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**Licenses & Court Admissions**

State of Ohio, November 2011

U.S. District Court, Southern District of Ohio, July 2012

U.S. District Court, Northern District of Ohio, March 2015

U.S. Court of Appeals, Sixth Circuit, January 2015

**Awards & Honors**

**2018-Present, AV Preeminent Rated, Martindale Hubbell**

**2022 – Present, Super Lawyer, Super Lawyer’s Magazine**

**2017-2021, Rising Star, Super Lawyers Magazine**

**2019-2021, Top Three Consumer Protection Lawyer, Columbus, Ohio, ThreeBestRated.com**

Order of the Curia, Capital University Law School

CALI excellence for the future award in jurisprudence

*Torch & Key Club* for academic and community excellence, Otterbein College

Political Science Departmental Honors, Otterbein College

Member Pi Sigma Alpha, National Political Science Honorary Society

**Education**

**Capital University Law School,** Columbus, Ohio

*Juris Doctor*, May 2011

**Otterbein College,** Westerville, Ohio

*Bachelor of Arts in Political Science, Summa Cum Laude*, April 2005

**Relevant Case Results**

**Appellate Cases**

***Hurst v. Caliber Home Loans, Inc.,* 44 F.4 418 (6th Cir. 2022)** – Reversed trial court’s granting of summary judgment to mortgage servicer on borrower’s claim under the Real Estate Settlement Procedures Act (“RESPA”). The 6th Circuit held a borrower satisfies the injury-in-fact element of Article III standing where she incurred attorney fees separate and apart from underlying proceeding. The court also held confusing and conflicting information given by mortgage servicer over the telephone should have been considered in determining whether it violated its duty to exercise reasonable diligence when requesting additional information in connection with a borrower’s loss mitigation application.

***Kemba Fin. Credit Union v. Jackson on High Condo. Ass’n.,* 10th Dist. Franklin No. 21AP-408,2022-Ohio-3247 –** Reversed trial court’s reinstating lender’s first-priority lien status after it voluntarily recorded a release of mortgage. The court held that Ohio’s recording statues govern priority and junior lien holder assumed priority after lender recorded release of its mortgage.

***Father’s House Internatl., Inc. v. Kurguz****,* **2016-Ohio-5945, 71 N.E.3d 711 (10th Dist.)** – Upheld jury verdict on a claim for breach of a commercial land installment contract. In this published opinion the appellate court clarified the legal rules for election of remedies and expectation damages under contract law in Ohio.

***Wells Fargo Bank, N.A. v. Gerst,* 5th Dist. Delaware No. 2015 CAE 01 0004, 2015-Ohio-3776** – Reversed trial court’s granting a dismissal of a foreclosure lawsuit under Civ. R. 41(A)(2). The appellate court held the trial court committed reversible error by failing to provide the homeowners an opportunity to argue against dismissal on the bank’s terms.

***Nationstar v. Purnell,*5th Dist. Fairfield No. 13-CA-74,2014-Ohio-2824** – Reversed trial court’s denial of homeowner’s motion for relief from a default judgment decree in foreclosure. The appellate court held that a homeowner is entitled to an evidentiary hearing when she presented evidentiary quality facts that show a meritorious defense in support of a motion for relief from judgment.

***Citibank, N.A. v. Slorp,* 10th Dist. Franklin No. 13AP-513, 2013-Ohio-5331** – Reversed trial court’s granting a dismissal of a foreclosure lawsuit under Civ. R. 41(A)(2). The appellate court found that had the court not dismissed the case prematurely judgment could have been granted in the homeowner’s favor in the underlying case.

**Trial Cases**

***In re: Forson*, 583 B.R. 704 (Bankr. S.D. Ohio 2018),** Summary judgment on individual claim in class action for a mortgage lender’s violation of the bankruptcy discharge injunction under 11 U.S.C. § 524. Thereafter, the case settled.

***Barrett-O’Neill v. Lalo, LLC,* 171 F.Supp.3d 725 (S.D. Ohio 2016) –** Summary Judgment for claims under Ohio’s Consumer Sales Practices Act. In this published opinion, the federal trial court found provisions of a bailment contract with a consumer for “senior downsizing” violated Ohio’s consumer protection laws.

***Washington v. Green Tree Servicing LLC*, 1:15-cv-354, 2017 WL 1857258, at \*1 (S.D. Ohio May 5, 2017), *report and recommendation adopted*, No. 1:15CV354, 2017 WL 2599252 (S.D. Ohio June 15, 2017)** – Summary judgment for claims under the Real Estate Settlement Procedures Act and the Fair Debt Collection Practices Act. The federal trial court expanded the definition of “borrowers” under the Real Estate Settlement Procedures Act to include successors in interest. The court also detailed factual scenarios that show a mortgage servicer’s violation of the “reasonable diligence” standard.

***Justice*v. Ocwen Servicing, LLC, 2:13-cv-165, 2015 WL 235738 (S.D.Ohio Jan. 16, 2014)** – Summary judgment for claims under the Fair Debt Collection Practices Act, Truth in Lending Act, Real Estate Settlement Procedures Act, and breach of contract. The federal trial court correctly found that the owner of the mortgage loan breached a modification of the agreement. The loan servicer subsequently violated a number of federal laws by failing to provide the homeowners access to important information about their loan.

***Myles v. Kaman & Cusimano, LLC*, 2:13-cv-01169, 2014 WL 4377854 (S.D. Sept. 4, 2014) –** Defeated motion for judgment on the pleadings under the Fair Debt Collection Practices Act. The federal trial court held a collection law firm’s communication to a homeowner stating that her right to redeem her property prior to confirmation of a foreclosure sale had expired is a false, deceptive and misleading statement under the FDCPA.

***Father’s House Internalt., Inv. v. Kurguz*, Franklin C. P. Case No. 13-CV-008622 (Oct. 23, 2015)** –Jury trial representing a church against a seller for breach of a commercial land installment contract. Verdict in the amount of $62,000.

***Jarupan v. Williams,* Franklin C. P. No. 14-CV-005321 (Jan. 19, 2016)** –Jury trial representing the plaintiff against a contractor for breach of a remodeling contract and related claims under Ohio’s Uniform Fraudulent Transfer Act. Verdict in the amount of $93,860 plus attorney fees.

**Speaking Engagements & Publications**

Foreclosure A to Z, a CLE for Judges and Staff Attorneys, Columbus, Ohio – December 2019

Top 10 Foreclosure Mistakes Experienced Mortgage Servicer’s Make, NBI, Webcast – August 2020

Doucet, Troy & Gerling, Andrew (2021), *27 Legal Defenses to Foreclosure,* 2nd Edition

**Other Relevant Experience**

**United States District Court, Southern District of Ohio**

*Extern to the Honorable Michael H. Watson*

**Lane, Alton & Horst, LLC,** Columbus, Ohio

*Paralegal*, January 2003 – May 2011

**Volunteer Work**

Legal Aid Society of Columbus**,** Consumer Debt Project

Legal Aid Society of Columbus, Wills Clinic

ABC 6 Ask the Attorney

**Professional Associations**

Central Ohio Association for Justice

Franklin County Democratic Lawyers Club

Dublin Chamber of Commerce

Ohio Association for Justice