

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
ABERDEEN DIVISION**

Sandra Cummings, individually, and on behalf of all of those similarly situated

Plaintiff,

v.

Wells Fargo, N.A, d/b/a Wells Fargo Home Mortgage; and Homeowner’s Mortgage of America, Inc., d/b/a Foundation Financial Group; and John and Jane Doe Defendants 1-5.

Defendants.

Cause No. \_\_\_\_\_

Class Action Complaint

Jury Trial Demanded

**COMPLAINT AND PETITION FOR PRELIMINARY INJUNCTION DURING  
THE PENDENCY OF THIS LITIGATION AND FOR PERMANENT  
INJUNCTIVE RELIEF**

THE PLAINTIFF, Sandra Cummings, individually, and on behalf of all of those similarly situated, files this class action Complaint and Petition for Injunctive Relief, and pleads as follows:

*JURY TRIAL DEMANDED*

**PARTIES**

1. The Petitioner, Plaintiff, and Class Representative, Sandra Cummings (“Ms. Cummings”), is a competent, adult, resident citizen of the State of Mississippi whose street address is 1200 Cummings Road, Eupora, MS 39744. She is the widow of George W. Cummings, deceased.

2. First-named Defendant, Wells Fargo, N.A., d/b/a Wells Fargo Home Mortgage, is a national banking corporation with its principal office address located in Sioux

Falls, South Dakota. Wells Fargo may be served with process through its registered agent with the Mississippi Secretary of State's Office: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211, or through its counsel of record in this matter.

3. Second-named Defendant, Homeowner's Mortgage of America, Inc., d/b/a Foundation Financial Group is a former Georgia for-profit corporate, formerly registered to conduct business in the state of Mississippi. Homeowner's Mortgage of America, Inc., has been dissolved.

4. Third-named Defendants, John and Jane Doe Defendants 1-5, are currently unknown, but identifiable, persons and business entities that are the successors in liability to Homeowner's Mortgage of America, Inc. Further, this group of Defendant also includes the sales agent who sold Ms. Cummings and her late husband the misrepresented mortgage loan that is at issue in this lawsuit. Finally, this group of Defendants includes any employees or agents of Wells Fargo or Homeowner's Mortgage of America, Inc., who are discovered to have individual liability for the wrongful acts pleaded in this Complaint.

### **JURISDICTION AND VENUE**

5. This Court possesses subject-matter jurisdiction over the claims made in this Complaint based upon federal-question jurisdiction under The Truth in Lending Act ("TILA"), 15 U.S.C. § 1601, *et seq.*, as amended, as well as the other questions of federal law presented in the claims of this Complaint.

6. This Court possesses personal jurisdiction over each of the Defendants in this action based upon their substantial and purposeful contacts with Mississippi, the forum state.

7. Venue for this dispute properly lies with this Court, as this litigation involves substantial alleged acts or omissions which occurred in Eupora, Webster County, Mississippi (among other locations, presumably), located within judicial district of the United States District Court for the Northern District of Mississippi, Aberdeen Division.

**REQUEST FOR CLASS CERTIFICATION UNDER FEDERAL RULE OF CIVIL PROCEDURE 23**

8. Ms. Cummings, on behalf of all of those similarly situated, seeks certification as the Class Representative for a class action lawsuit, under Rule 23 of the Federal Rules of Civil Procedure.

9. The classes sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with Ms. Cummings as the Class Representative, include, collectively, all of those customers of the Defendants who have suffered financial or hedonic harm by the deceptive, inaccurate, unsuitable (no ability to repay the mortgage-loans being originated), unconscionable, misrepresented, predatory, and not fully-disclosed mortgage loans originated, poorly-serviced, and unlawfully collected upon by the Defendants. Presumably, any individual who has been financially-injured by the business practices described in this Complaint is a potential member of one of the Rule 23 classes sought to be certified in this civil action, provisionally-defined, below.

10. The class(es) sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with Ms. Cummings as the Class Representative for the classes, respectively, are:

Nationwide Class One (TILA Class):

All of those persons in the United States who have suffered injuries as a result of the Defendants' failure to disclose the actual, and material, terms of the mortgage-loans being offered

(specifically: (1) failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; (2) failure to disclose the true term of the mortgage-loans; (3) failure to disclose the true interest rate of the mortgage loans; or (4) failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010) in violation of the Truth in Lending Act, as amended, from 2013-present.

Mississippi Sub-Class One (TILA Sub-Class):

All of those persons who reside, or have resided in the state of Mississippi, who have suffered injuries as a result of the Defendants' failure to disclose the actual, and material, terms of the mortgage-loans being offered (specifically, failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; failure to disclose the true term of the mortgage-loans; failure to disclose the true interest rate of the mortgage loans; and failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010) in violation of the Truth in Lending Act, as amended, from 2013-present.

Nationwide Class Two (FCRA Class):

All of those persons in the United States who have suffered injuries as a result of the Defendants' unlawful negative credit-reporting activities to any of the major credit reporting bureaus regarding any mortgage-loan account with the Defendants, as Mortgagees, in which the negative credit-reporting activities, in violation of the Fair Credit Reporting Act, were based, in whole or in part, on inaccurate statements regarding: (1) failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; (2) failure to disclose the true term of years of the mortgage-loans; (3) failure to disclose the true interest rate of the mortgage loans; (4) failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010; or (5) failure to properly service the mortgage-loan in accordance with the Dodd-Frank Act of 2010), from 2013-present.

Mississippi Sub-Class Two (FCRA Sub-Class):

All of those persons who reside, or have resided, in the state of Mississippi who have suffered injuries as a result of the Defendants' unlawful negative credit-reporting activities to any of the major credit reporting bureaus regarding any mortgage-loan account with the Defendants, as Mortgagees, in which the negative credit-reporting activities, in violation of the Fair Credit Reporting Act, were based, in whole or in part, on inaccurate statements regarding: (1) failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; (2) failure to disclose the true term of years of the mortgage-loans; (3) failure to disclose the true interest rate of the mortgage loans; (4) failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010; or (5) failure to properly service the mortgage-loan in accordance with the Dodd-Frank Act of 2010), from 2013-present.

Nationwide Class Three (RESPA Class):

All of those persons in the United States who have suffered injuries as a result of the Defendants' unlawful failure to provide the mandated RESPA or Integrated TILA/RESPA Disclosure Form(s) during the origination of their mortgage-loans, as required by the Real Estate Settlement Procedures Act and Reg X, as amended, from 2013-present.

Mississippi Sub-Class Three (RESPA Sub-Class):

All of those persons who reside, or have resided, in the state of Mississippi who have suffered injuries as a result of the Defendants' unlawful failure to provide the mandated RESPA or Integrated TILA/RESPA Disclosure Form(s) during the origination of their mortgage-loans, as required by the Real Estate Settlement Procedures Act and Reg X, as amended, from 2013-present.

Nationwide Class Four (FDCPA Class):

All of those persons in the United States who have suffered injuries as a result of the Wells Fargo's unlawful attempts to collect third-party mortgage-debt allegedly owed on Homeowner's Mortgage of America, Inc., mortgage-loan-

accounts, where the purported debts were not actually, and truly, owed, due to the Defendants': (1) failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; (2) failure to disclose the true term of years of the mortgage-loans; (3) failure to disclose the true interest rate of the mortgage loans; (4) failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010; or (5) failure to properly service the mortgage-loan in accordance with the Dodd-Frank Act of 2010), in violation of the Fair Debt Collection Practices Act, as amended, from 2013-present.

Mississippi Sub-Class Four (FDCPA Sub-Class):

All of those persons who reside, or have resided, in the state of Mississippi who have suffered injuries as a result of the Wells Fargo's unlawful attempts to collect third-party mortgage-debt allegedly owed on Homeowner's Mortgage of America, Inc., mortgage-loan-accounts, where the purported debts were not actually, and truly, owed, due to the Defendants': (1) failure to disclose the non-existence of credit life insurance as a part of these mortgage-loans; (2) failure to disclose the true term of years of the mortgage-loans; (3) failure to disclose the true interest rate of the mortgage loans; (4) failure to underwrite the origination of these mortgage-loans in accordance with Reg Z, as amended by the Dodd-Frank Act of 2010; or (5) failure to properly service the mortgage-loan in accordance with the Dodd-Frank Act of 2010), in violation of the Fair Debt Collection Practices Act, as amended, from 2013-present.

11. Ms. Cummings, as the prospective Class(es) Representative, and the prospective members of these proposed classes, under Federal Rule of Civil Procedure 23, have shared similar injuries, and have suffered from similar forms of financial injury as a sole and proximate result of the consumer abuses described in this Complaint. Specifically, Ms. Cummings, and the members of the proposed classes have suffered similar, common, and typical injuries caused by the Defendants' violations of the TILA (and Reg Z), the FCRA, the RESPA (and Reg X), and the FDCPA.

12. Specifically, as relates to the appropriateness of the proposed class certifications under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Defendants have acted and/or refused to act on grounds generally applicable to the class, making appropriate declaratory and injunctive relief with respect to Ms. Cummings, and the class(es) as a whole. The proposed class members are entitled to injunctive relief to end the Defendants' common, uniform, and unlawful mortgage-loan origination, servicing, and collection practices.

13. Further, the proposed classes are each so numerous that joinder would be impracticable. Although the precise number of members of the proposed classes is currently unknown, this number is far greater than can be feasibly addressed through joinder.

14. The class members of the proposed classes also share common questions of fact and law. Among these common questions of fact are law are: (1) whether the Defendants' mortgage-loan origination policies and practices, as described in this Complaint, are deceptive, predatory (no ability of the borrowers to repay the loans), unlawful, unconscionable, and fraudulent in their concealment of required disclosures of material information; (2) whether the Defendants' policies and practices, as described in this Complaint, violate the TILA, 15 U.S.C. § 1601 *et seq.*, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute); (3) whether the Defendants' policies and practices of negative credit-reporting-activities, as described in this Complaint, violate the FCRA, as amended; (4) whether the Defendants' mortgage-loan-origination disclosures, as described in this Complaint, violate the RESPA, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute, in conjunction

with the TILA, following the passage of the Dodd-Frank Act of 2010); (5) and whether the Wells Fargo's third-party debt-collection-activities, as described in this Complaint, violate the FDCPA, as amended; and (6) whether monetary damages, injunctive relief, and/or other equitable remedies for the classes are warranted.

15. Ms. Cummings, the proposed Class Representative, has suffered injuries, and has claims, that are typical of all customers (victims) of the unlawful, common, and uniform trade practices described in this Complaint.

16. Ms. Cummings, as the proposed Class Representative, along with her counsel, will fairly and adequately represent and protect the interests of the members of the classes.

### **FACTS**

17. Prior to his death, on March 23, 2017 George W. Cummings and his wife, Petitioner Sandra Cummings purportedly entered into a loan agreement with Defendant, Homeowner's Mortgage of America, Inc. (with payments to be made to Wells Fargo, based upon an allonge to this mortgage agreement), utilizing the property at 1200 Cummings Road as security.

18. At the time that the Defendants induced Ms. Cummings and her late husband, George Cummings, to enter into this (predatory) mortgage-loan, the Cummings were retired, their home was owned free and clear of any encumbrances to title, and they had to reasonable ability to repay the mortgage that was sold to them.

19. The salesman of this unsuitable and misrepresented mortgage-loan to the Cummings made the material representation, reasonably relied upon by the Cummings, that the proposed mortgage-loan would contain a credit-life-insurance provision that would pay



off the balance on the mortgage-note should either of the guarantors on that mortgage-note, Sandra or George Cummings, pass away prior to the (also misrepresented) term of the mortgage-loan.

20. Ms. Cummings, via the wrongful, unlawful, and tortious foreclosure activities initiated by Wells Fargo, beginning on or about July 2017, discovered that the material promise of the inclusion of credit-life-insurance in her, and her husband's, Homeowner's of America, Inc., mortgage-loan (serviced by Wells Fargo Home Mortgage), was not true. The discovery of misrepresentation has set forth Ms. Cummings' discovery of myriad of unlawful and tortious origination, servicing, and collection activities on the part of the Defendants to this Complaint.

21. The fact that credit-life-insurance was apparently not included in the mortgage-loan at issue in this lawsuit, as promised and represented by the Defendants, constitutes a breach of contract (warranting rescission of the mortgage-loan agreement and the corresponding deed of trust filed against Ms. Cummings' home), negligence, violations of the Truth in Lending Act, the Real Estate Settlement Procedures Act, and the wrongful collection and credit-reporting activities by Wells Fargo, including their foreclosure attempts, constitutes willful violations of the Fair Debt Collection Practices Act and the Fair Credit Reporting Act, as well as the tort of wrongful foreclosure under Mississippi law.

22. Further, the Defendants failed to provide the required disclosure forms under the Truth in Lending Act, and the Real Estate Settlement Procedures Act. Specifically, the disclosure form provided is not a TILA/RESPA compliant form; it did not accurately list the true term of this mortgage-loan (30 years, as opposed to 15 years, which is what the

grossly-inadequate disclosure form provided by the Defendants lists); it did not list the inclusion of the promised credit-life-insurance endorsement to this mortgage-loan agreement; and it misstated the conditions of forced-placed homeowner's insurance, intentionally abused by the Defendants to unlawfully gin additional profits on this loan, that apply to this consumer home loan mortgage.

23. The Defendants have also mishandled and mis-serviced the Cummings mortgage-note, in violation of the requirements of the Dodd-Frank Act of 2010, as it relates to the application of payments from the Cummings' mortgage-escrow-account to their first-party, and then forced-placed, homeowner's insurance carrier.

24. According to Exhibit "H" of Wells Fargo's [ECF Doc. No. 16] Memorandum in Support of its Response in Opposition to Ms. Cummings' (now-withdrawn) Motion to Remand Case:

"Your account has had large shortages since it was first analyzed in August of 2012. Payment was made from your escrow account in the amount of \$3,372 in May of 2012 for the homeowner's policy through QBE. That policy was canceled due to underwriting and you then obtained a policy through Foremost. Payment was also made from your escrow for that policy in the amount of \$3,888.00 in July 2012. No refund was received and posted to escrow after the QBE policy was canceled, so the duplicate payments caused a large shortage, [sic] the shortages were also spread over a longer period than the standard 12 months therefore the shortages are affecting the payments year after year.

Payments were made to renew the Foremost policy in July 2013, July 2014 and July 15, then there was a midterm change to a new policy through MS Farm Bureau in February 2016. Payment was made from escrow for that policy, as well, but no refund has been received for the prior policy through Foremost.

We called the agency and they confirmed that the only payment received for the MS Farm Bureau policy was the one disbursed from escrow in February 2016. No payment has been received from you.

Please review your current payment collection:

Principal and Interest: \$593.99

FHA Insurance: \$108.65

County taxes: \$60.42

Hazard insurance: \$278.00  
Shortage: \$156.18  
**TOTAL: \$1,197.24**

Based on our research, we've determined your account was handled appropriately and no adjustments are needed."

25. Ms. Cummings disputes the assertions contained in Ex. H to Wells Fargo's [16] Memorandum Brief, and further pleads that Wells Fargo has knowingly forced-placed unnecessary and grossly-overpriced homeowner's insurance on her property, for the purpose of unlawful financial gain, that has, at least in part, caused the alleged "default" under her (predatory, misrepresented, and unlawful) mortgage-loan.

26. Then, Ms. Cummings, via correspondence of July 11, 2017, received a **"NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT"** from representatives of Wells Fargo relative to the 1200 Cummings Road property presently being utilized as the primary home location and property of Petitioner Cummings, as the widow of George W. Cummings, deceased. A copy of the **"NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT"** is attached hereto and made a part hereof as Exhibit "A".

27. Next, on August 9, 2017, and again on August 22, 2017, Ms. Cummings' attorney contacted the representatives (attorneys) of Wells Fargo Bank to provide the Defendants with actual notice of Ms. Cummings lender liability claims, as pleaded in this Complaint. A true and correct copy of these letters are attached to this Complaint as Collective Exhibit "B". Coll. Ex. B outlines the requests/demands made by under applicable law, as further pleaded in this Complaint.

28. Next, counsel for Ms. Cummings, received no less than five (5) letters from Wells Fargo Home Mortgage advising and assuring that a response would be forthcoming as to the initial request by and on behalf of Ms. Cummings and the deceased, George W. Cummings. These responses and alleged deadline dates for said response are attached, and incorporated, to this Complaint as Collective Exhibit “C”.

29. It is without question and dispute, that the alleged “lender(s)” named as Defendants in this lawsuit, Wells Fargo Bank, NA and/or Homeowner’s Mortgage of America, Inc., failed to comply with the clear and specific dictates of MCA §81-18-55 (Mississippi S.A.F.E. Mortgage Act) particularly subsection (1)(f) in failing to mail, at least forty-five (45) days before the power of sale foreclosure action is conducted, a notice, with proper compliance, addressed to the borrower at the borrower’s last known address with specific information outlined in said **MANDATORY** statute as cited. A true and correct copy of the applicable statute involved herein is attached, and incorporated, to this Complaint as Exhibit “D”.

30. Further, extremely important to this Court’s consideration is the language contained in the introductory paragraph of MCA §81-18-55(1), where the failure to comply with the **MANDATES** of this statute **SHALL** be **UNLAWFUL** in the course of any residential mortgage loan transaction. This clearly applies to the forty-five (45) day deadline set by said statute to comply prior to the power of sale foreclosure auction and its conduction which has clearly been violated by purported foreclosing entity, Wells Fargo Bank, NA herein. A true and correct copy of this specific language contained in the statute herein, is attached, and incorporated, to this Complaint as Exhibit “E”.

31. Moreover, Petitioner Cummings asserts that she has a meritorious claim/claims relating to the loan as issue based, at minimum, on the following claims:

- (a) fraudulent misrepresentation and/or omissions;
- (b) constructive fraud;
- (c) fraudulent inducement;
- (d) fraudulent deceit;
- (e) fraudulent conveyance;
- (f) rescission and cancellation;
- (g) injunction;
- (h) accounting; and
- (i) unjust enrichment.

32. Further, Petitioner Cummings is asserting certain additional claims, at minimum, which include, but are not limited to, the following:

- (a) breach of implied conveyance of good faith and fair dealing;
- (b) negligence;
- (c) violation of MCA §81-19-1 – Consumer Loan Broker Act;
- (d) infliction of emotional distress;
- (e) violation of the clear dictates of MCA §81-18-55 and particularly MCA §81-18-55(1)(f);
- (f) violations of the Truth in Lending Act, as amended (including Reg Z, as amended); specifically, violations of the TILA mandatory disclosure requirements regarding the existence (or non-existence) of credit-life insurance as a part of the

underlying mortgage-loan in this dispute, and for the TILA Class Members; and violations of the TILA requirements for ability-to-repay and suitability of loan-product underwriting, as required by the Dodd-Frank Act of 2010;

(g) violations of the Real Estate Procedures Settlement Act, as amended (including Reg Z, as amended), for failing to provide the required RESPA (or RESPA/TILA Integrated) disclosure forms at the time of origination of the underlying mortgage-loan at issue in Ms. Cummings' individual claims in this matter;

(h) willful and systemic violations of the Fair Debt Collection Practices Act, as amended (for the unlawful collection activities of Wells Fargo, as described in this Complaint);

(i) willful and systemic violations of the Fair Credit Reporting Act, as amended (for the unlawful credit-reporting-activities of the Defendants, as described in this Complaint); and

(j) the Mississippi state law tort of wrongful foreclosure.

33. Petitioner Cummings asserts further extra contractual damages, including punitive damages, as a result of Wells Fargo Bank, NA and its agents and/or representatives acting in a manner showing a wanton and reckless disregard for the rights of Ms. Cummings and her late husband, George W. Cummings;

34. Therefore, it is without question that if immediate, albeit temporary, and thereafter injunctive, relief is not granted by this Court, in the form of a Preliminary Injunction to remain in place during the pendency of this litigation, then immediate and continuing irreparable injury, loss and/or damages will result to Petitioner Cummings, both

monetarily as well as the loss of her home/residential property located at 1200 Cummings Road, Eupora, MS;

35. In addition to the **MANDATE** required under MCA §81-18-55 and particularly subsection (1)(f) contained thereunder, as well as further evidence and argument to be presented to this Court, that if a temporary restraining order is not granted, then immediate and continuing irreparable injury, loss and/or damage will result to Ms. Cummings, as outlined above. This is particularly the case as it relates to the loss of, and eviction from, Ms. Cummings' home via what would be a wrongful and unlawful foreclosure.

**BASED UPON THE ABOVE FACTS AND PLEADED CAUSES OF ACTION**, Ms. Cummings make demand for the following relief from this Court:

1. That any bond requirements for Petitioner Cummings be waived, particularly in light of Respondent Wells Fargo Bank, NA's alleged security interest in the property at issue as protected by its alleged instruments, including Deed or Deeds of Trust;

2. That a Temporary Restraining Order cancelling and terminating Respondent Wells Fargo Bank, N.A's foreclosure activities against Ms. Cummings, during the pendency of this litigation, to be immediately served upon Wells Fargo and its attorneys;

3. Following the expiration of the Temporary Restraining Order, already granting by the Circuit Court of Webster County, Mississippi (prior to Wells Fargo removing this dispute to this forum), and with reasonable and adequate notice to the Defendants, the Court schedule and consider preliminary injunctive relief from Respondent Wells Fargo

Bank, NA's foreclosure efforts as against Ms. Cummings, by and pursuant to Mississippi Rules of Civil Procedure 65(b);

4. Ms. Cummings further makes demand, based upon the causes of action pleaded above, individually, as a Class Representative, for the following:

- a. that this action be certified as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiff as representative of the Classes, and Plaintiff's counsel as counsel for the Classes;
- b. that the conduct herein be declared, adjudged and decreed to be unlawful;
- c. award Plaintiff and members of the Classes appropriate relief, including actual damages, statutory damages, treble damages, punitive damages, and restitutionary disgorgement;
- d. award all costs of prosecuting the litigation, including expert fees;
- e. award pre-and post-judgment interest on all money damages awarded by the jury at trial;
- f. award attorneys' fees; and
- g. grant such additional relief as this Court may deem just and proper.

#### **DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff formally demands a trial by jury as to all claims in this action.

Dated: April 20, 2018

Respectfully submitted,

SANDRA CUMMINGS  
*Plaintiff and Class Representative*

By: /s/ Macy D. Hanson



Macy D. Hanson  
Tom P. Calhoun, III  
(Attorneys for the Plaintiff and Class  
Members)

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Wells Fargo Induced Retired Couple into Predatory Mortgage Loan](#)