

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

EILEEN M. ABAT, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

NEW PENN FINANCIAL, LLC d/b/a  
SHELLPOINT MORTGAGE  
SERVICING,

Defendant.

Case No. 1:19-cv-00627

**CLASS ACTION COMPLAINT**

NOW COMES Plaintiff, EILEEN M. ABAT, individually, and on behalf of all others similarly situated, through her undersigned counsel, and pursuant to Fed. R. Civ. P. 23, complaining of Defendant, NEW PENN FINANCIAL, LLC d/b/a SHELLPOINT MORTGAGE SERVICING, as follows:

**NATURE OF THE ACTION**

1. This action seeks damages for Defendant's violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*

**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.
3. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

**PARTIES**

4. EILEEN M. ABAT ("Plaintiff") is a natural person, who at all times relevant resided in this judicial district.

5. NEW PENN FINANCIAL, LLC d/b/a SHELLPOINT MORTGAGE SERVICING (“Defendant”) is a national mortgage servicer that services hundreds of thousands of mortgage loans nationwide. Through the course of servicing mortgage loans, Defendant is in constant contact with consumers regarding the statuses of their mortgage loans.

6. Defendant is based in Greenville, South Carolina and has an additional office in Houston, Texas.

### **FACTUAL ALLEGATIONS**

8. On February 21, 2013, Plaintiff executed a mortgage (“Mortgage”) in favor of Quicken Loans Inc.

1. The Mortgage secured the purchase of Plaintiff’s personal residence located at 5443 South Indiana Avenue, Apartment 3, Chicago, Illinois 60615 (“subject property”).

2. The Mortgage secured the repayment of the indebtedness evidenced by a promissory note in the amount of \$183,850.00 (“subject debt”).

3. Subsequently, Ditech Financial LLC (“Ditech”) acquired servicing rights to the subject debt.

4. On May 21, 2018, Plaintiff filed a Chapter 13 bankruptcy in the Bankruptcy Court for the Northern District of Illinois, invoking the protections of the automatic stay pursuant to 11 U.S.C. §362.

5. 11 U.S.C. §362, commonly known as the automatic stay provision, prohibits, *inter alia*, “any act to collect, assess, or recover a claim against the debtor that arose before the commencement” of a bankruptcy case. 11 U.S.C. §362(a)(6).

6. On August 3, 2018, Plaintiff filed a Modified Chapter 13 Plan (“Chapter 13 Plan”).

7. Plaintiff’s Chapter 13 Plan proposed to surrender the subject property to Ditech.

8. Accordingly, Plaintiff's Chapter 13 Plan did not provide for any ongoing payments to Ditech.

9. Ditech did not object to Plaintiff's Chapter 13 Plan.

10. On August 27, 2018, Plaintiff's Chapter 13 Plan was confirmed by the Bankruptcy Court ("Confirmed Plan").

11. On December 17, 2018, Defendant acquired servicing rights to the subject debt.

12. At the time Defendant acquired servicing rights to the subject debt, the subject debt was in default.

13. On December 24, 2018, Defendant sent Plaintiff a correspondence attempting to collect on the subject debt ("first collection letter"). *See* attached Exhibit A, a true and correct copy of the first collection letter.

14. The first collection letter (1) advised Plaintiff that her first payment of \$1,070.84 is due on August 1, 2017<sup>1</sup>; (2) included a payment coupon that contained the address where payments should be sent to; (3) stated "use the attached coupon to mail us a check for your first payment"; and (4) provided different payment options (automatic withdrawal, online payments, pay by phone). *Id.*

15. On December 27, 2018, Defendant sent Plaintiff another correspondence attempting to collect on the subject debt ("second collection letter"). *See* attached Exhibit B, a true and correct copy of the second collection letter.

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<sup>1</sup>Upon information and belief, in light of the fact that the subject debt was in default, the first collection letter sought retroactive payment for the payment that was due in August 2017 per the terms of the underlying Mortgage.

16. The second collection letter stated (1) “As of the date of this notice, the total amount of your debt is \$183,988.59” (with itemization, including late fees, etc); (2) “Interest and other charges will continue to accrue on you debt....”; and (3) “You can call us to find out the amount required to bring your debt current.” *Id.*

17. The first collection letter and second collection letter (collectively, “collection letters”) were sent by Defendant while the bankruptcy automatic stay was in effect pursuant to 11 U.S.C. §362.

#### **DAMAGES**

18. Plaintiff suffered from emotional distress as a result of Defendant’s unlawful attempts to collect the subject debt as Plaintiff was led to believe her bankruptcy had no legal effect and that payments on the subject debt were due immediately despite her bankruptcy filing.

#### **INDIVIDUAL CLAIMS FOR RELIEF**

##### **Count I:**

##### **Defendant’s violation(s) of 15 U.S.C. § 1692 *et seq.***

19. Plaintiff restates and realleges paragraphs 1 through 18 as though fully set forth herein.

20. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

21. The collection letters are each a “communication” as defined by 15 U.S.C. § 1692(a)(2) as they convey information regarding the subject debt directly to Plaintiff.

22. The subject debt is a “debt” as defined by 15 U.S.C. §1692a(5) as it was incurred for personal, family, or household purposes.

23. Defendant is a “debt collector” as defined by 15 U.S.C. §1692a(6) because (1) it regularly collects debts and uses the mail and/or the telephones to collect delinquent consumer accounts allegedly owed to a third party, and (2) it acquired the subject debt when it was in default.

24. By sending the collection letters to Plaintiff, Defendant unlawfully attempted to collect the subject debt from Plaintiff because any collection activity on the subject debt directed at Plaintiff personally was prohibited by the automatic stay.<sup>2</sup>

25. Specifically, as stated above, the automatic stay prohibits “any act to collect, assess, or recover a claim against the debtor that arose before the commencement” of the bankruptcy case. 11 U.S.C. §362(a)(6).

**a. Violations of FDCPA §1692e**

26. “A demand for immediate payment while a debtor is in bankruptcy is ‘false’ in the sense that it asserts that money is due, although, because of the automatic stay (11 U.S.C. § 362) or the discharge injunction (11 U.S.C. § 524), it is not.” *Randolph v. IMBS, Inc.*, 368 F.3d 726, 728 (7th Cir. 2004).

27. Defendant violated §1692e by making false representations in its attempts to collect the subject debt from Plaintiff personally because no payments were due on the subject debt at the times Defendant made payment demands on the subject debt by virtue of the automatic stay and Plaintiff’s Confirmed Plan.

28. Defendant violated §1692e(2) by misrepresenting the character, amount, or legal status of the subject debt because no payments were due on the subject debt at the times Defendant

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<sup>2</sup> Ditech was granted relief from the automatic stay in Plaintiff’s bankruptcy case. However, the relief was limited to *in rem* relief and did not permit Ditech or its successors to attempt to collect the subject debt from Plaintiff personally.

made payment demands to Plaintiff personally by virtue of the automatic stay and Plaintiff's Confirmed Plan.

29. Defendant violated §1692e(10) by falsely representing that the subject debt was collectible at the time of the demands for payment because the subject debt was not collectible against Plaintiff personally by virtue of the automatic stay and Plaintiff's Confirmed Plan.

**a. Violations of §1692f**

30. Defendant violated §1692f and f(1) by attempting to collect an amount not permitted by law. Specifically, the automatic stay prohibited Defendant from attempting to collect on the subject debt from Plaintiff personally.

**WHEREFORE**, Plaintiff requests the following relief:

- A. find that Defendant violated 15 U.S.C. §§ 1692e(2), e(10), f, and f(1);
- B. award any actual damage sustained by Plaintiff as a result of Defendant's violations pursuant to 15 U.S.C. § 1692k(a)(1);
- C. award such additional damages, as the Court may allow, but not exceeding \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- D. award costs of this action including expenses together with reasonable attorneys' fees as determined by this Court pursuant to 15 U.S.C. § 1692k(a)(3); and
- E. award such other relief as this Court deems just and proper.

**CLASS ALLEGATIONS**

31. Plaintiff restates and realleges paragraphs 1 through 30 as though fully set forth herein.

32. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and 23(b)(3) individually, and on behalf of all others similarly situated ("Putative Class").

**A. Numerosity.**

33. Upon information and belief, Defendant mailed correspondences containing identical language in the collection letters to consumers residing in the United States that had a pending bankruptcy proceeding on no less than 40 occasions.

34. The exact number of members of the Putative Class are unknown and not available to Plaintiff at this time, but it is clear that individual joinder is impracticable.

**B. Typicality.**

35. Plaintiff's claims are representative of the claims of other members of the Putative Class.

36. Defendant's business records will demonstrate that it mailed correspondences with identical language in the collection letters to consumers nationwide.

37. Plaintiff's claims are typical of members of the Putative Class because Plaintiff and members of the Putative Class are entitled to statutory damages as result of Defendant's conduct.

**C. Commonality and Predominance.**

38. There are common questions of fact and law with the claims of Plaintiff and the Putative Class.

39. These common questions of fact and law are whether Defendant attempted to collect debts subject to the automatic stay.

40. These common questions of fact and law are subject to common proof through review of Defendant's business records.

41. These common questions of fact and law are answerable for the entirety of the Putative Class.

42. These common questions of fact and law predominate over any questions that may affect individual members of the Putative Class.

**D. Superiority and Manageability.**

43. This case is also appropriate for class certification as class proceedings are superior to all other available methods for the efficient and fair adjudication of this controversy.

44. The damages suffered by the individual members of the Putative Class will likely be relatively small, especially given the burden and expense required for individual prosecution.

45. By contrast, a class action provides the benefits of single adjudication, economies of scale and comprehensive supervision by a single court.

46. Economies of effort, expense, and time will be fostered and uniformity of decisions ensured.

**E. Adequate Representation.**

47. Plaintiff will adequately and fairly represent and protect the interests of the Putative Class.

48. Plaintiff has retained competent and experienced counsel in consumer class action litigation.

49. Plaintiff has no interests antagonistic to those of the Putative Class, and Defendant has no defenses unique to Plaintiff.

**CLASS CLAIMS FOR RELIEF**

**Count II:  
Defendant's violation(s) of 15 U.S.C. § 1692 *et seq.***

50. Plaintiff restates and realleges paragraphs 1 through 49 as though fully set forth herein.

51. By sending correspondences containing identical language in the collection letters sent to Plaintiff, Defendant violated 15 U.S.C. §§ 1692e(2), e(10), f, and f(1) by demanding



payment on the Putative Class members' mortgage loans from the consumers personally that were subject to an active bankruptcy proceeding. By doing so, Defendant made false representations regarding the mortgage loans and attempted to collect amounts not authorized by law. *See* Paragraphs 24-30 above.

52. As set forth above, Plaintiff can satisfy the elements of Fed. R. Civ. P. 23, including numerosity.

50. The Putative Class is defined as follows:

All natural persons residing in the United States of America who (a) within the one (1) year prior to the filing of the original complaint and during its pendency (b) received correspondences containing identical language as the collection letters mailed to Plaintiff (c) for purposes of collection upon a consumer debt (d) during a pending Chapter 7 or Chapter 13 bankruptcy proceedings (e) in which the consumers were surrendering the underlying collateral.

53. Excluded from the Putative Class are: (1) Defendant, its agents, parents, predecessors, subsidiaries, successors and any entity in which Defendant, or its agents, parents, predecessors, subsidiaries, successors have a controlling interest, and those entities' current and former directors, employees and officers; (2) the Judge or Magistrate Judge to whom this case is assigned, as well as the Judge or Magistrate Judge's immediate family; (3) persons who execute and timely file a request for exclusion; (4) persons whose claim(s) in this matter have been finally adjudicated and/or otherwise released; (5) the assigns, legal representatives and/or successors of any such excluded person(s); and (6) Counsel for Plaintiff and Counsel for Defendant.

54. Members of the Putative Class will be identified through discovery of Defendant's business records.

**WHEREFORE**, Plaintiff, on behalf of members of the Putative Class requests the following relief:

- A. an order granting certification of the proposed class, including the designation of Plaintiff as the named representative, the appointment of the undersigned as Class Counsel, under the applicable provisions of Fed. R. Civ. P. 23;
- B. a finding that Defendant violated 15 U.S.C. §§ 1692e(2), e(10), f, and f(1);
- C. an award of such amount as the Court may allow for all other class members, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of Defendant;
- D. an award of costs of this action, together with reasonable attorneys' fees as determined by this Court;
- E. enjoin Defendant from sending any further correspondences containing identical language as the collection letters sent to Plaintiff to consumers in an active bankruptcy proceeding; and
- F. an award of such other relief as this Court deems just and proper.

**Plaintiff demands trial by jury.**

Dated: January 31, 2019

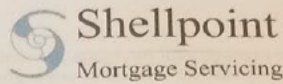
Respectfully Submitted,

/s/ Mohammed O. Badwan

/s/ Joseph S. Davidson

Mohammed O. Badwan, Esq.  
Joseph S. Davidson, Esq.  
*Counsel for Plaintiff*  
Sulaiman Law Group, Ltd.  
Lombard, IL 60148  
Phone (630)575-8180  
Fax: (630)575- 8188  
mbadwan@sulaimanlaw.com  
j davidson@sulaimanlaw.com

# EXHIBIT A



P.O. Box 10826  
Greenville, SC 29603-0826

Phone: 866-316-4711  
Fax: 866-467-1137  
www.shellpointmtg.com

Hours of operation  
Mon - Thur: 8:00AM-10:00PM  
Fri: 8:00AM-10:00PM  
Sat: 8:00AM-3:00PM



December 24, 2018

EILEEN M ABAT  
432 ELDER COURT  
GLENVIEW IL 60025

Account Number: [REDACTED]  
Principal Balance: \$167,325.15  
Property Address: 5443 S INDIANA AVE APT  
CHICAGO, IL 60615

Dear Homeowner(s):

Shellpoint Mortgage Servicing ("Shellpoint") welcomes you! We're pleased that the owner of your mortgage loan has entrusted us to service your account.

**The servicing of your mortgage is being transferred.** Effective 12/17/2018, the **servicing** of your mortgage loan (collecting payments, paying taxes and insurance, etc.) transfers from Ditech to Shellpoint.

**Making your payments.** Starting on 12/17/2018, make your mortgage payments payable to **Shellpoint Mortgage Servicing** at the address shown on the attached payment coupon. Your prior servicer, Ditech, will stop accepting payments on 12/17/2018. Shellpoint will start accepting mortgage payments on 12/17/2018. Please use the attached coupon to mail us a check for your first payment. Starting with your next payment, we will send you regular monthly statements that include payment coupons.

**Other payment options.** Don't want to write monthly checks? Our other payment options include:

- **Free automatic withdrawal** from your bank account (also called "ACH").
- **Online payments** (via our website).
- **Pay by phone** (using either our automated phone system or by speaking with a live Customer Care representative).

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

P 1000002 A-0578617036 04673020830000

L-10-M

✂ Detach Temporary Payment Coupon And Return With Payment ✂

### PAYMENT COUPON

EILEEN M ABAT  
432 ELDER COURT  
GLENVIEW IL 60025

Loan Number	[REDACTED]
First Payment Due Date:	08/01/2017
Monthly Payment Amount	\$ 1,070.84
Amount Enclosed:	\$

**Enter the amount enclosed, and mail your payment check with this coupon to:**

SHHELLPOINT MORTGAGE SERVICING  
P.O. BOX 740039  
CINCINNATI, OH 45274-0039

[REDACTED]  
0708488381  
L-10-M-A-0578617036

# EXHIBIT B



P.O. BOX 51850  
LIVONIA MI 48151-5850  
RETURN SERVICE REQUESTED



S-SFRECS20 L-0039 R-116  
P9E0JF00300374 - 566269005 101342  
EILEEN M ABAT  
432 ELDER COURT  
GLENVIEW IL 60025-4514

**Shellpoint**  
Mortgage Servicing

Phone Number: 866-316-4711  
Fax: 866-467-1137  
www.shellpointmtg.com  
Mon - Thurs: 8:00AM-10:00PM  
Fri: 8:00AM-10:00PM  
Sat: 8:00AM-3:00PM



Loan Number:	[REDACTED]
Principal Balance:	\$167,325.15
Deferred Balance:	\$0.00
Property:	5443 S INDIANA AVE APT CHICAGO, IL 60615

**VALIDATION OF DEBT NOTICE**

12/27/2018

Dear Mortgagor:

This is a Validation of Debt Notice that is required by the Fair Debt Collection Practices Act.

As of the date of this notice, the total amount of your debt is \$183,988.59. This amount consists of the following:

Current principal balance (includes any deferred principal balance)	\$	167,325.15
Current accrued unpaid interest (includes any deferred interest balance)	\$	10,580.93
Escrow advances	\$	1,966.86
Unpaid late fees and other charges	\$	4,115.67
Unapplied balance	\$	-0.02
<b>Total amount of your debt</b>	<b>\$</b>	<b>183,988.59</b>

Interest and other charges will continue to accrue on your debt, so the total will change after the date of this notice. Please call us at the phone number listed below for an updated total amount of your debt. You also can call us to find out the amount required to bring your debt current.

The name of the creditor to whom this debt is owed is New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing.

Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt, or any portion thereof, Shellpoint Mortgage Servicing ("Shellpoint") will assume the debt to be valid.

If you notify Shellpoint in writing within thirty (30) days after receipt of this notice that the debt, or any portion thereof, is disputed, Shellpoint will obtain verification of the debt and a copy of such verification will be mailed to you by Shellpoint.

Upon your written request within the thirty (30) day period, Shellpoint will provide you with the name and address of the original creditor, if different from the current creditor.

Send written correspondence to:

Shellpoint Mortgage Servicing  
P.O. Box 10826  
Greenville, SC 29603-0826

Our phone number: 866-316-4711

We are available Monday through Thursday 8:00AM-10:00PM, Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM EST.

For your benefit and assistance, there are government approved home ownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287.

**SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.**

P 1000001 A-0578617036 035170102J0400

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

EILEEN M. ABAT, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Cook County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Mohammed O. Badwan Sulaiman Law Group, Ltd. 2500 S. Highland Avenue, Suite 200, Lombard, IL 60148

DEFENDANTS

NEW PENN FINANCIAL, LLC d/b/a SHELLPOINT MORTGAGE SERVICING

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Debt Collection Practices Act ("FDCPA") under 15 U.S.C. §1692 et seq. Brief description of cause: Contacting Plaintiff on numerous occasions seeking to collect upon a debt.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 01/31/2019 SIGNATURE OF ATTORNEY OF RECORD s:/ Mohammed O. Badwan

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Shellpoint Mortgage Servicing Demanded Payment During Bankruptcy Proceedings](#)

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