17 to spend approximately 265 hours on work and travel combined in the month of January. The
18 associate also purportedly spent up to 15 hours per day on work plus travel in February 2016.

19 49. Another Orlando associate (Associate No. 1140), expensed \$2,749.68 in mileage
20 during January 2016 for a daily round trip commute of nearly 290 miles, or roughly 4.8 hours of
21 driving time. Adding that total monthly commute time of approximately 91 hours to the
22 associate’s hours billed comes out to over 260 hours of work plus travel during the month of
23 January.

24 50. As the above examples clearly demonstrate, FIS associates billed for hours and
25 travel time they did not work and/or they sought reimbursement for mileage they did not actually
26 incur. Either practice is improper, violates FIS policies, and is fraudulent in light of certifications
27 that associates submitted as part of the expense reporting process.

28

1 51. FIS also billed Ocwen for every minute its associates were physically present in
 2 the office, regardless of whether they were actually working (aside from a uniform half-hour
 3 lunch break). Moreover, FIS's supporting documentation often shows that FIS associates billed
 4 identical amounts of time for each day of the month, without any variation, and that, with
 5 minimal exception, associates arrived and departed at exactly the same time—to the minute—
 6 every day.

7 52. For example, the employee sign-in sheets for the Addison, Texas facility for
 8 February 2016 show a pattern of associates arriving and leaving at exactly the same time, without
 9 variation, billing a uniform 10 hours per day for days on end. The February 1, 2016 timesheet, a
 10 portion of which is excerpted below, shows that 29 of 31 associates who worked that day not only
 11 billed the same exact number of hours, but also arrived and left the facility at exactly the same
 12 time to the minute:

EMPLOYEE SIGN-IN SHEET

Ocwen Project Monday Addison, TX
 DATE: 2/1/2016

Print Name	Sign Name	Time In	Time Out	Lunch	Total Hours (lunch excluded)
[REDACTED]		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10
		7:30	6:00	.5	10

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23 53. On information and belief, FIS associates rounded their time to the nearest thirty-
 24 minute interval, with few exceptions, inflating the time billed every day. Ocwen identified
 25 dozens of timesheets reflecting uniform time entries. For example:

- 26 a. On November 3, 2015, 23 FIS associates in Addison, Texas all signed in at 7:30
 27 am, signed out at 5:30 pm, and took a 30 minute lunch breach purportedly billing
 28 exactly 9.5 hours.

- 1 b. On December 1, 2015, 16 FIS associates in Hoover, Alabama all signed in at 7:30
2 am, signed out at 6:00 pm, and took a 30 minute lunch break purportedly billing
3 exactly 10 hours.
- 4 c. On January 6, 2016, 40 FIS associates in Orlando, Florida signed in at 7:30 am,
5 signed out at 5:30 pm, and took a 30 minute lunch break purportedly billing
6 exactly 9.5 hours.
- 7 d. On February 2, 2016, 14 FIS associates in Orlando, Florida signed in at 7:30 am,
8 signed out at 5:30 pm, and took a 30 minute lunch-break purportedly billing
9 exactly 9.5 hours.
- 10 e. On April 19, 2016, 21 FIS associates in Coppell, Texas signed in at 7:30 am,
11 signed-out at 6:00 pm, and took a 30 minute lunch break, purportedly billing
12 exactly 10 hours.
- 13 f. On May 25, 2016, 13 FIS associates in Collegeville, Pennsylvania signed in at
14 7:30 am, signed out at 5:30 pm, and took a 30 minute lunch break, purportedly
15 billing exactly 10 hours.
- 16 g. On June 1, 2016, 23 FIS associates in Addison, Texas signed in at 7:30 am, signed
17 out at 6:00 pm, and took a 30 minute lunch break, purportedly billing exactly 10
18 hours.
- 19 h. On August 1, 2016, 13 FIS associates in Addison, Texas signed in at 7:30 am,
20 signed out at 6:00 pm, and took a 30 minute lunch break, purportedly billing
21 exactly 10 hours.

22 54. On information and belief, these specific timesheet examples are just a few of
23 many that display this pattern of improper billing.

24 55. FIS associates' fraudulent time-billing practices are further evidenced by FIS's
25 July 2016–September 2016 Compliance Review hours. FIS invoiced hours dramatically
26 disproportionate to the number of loan files reviewed. By way of example:

- 27 a. In July 2016, FIS associates billed 17,849.75 hours or \$2,677,462.50 to
28 Compliance Review. Yet, FIS associates only reviewed 356 loan files. That
amounts to over 50 hours per loan file, at a cost of over \$7,520 per loan file
reviewed.
- b. In August 2016, FIS associates billed 13,328.25 hours or \$1,999,297.50 to
Compliance Review and did not complete a single loan file review.

56. FIS had budgeted 4.8 hours per loan file at a cost of \$720 per loan file.

57. Despite the various red flags, FIS management invoiced Ocwen for these false
time charges and padded expenses.

1 58. On information and belief, the examples Ocwen has been able to identify above
2 are a mere fraction of the total instances of FIS charging Ocwen for grossly inflated associate
3 hours, fraudulently inducing Ocwen to pay for time that FIS associates did not actually work.

4 **B. *FIS Associates Billed Expenses Incurred at Strip Clubs and Other Inappropriate***
5 ***Venues***

6 59. During the engagement, FIS associates working at multiple worksites expensed
7 meals at strip clubs and casinos, including expenses incurred at establishments such as: The
8 Lodge: America’s Best Gentlemen’s Club; WinStar World Casino; Spearmint Rhino Gentleman’s
9 Club; Buck’s Cabaret; and Harrah’s Casino. On information and belief, FIS’s policies prohibit
10 expensing meals at these types of establishments.

11 60. Even though it was readily apparent to FIS that the expenses involved had been
12 incurred at adult entertainment and gambling establishments, FIS invoiced Ocwen for these
13 expenses, and others like them, after alleged supervisory and management review. On
14 information and belief, FIS knew that these expenses were improper but represented the opposite
15 and submitted them anyway or, despite their representations to the contrary, did not review the
16 invoices for improper expenses such as these.

17 61. On information and belief, the examples Ocwen has been able to identify above
18 are a mere fraction of the total improper expenses incurred at strip clubs and casinos.

19 **C. *FIS Associates Abused the Daily Meal Allowance***

20 62. FIS associates—with acquiescence from FIS management—abused their rights to
21 expense meals and certain other charges in direct violation of FIS’s Travel and Expense Policy.
22 FIS’s Travel and Expense Policy provides: “Meal expenses should be reasonable and comparable
23 to what and where you would eat on a personal basis. Meals are set at a maximum of \$65 per day
24 (**this is not a per diem**), which includes tax and gratuities.” (emphasis in original).

25 63. Yet, FIS associates routinely and improperly treated the \$65 meal allowance as a
26 “per diem” in order to stock up on groceries and personal items for consumption outside of work,
27 in violation of FIS’s Travel and Expense Policy. Others used the daily maximum to expense
28

1 meals *and* to buy groceries, personal items, and even alcohol—trying to get as close as possible to
2 the \$65 allowance.

3 64. The examples Ocwen has been able to identify above are a mere fraction of the
4 total improper personal expenses FIS submitted to Ocwen.

5 65. On information and belief, the FIS associates habitually abused the daily meal
6 allowance policies, the costs of which were borne by Ocwen.

7 **D. *FIS Associates Billed Lodging Expenses that Exceeded Policy Limits***

8 66. FIS’s Travel and Expense Policy set a daily lodging limit of \$185 or less,
9 depending on worksite location. The policy further provided that “daily lodging expenses
10 exceeding th[e] rate . . . will not be reimbursed.” Yet, FIS approved lodging expenses in excess
11 of the allowable rates and submitted them for payment to Ocwen anyway.

12 67. FIS associates, and the managers reviewing their expenses, disregarded the daily
13 allowable limits, expensing hotel stays with nightly rates that were more than double the daily
14 lodging limit.

15 68. By way of example, FIS billed the following lodging expenses in direct
16 contravention of FIS’s Travel and Expense Policy:

Month	Associate	Lodging Expense
July 2015	Associate No. 1253	\$508.01 (for one-night stay)
October 2015	Associate No. 1154	\$6,824.12 in lodging, or \$220 per night assuming a 31-day stay
November 2015	Associate No. 1154	\$7,326.63 in lodging, or \$244 per night assuming a 30-day stay
October 2015	Associate No. 1211	\$7,033 in lodging, or \$226/night assuming a 31-day stay

23
24 On information and belief, the examples that Ocwen has been able to identify above are a mere
25 fraction of the total improper lodging expenses FIS submitted to Ocwen.

26 **E. *FIS Associates Abused Mileage Reimbursement Privileges***

27 69. FIS associates and FIS defrauded Ocwen by expensing unusually high mileage
28 costs while simultaneously expensing a full month’s worth of lodging costs. For example, in

1 November 2015, Associate No. 1211 expensed the cost of a full month's hotel stay while
2 simultaneously expensing \$1,168.73 in mileage costs for approximately 2,033 miles, without any
3 corresponding support for the mileage expense. In November, another FIS associate (No. 1107)
4 expensed the cost of a full month's hotel stay while simultaneously expensing \$1,169.56 in
5 mileage costs for approximately 2,034 miles. The distances traveled are equal to driving a round
6 trip from New York to Orlando. Despite the fact that such extensive mileage and monthly
7 lodging should never have been submitted in the first place, FIS turned a blind eye and passed
8 these bogus expenses on to Ocwen.

9 70. Even in the final months of the engagement, when FIS was made aware by Ocwen
10 of continued billing abuses, FIS associates continued to bill and submit expenses that violated
11 FIS's Travel and Expense Policy.

12 71. On information and belief, the examples that Ocwen has been able to identify
13 above are a mere fraction of the total improper mileage expenses FIS submitted to Ocwen.

14 **IV. FIS's Continued Efforts to Mislead Ocwen About Its Fraudulent Invoices After**
15 **Ocwen First Raised Concern**

16 72. Ocwen first raised concerns when FIS's invoices unexpectedly spiked by \$2
17 million (or 68%) in December 2015 over the previous month's bill. Ocwen immediately
18 requested detailed information from FIS to substantiate the sudden increase, including details
19 about procedures that FIS had in place for determining what hours were appropriately billed to
20 Ocwen, as opposed to total hours FIS associates spent on worksites, including time spent not
21 working on the engagement.

22 73. In response, FIS falsely reassured Ocwen of the accuracy and legitimacy of the
23 charges contained on the bill, while producing minimal supporting documentation. FIS provided
24 only each timekeeper's total hours and expenses, without any detail as to the tasks involved or the
25 nature of the expenses.

26 74. When Ocwen asked for more detail, Robert Cardwell, an FIS senior project
27 manager, on information and belief, falsely represented to Ocwen that FIS billed only for time
28 spent actually working on the engagement, scrutinized invoices prior to presentation to ensure

1 time charges were legitimate, and reviewed all expenses for compliance with the FIS Travel and
2 Expense Policy. Mr. Cardwell's false confirmations about the accuracy and appropriateness of
3 the charges were intended to, and did, cause Ocwen to reasonably believe that the invoice
4 contained accurate and proper charges. Indeed, Mr. Cardwell's representations were, on
5 information and belief, made in a calculated effort to induce Ocwen to continue paying FIS's
6 invoices without scrutiny to ensure the continuation of FIS's fraudulent billing scheme.

7 75. When FIS sent its January 2016 invoice for \$7,404,265—almost 17% of the entire
8 two-year budget in a single month—Ocwen again requested that FIS provide supporting
9 documentation for the exorbitant amounts billed. Ocwen raised concerns about: (i) improper
10 billing of tasks to “Project Management & Oversight of Corrective Measures”; (ii) inappropriate
11 billing for travel time; (iii) improper billing for training in connection with rapid on-boarding of
12 new associates five months into the review; and (iv) excessive expenses, including travel
13 expenses incurred by 250 out of 276 engaged associates despite FIS's representations that
14 associates would be staffed effectively to minimize travel-related expenses.

15 76. In its April 20, 2016 response, FIS again made false assurances to Ocwen that it
16 had billed Ocwen for only accurate and appropriate charges, which it did to quell Ocwen's
17 concerns over FIS's billing abuses. Among other things, FIS denied that associates were billing
18 for travel time and represented that all hours billed to Ocwen were related to “in the office time
19 only.” On information and belief, FIS's false reassurances were intended to induce Ocwen to
20 continue paying FIS invoices that FIS either knew, should have known, or was reckless in not
21 knowing were false and improper.

22 77. FIS also largely refused Ocwen's requests for substantiating documents. The scant
23 documentation that FIS did provide only raised further concerns. For example, spreadsheets FIS
24 provided in support of the expenses did not reconcile with the amounts invoiced. To date, FIS
25 continues to provide documentation that is irreconcilable with its own records and that is rife with
26 accounting discrepancies, including inconsistencies in FIS's calculations of credits issued and
27 actual time and expenses billed, which continue to change well after a particular billing cycle has
28 ended.

1 78. In May 2016, with the bulk of Ocwen’s requests for substantiating documentation
2 still outstanding, Ocwen continued to raise concerns that: (i) time billed was not actually spent
3 working on the project due to, among other things, breaks and departures from worksites; (ii) FIS
4 was staffing without regard to where the associates lived, thereby running up unnecessary travel
5 and lodging expenses; (iii) FIS was billing time to “Project Management & Oversight of
6 Corrective Measures” that was already being compensated under a separate, administrative fee
7 FIS was also receiving; and (iv) FIS was invoicing Ocwen for groceries and office supplies, hotel
8 rates in excess of the policy limits, and unauthorized vehicle mileage, all in violation of the Travel
9 and Expense Policy.

10 79. In many cases, Ocwen provided FIS with tangible evidence of its claims, such as
11 proof that FIS associates were leaving worksites without clocking out and watching videos on
12 company time. Ocwen again renewed its requests for detailed documentation substantiating FIS’s
13 billing, including support for hours reported in the month of January 2016 by certain FIS
14 associates who billed more than nine hours a day.

15 80. In response, on information and belief, FIS made numerous representations
16 intended to dissuade Ocwen from scrutinizing FIS’s billing practices in order to continue
17 perpetuating its fraudulent scheme. Notwithstanding that Ocwen was only responsible for
18 payment of “reasonable and necessary” costs in connection with the engagement, FIS took the
19 position that Ocwen had no right to question FIS’s bills or FIS’s decisions regarding the execution
20 of the review, because FIS had been appointed by the California DBO. Simultaneously, FIS
21 continued to reassure Ocwen that it was executing the audit “efficiently to minimize the expenses
22 to Ocwen while maintaining audit independence, quality and integrity”—a representation that, on
23 information and belief, FIS knew was false and was made solely to induce Ocwen’s approval of
24 FIS’s invoices without review so that FIS could continue to perpetuate its fraudulent scheme. FIS
25 also tried to explain away its exorbitant bills with *post-hoc* rationalizations, ignoring Ocwen’s
26 valid concerns about FIS’s systemic billing issues.

27 81. By June 29, 2016, virtually all of Ocwen’s information requests remained
28 outstanding, despite numerous telephone calls and months of correspondence exchanged between

1 the parties. Ocwen, again, renewed its outstanding information requests, a number of which still
2 remain outstanding today. In light of unresolved billing abuses identified in connection with the
3 January through April, 2016 invoices, and given FIS's failure to provide substantiating
4 documentation, Ocwen also objected to the May and June 2016 invoices upon receipt.

5 82. FIS represented to Ocwen that, as a result of the concerns and questions raised by
6 Ocwen, FIS had conducted re-reviews of time charges and expenses invoiced to Ocwen. FIS's
7 so-called "re-audits," however, proved to be no better than the pre-billing review process,
8 demonstrating that FIS management knowingly signed-off on inflated invoices, turned a blind eye
9 to improper and improbable charges, or otherwise blessed them without any reasonable scrutiny.
10 They did not meaningfully address the overbilling and improper expenses rampant throughout the
11 engagement, mere examples of which are identified in this complaint.

12 83. Ocwen has continued to provide FIS with myriad examples of improper and
13 fraudulent billing, and to request that FIS produce any and all documentation it has to substantiate
14 its bills. FIS has failed to meaningfully respond to these specific allegations and has not provided
15 a plausible explanation for how (absent fraud) errors of this magnitude could have occurred in the
16 first place.

17 84. In addition to alerting FIS to charges indicative of fraud and/or improper billing,
18 Ocwen also repeatedly raised its concerns with the California DBO. In December 2016, the
19 California DBO convened a meeting in San Diego to see whether Ocwen and FIS could resolve
20 their issues. While the meeting resulted in FIS producing some additional documentation, FIS
21 continues to withhold key information that would reveal the full scope of its false and improper
22 billing procedures—including employee key-swipe information, comprehensive details regarding
23 which hours and expenses have been or will be credited back to Ocwen, and materials
24 substantiating the work billed to Project Management and Oversight.

25 85. Ocwen has withheld payment on some of FIS's invoices, or portions thereof, as a
26 result of FIS's ongoing fraud, improper and non-compliant billing practices, and inaccurate bills.

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28

1 **V. Termination of FIS**

2 86. On February 17, 2017, the California DBO and Ocwen entered into a new consent
3 order effective on that date (“February 2017 Consent Order”). As a result of the February 2017
4 Consent Order, “[t]he engagement of [FIS], as provided for in the January 2015 Consent Order
5 and memorialized in the July 2015 Letter of Engagement between FIS and [Ocwen], will be
6 terminated as of the Effective Date of this Order.”

7 87. At the time of FIS’s termination, a significant portion of the work that it was
8 retained to perform remained outstanding. The February 2017 Consent Order provides for
9 selection of a new third party to complete the work FIS was supposed to have done. The costs
10 associated with the completion of the review left undone by FIS will be paid out of a \$5 million
11 payment Ocwen has agreed to pay to the California DBO.

12 **FIRST CLAIM FOR RELIEF**

13 **(Fraud and Deceit)**

14 88. Ocwen realleges and incorporates as though fully set forth herein the allegations
15 contained in paragraph 1 through 87 above.

16 89. FIS intentionally and knowingly made false statements of material fact to Ocwen
17 by submitting bills it knew were filled with charges for time that was not actually worked and for
18 expenses that were not or should not have been incurred.

19 90. When FIS billed Ocwen, it implicitly or explicitly represented that such invoices
20 were valid, represented amounts appropriately billed to Ocwen, comported with applicable billing
21 policies, and/or constituted bills for time that was actually worked and expenses that were
22 actually incurred.

23 91. These representations were false. In fact, FIS knew, or recklessly disregarded, that
24 the invoices it presented to Ocwen for payment were materially inaccurate, fraudulent, and replete
25 with charges that did not comply with the applicable policies or were not actually incurred. Such
26 errors and deliberate representations included, without limitation, billing Ocwen for:

- 27 a. expenses incurred at inappropriate venues such as strip clubs and casinos;
28 b. fraudulently inflated hours that were not actually worked;

- 1 c. expenses that were not actually incurred; and
2 d. expenses that were obvious violations of FIS's Travel and Expense Policy
3 including those related to travel, lodging, and meal allowance reimbursement.

4 92. Further, FIS knew, or recklessly disregarded, the errors and deliberate
5 misrepresentations contained in the invoices it represented to Ocwen because it claims to have re-
6 viewed invoices that contained patently infeasible charges billed by FIS associates for time and
7 expenses.

8 93. FIS engaged in the fraudulent billing scheme in a calculated effort to induce
9 Ocwen to pay charges for time that was not worked and for expenses that were not or should not
10 have been incurred.

11 94. Ocwen justifiably relied on these false representations and acts of concealment,
12 and as a proximate result, has been injured. The fraudulent billings occurred during the course of
13 the engagement from the period of July 2015 through February 2017. The Complaint sets forth a
14 sampling of examples of fraudulent billing practices uncovered by Ocwen through the limited
15 documentation that has been provided. The full extent of the fraud is unknown since Ocwen does
16 not have all the documentation that would be necessary to conduct a complete analysis.

17 95. Fraudulent billing committed during the course of an engagement established by a
18 state regulator is the type of conduct that demonstrates a high degree of moral turpitude and
19 wanton dishonesty that provides for the recovery of punitive damages.

20 96. Accordingly, Ocwen is entitled to an award of all damages caused by FIS's
21 fraud/deceit, interest and costs, an award of punitive damages in an amount sufficient to deter
22 others similarly situated, and any other relief the Court deems proper.

23 **SECOND CLAIM FOR RELIEF**

24 **(Negligent Misrepresentation)**

25 97. Ocwen realleges and incorporates as though fully set forth herein the allegations
26 contained in paragraph 1 through 96 above.

27 98. When FIS billed Ocwen, it implicitly or explicitly represented that such invoices
28 were valid, represented amounts appropriately billed to Ocwen, comported with applicable billing

1 policies, and/or constituted bills for time that was actually worked and expenses that were
2 actually incurred.

3 99. These representations were false. In fact, FIS, in the exercise of reasonable due
4 diligence should have known that the invoices it presented to Ocwen for payment were materially
5 inaccurate and replete with charges that did not comply with the applicable policies. Such errors
6 and deliberate representations included, without limitation billing Ocwen for:

- 7 a. expenses incurred at inappropriate venues such as strip clubs and casinos;
- 8 b. fraudulently inflated hours that were not actually worked;
- 9 c. expenses that were not actually incurred; and
- 10 d. expenses that were obvious violations of FIS's Travel and Expense Policy
11 including those related to travel, lodging, and meal allowance reimbursement.

12 100. FIS should have known there were errors and deliberate misrepresentations
13 contained in the invoices it presented to Ocwen based on, among the following: (i) Ocwen's
14 repeated alerts to FIS about improper charges in its invoices; (ii) FIS associates' failure to submit
15 supporting documentation for expenses for which they sought reimbursement; (iii) patently
16 infeasible charges billed by FIS associates for time and expenses; and (iv) FIS's alleged re-audits
17 of invoices that time again included inappropriate charges.

18 101. FIS's false representations in its invoices were made in a calculated effort to
19 induce Ocwen to pay charges that were inaccurate and/or non-reimbursable.

20 102. Ocwen justifiably relied on FIS's false representations, and as a proximate result,
21 has been injured by the fraudulent bills that were submitted and paid.

22 103. Accordingly, Ocwen is entitled to an award of all damages caused by FIS's
23 negligent misrepresentations, interest and costs, and any other relief the Court deems proper.

24 **THIRD CLAIM FOR RELIEF**

25 **(Breach of California Business & Professions Code Section 17200)**

26 104. Ocwen realleges and incorporates as though fully set forth herein the allegations
27 contained in paragraph 1 through 103 above.

28 105. The Unfair Business Practices Act proscribes unfair business competition and

1 defines the same to include any “unfair,” “unlawful,” or “fraudulent” business act or practice.
2 California Business & Professions Code §§17200, *et seq.*

3 106. FIS has engaged in business acts and practices that are unlawful, unfair, and
4 fraudulent by engaging in a scheme of fraudulent billing, pursuant to which FIS billed Ocwen for
5 fees and expenses that were materially inaccurate, fraudulent, and non-compliant with applicable
6 policies.

7 107. FIS, through its improper acts, has improperly obtained money from Ocwen and
8 demands further payment on outstanding invoices. Ocwen has been injured by FIS’s conduct.
9 Ocwen is entitled to an award of all damages caused by FIS’s misconduct and an order enjoining
10 FIS’s efforts to collect outstanding amounts it claims are owed.

11 **FOURTH CLAIM FOR RELIEF**

12 **(Breach of Contract)**

13 108. Ocwen realleges and incorporates as though fully set forth herein the allegations
14 contained in paragraph 1 through 107 above.

15 109. FIS’s actions alleged herein constitute multiple breaches of the LOE.

16 110. The LOE explicitly provides: “FIS will provide Ocwen with its standard invoicing
17 which provides each timekeeper’s tasks and hours and summary expenses.”

18 111. The LOE also imposes on FIS the obligation to produce to Ocwen documentation
19 that is sufficient for it to evaluate whether FIS’s charges are “reasonable and necessary.”

20 112. Accordingly, FIS was obligated to timely provide adequate supporting
21 documentation to enable Ocwen to evaluate the legitimacy of the invoiced charges, and as
22 described above has breached this obligation.

23 113. FIS’s charges were not reasonable and necessary as evidenced by the sample of
24 documents Ocwen has received and described in this complaint. Accordingly, FIS is in breach of
25 the LOE.

26 114. The LOE also imposes upon FIS an obligation not to engage in overbilling.

27 115. FIS engaged in a pattern of overbilling as evidenced by the sample of documents
28 Ocwen has received and described in this complaint. Accordingly, FIS is in breach of the LOE.

1 116. Ocwen has been injured by FIS's conduct. Ocwen is entitled to an award of all
2 damages as a result thereof.

3 **FIFTH CLAIM FOR RELIEF**

4 **(Unjust Enrichment)¹**

5 117. Ocwen realleges and incorporates as though fully set forth herein the allegations
6 contained in paragraph 1 through 116 above.

7 118. By engaging in the conduct described above, FIS received a benefit in the form of
8 fees and expenses paid by Ocwen for improper and fraudulent charges.

9 119. FIS unjustly retained this benefit.

10 120. FIS's unjust retention of this benefit comes at Ocwen's expense because it paid
11 FIS substantial sums of money for improper and fraudulent charges. FIS should not be permitted
12 to retain these benefits at Ocwen's expense.

13 121. Ocwen has been injured by FIS's conduct. Ocwen is entitled to an award of all
14 damages as a result thereof.

15 **SIXTH CLAIM FOR RELIEF**

16 **(Declaratory Relief)**

17 122. Ocwen realleges and incorporates as though fully set forth herein the allegations
18 contained in paragraph 1 through 121 above.

19 123. Some invoices, or portions thereof, that FIS has submitted to Ocwen in connection
20 with this engagement remain unpaid.

21 124. FIS has demanded payment on all unpaid invoices.

22 125. As a result of FIS's wide-spread improper billing practices, Ocwen has refused
23 payment.

24 126. Accordingly, a controversy exists between Ocwen and FIS regarding FIS's right to
25 payment on invoices, or portions thereof, that remain unpaid.

26 127. Ocwen seeks a declaration that, as a result of FIS's improper billing practices,
27 Ocwen has no obligation to pay any of the outstanding invoices, or portions thereof.

28 _____
¹ Ocwen pleads unjust enrichment as an alternative to its breach of contract claim.

PRAYER FOR RELIEF

WHEREFORE, Ocwen prays for judgment against FIS granting:

1. Monetary damages sustained as a result of FIS's fraud, in an amount to be ascertained at trial, and punitive damages in an amount sufficient to deter others similarly situated from engaging in such behavior;

2. Restitution and disgorgement of all profits received by FIS as a result of its unfair, unlawful, and fraudulent business acts and practices in violation of California Business & Professions Code § 17200, in amounts to be ascertained at trial, and an injunction enjoining FIS's efforts to collect payment on outstanding invoices;

3. Monetary damages as a result of FIS's breaches of contract, in an amount to be ascertained at trial;

4. Restitution damages as a result of FIS's unjust enrichment, in an amount to be ascertained at trial;

5. A declaration that, as a result of FIS's improper billing practices, Ocwen has no obligation to pay any of the invoices, or portions thereof, that remain unpaid;

6. Recovery of costs of suit, reasonable attorneys' fees as permitted by law, prejudgment interest; and

7. For such other and further relief, at law or in equity, as the Court may deem proper.

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Respectfully submitted,

Dated: May 18, 2017

ORRICK, HERRINGTON & SUTCLIFFE LLP



McGregor William Scott
Melinda Haag
William Alan Molinski

Attorneys for Plaintiff
Ocwen Loan Servicing, LLC

JURY DEMAND

Plaintiff demands trial by jury on all counts for which a jury trial is permitted.

Dated: May 18, 2017

ORRICK, HERRINGTON & SUTCLIFFE LLP



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