

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT 2016 JUL -5)
)
 Alan F. McNeal and Adrienne McNeal)
)
 Plaintiff,)
)
 v.)
)
 Ocwen Loan Servicing, LLC and Nationstar)
 Mortgage, LLC,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT
 CASE NO. 2015-CP-07-0146
RECEIVED
 AMENDED AUG 04 2016
ORDER GRANTING MOTION TO DISMISS BY DEFENDANT NATIONSTAR MORTGAGE, LLC AS TO ALL CAUSES OF ACTION AND PARTIALLY GRANTING AND PARTIALLY DENYING MOTION TO DISMISS BY DEFENDANT OCWEN LOAN SERVICING, LLC
 SC Court of Appeals

This Order, entered after Plaintiffs' motion to reconsider filed April 29, 2016, shall replace and substitute the Order filed April 19, 2016.

This matter came before this Court on motions of both Defendants, Ocwen Loan Servicing, LLC, ("Ocwen" or "Defendant Ocwen") and Nationstar Mortgage, LLC ("Nationstar" or "Defendant Nationstar") by and through their counsel of record, to dismiss Plaintiffs' Amended Complaint pursuant to Rules 8, 9, 12(b)(6) and 13 of the South Carolina Rules of Civil Procedure ("SCRCP"). In their Amended Complaint filed on or about November 10, 2015, Plaintiffs asserted claims of (1) fraud, (2) violations of the Fair Debt Collection Practices Act, (3) breach of contract, (4) negligence, (5) wrongful foreclosure, (6) breach of contract with fraudulent intent, (7) slander of title, (8) violations of the Unfair Trade Practices Act, and (9) declaratory judgment.

The Court has carefully and thoroughly reviewed the pleadings and all briefs/memoranda on file and heard the arguments of counsel at a hearing in court on February 2, 2016 as well as a subsequent hearing by telephone conference on February 15, 2016. Based upon and as a result of that review, the Court rules and decrees that:

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(1) As to Nationstar:

The Court rules and decrees that all of Plaintiff's claims against Defendant Nationstar are dismissed with prejudice pursuant to Rules 8, 9 and 12(b)(6), SCRCPP, as applicable. Nationstar is thus dismissed as a party from this case and the caption shall reflect such dismissal going forward from the filing date of this order, such that Nationstar shall no longer be named as a party.

(2) As to Ocwen:

The Court rules and decrees that Plaintiffs' claims against Ocwen for fraud, violations of the Fair Debt Collection Practices Act, negligence, wrongful foreclosure, breach of contract with fraudulent intent, slander of title, violations of the Unfair Trade Practices Act, and declaratory judgment are dismissed with prejudice pursuant to Rules 8, 9 and 12(b)(6), SCRCPP, as applicable.

The Court denies Ocwen's motion to dismiss as to Plaintiffs' cause of action for breach of contract only. The Court finds and decrees that Plaintiffs have stated a claim against Defendant Ocwen such as to be able to survive Ocwen's motion to dismiss as to this cause of action only.

The Court finds based on the filings and arguments of the parties that there is only one contractual provision at issue: The prepayment provision of the Note dated May 16, 2006. The Note provides in relevant part, at Paragraph 4, that the borrower "may make a full Repayment or partial Prepayment without paying a Prepayment charge." (Am. Compl. ¶ 109, Plaintiff's Reply Brief To Ocwen's Amended Memorandum In Support of Its Motion To Dismiss p. 3). The Note further provides that the mortgagee must be notified in writing when said payments are made. *Id.*

RELIEF GRANTED

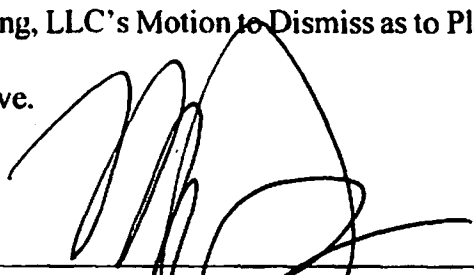
WHEREFORE, this Court:

(1) Grants Defendant Nationstar Mortgage, LLC's Motion to Dismiss with prejudice as to all Plaintiffs' claims against it pursuant to Rules 8, 9 and 12(b)(6), SCRCPP, as applicable. Nationstar is thus dismissed as a party from this case and the caption shall reflect such dismissal going forward from the filing date of this order, such that Nationstar shall no longer be named as a party;

(2) Grants Defendant Ocwen Loan Servicing, LLC's Motion to Dismiss as to Plaintiffs' claims of fraud, violations of the Fair Debt Collection Practices Act, negligence, wrongful foreclosure, breach of contract with fraudulent intent, slander of title, violations of the Unfair Trade Practices Act, and declaratory judgment pursuant to Rules 8, 9 and 12(b)(6), SCRCPP, as applicable;

(3) Denies Defendant Ocwen Loan Servicing, LLC's Motion to Dismiss as to Plaintiffs' breach of contract claim only, as specified herein above.

IT IS SO ORDERED.



Marvin H. Dakes, III
Presiding Circuit Judge, Fourteenth Circuit
County of Beaufort

Dated: 7/6, 2016
Beaufort, South Carolina