

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

ANDREW CHARTIER

v.

M. RICHARD EPPS P.C., ET AL.

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Civil No. – JFM-14-1071

**MEMORANDUM**

This action is brought under the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. Discovery has been concluded, and defendants have filed a motion for summary judgment. The motion will be granted.

The case has its origin in what the record clearly establishes to be a typographical error in a settlement agreement reached between plaintiff and defendant Green Tree Servicing, LLC. Under the settlement agreement plaintiff agreed to pay \$21,136.00, which constituted approximately one half of the amount that plaintiff had borrowed in connection with the purchase of a property in Ft. Lauderdale, Florida. The agreement provided that plaintiff was to pay \$2,500 as a down payment and the remaining balance in 48 monthly payments of \$328.26. As the record now makes clear, the monthly payment stated in the settlement agreement was \$60 too low. It should have been \$388.26.

Correspondence between the lawyers prior to the execution of the agreement reflected that the monthly payments were to be in the amount of \$388.26 and that the lender would not agree to accept less than one-half of the amount of the mortgage, unless papers, which plaintiff did not want to submit, were signed. On deposition, the lawyer representing plaintiff during the

