

JAMES ELLIS and DARRYL ELLIS,
Individually and on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC d/b/a MR
COOPER,

Defendant.

Case No.: 19-cv-661

CLASS ACTION COMPLAINT

Jury Trial Demanded

1. This class action seeks redress for collection practices that violate the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* (the “EFTA”), the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.* (“RESPA”), and common law principles of contract law.

2. The court has subject matter jurisdiction to grant the relief sought by the Plaintiff pursuant to 12 U.S.C. § 2614, 15 U.S.C. § 1693m, and 28 U.S.C. §§ 1331, 1337, and 1367. The court also has original jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1331(d) because this is a class action in which: (1) there are more than one hundred (100) members in the proposed class; (2) various members of the proposed class are citizens of states different from where Defendants are citizens; and (3) the amount in controversy, exclusive of interest and costs, exceeds \$5,000,000.00 in the aggregate.

Case 2:19-cv-00661-NJ Filed 05/06/19 Page 1 of 17 Document 1

PARTIES

4. Plaintiffs James Ellis and Darryl Ellis are a married couple who reside together in the Eastern District of Wisconsin (Milwaukee County).

5. Each plaintiff is a “consumer” as defined in the EFTA, 15 U.S.C. § 1693a(6), in that each plaintiff is a natural person.

6. Each plaintiff is also a “sender” as defined in Regulation E, 12 C.F.R. § 1005.30(g), in that each plaintiff is a consumer who requested a remittance transfer provider to send a remittance transfer to a designated recipient.

7. Each plaintiff is also a “borrower” as used in RESPA, 12 U.S.C. § 2605, in that Defendant is authorized to engage or purports to be authorized to engage in the servicing of Plaintiff’s federally related mortgage loan.

8. Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper (“Nationstar”) is a foreign limited liability company with its principal offices located at 8950 Cypress Waters Boulevard, Dallas, Texas 75019.

9. Nationstar does business under the fictitious or trade name “Mr. Cooper.”

10. Nationstar is one of the largest mortgage servicers in the United States. *See, e.g.,* <https://www.housingwire.com/articles/42231-big-banks-release-their-hold-on-mortgage-servicing-industry> (accessed April 24, 2019) (“The largest non-bank servicer, Nationstar Mortgage, which now does business as Mr. Cooper, continued its acquisition activity through the year, growing 7.6% over the year, according to Fitch’s report.”)

11. Nationstar is a designated payee as used in the EFTA, 15 U.S.C. § 1693e(b), in that Nationstar initiated and received electronic fund transfers from Plaintiffs’ account that were preauthorized or purportedly preauthorized.

12. Nationstar is also a “servicer” as that term is used in RESPA, 12 U.S.C. § 2605, in that Nationstar was responsible for servicing a federally related mortgage loan.

FACTS

13. On or about August 26, 2016, Plaintiffs “closed” on the purchase of their home at 6200 West Pierner Place, Brown Deer, Wisconsin 53223. The loan was a Federal Housing Administration (“FHA”) insured loan.

14. Shortly after closing, the servicing rights for Plaintiffs’ mortgage loan were transferred to Pacific Union Financial, LLC (“PUF”).

15. Shortly after the servicing rights for the Plaintiffs’ mortgage loan were transferred to PUF, Plaintiffs requested that PUF set up budget bi-weekly drafting in a manner consistent with their income.

16. On November 10, 2016, PUF mailed Plaintiffs a letter to inform them that their request for “Budget bi-weekly drafting” has been processed. A copy of this letter is attached to this complaint as Exhibit A.

17. Exhibit A states:

Dear James W Ellis and Darryl Darvi Ellis :

Your request to set up Budget bi-weekly drafting for your mortgage loan has been processed. Please review the information below for accuracy and contact us immediately if changes or corrections are necessary.

Mortgage Loan Number	██████████6239
Current Monthly Payment Amount	\$ 1,420.79
Beginning Draft Date	11-11-2016

In order for the Budget biweekly drafting to begin, your mortgage loan must be due for December 2016 prior to the initial draft date.

One-half of your regular monthly payment will draft on 11-11-2016 and every 14-days thereafter. Drafting must begin at least 21-days prior to the next payment due date. We will only draft your account provided your loan is paid one month ahead.

18. Consistent with this “Budget bi-weekly drafting” authorization, PUF received electronic funds transfers from Plaintiffs’ Chase Total Checking account ending in 2973 every 14 days.

19. The “Budget bi-weekly drafting” authorized PUF to withdraw money electronically from Plaintiffs’ checking account at Chase Bank at regular intervals. It is an “electronic fund transfer” pursuant to 15 U.S.C. § 1693a(7) and a “preauthorized electronic fund transfer” pursuant to 15 U.S.C. § 1693a(10).

20. Each payment was in the amount of one half of Plaintiffs’ monthly mortgage payment, and payments occurred every other Friday. For example, PUF received electronic funds transfers in the amount of \$712.56 on December 21, 2018 and January 4, 2019. A copy of the account statement for Plaintiffs’ Chase Total Checking account covering the period between December 15, 2018 and January 15, 2019, which reflects these December 21, 2018 and January 4, 2019 transfers, is attached to this complaint as Exhibit B.

21. The payments scheduled for January 18, 2019 and February 1, 2019 were also made as expected through the preauthorized electronic funds transfer.

22. On or about February 8, 2019, Defendant mailed a “Re: Transfer of Servicing of your mortgage from Pacific Union Financial, LLC” letter to Plaintiffs, informing them of the “great news” that “[t]he servicing of your mortgage with Pacific Union Financial, LLC ... has been transferred to Mr. Cooper.” A copy of this letter is attached to this complaint as Exhibit C.

23. As Plaintiffs had made a payment on February 1, 2019, the next scheduled payment, which would have been the first payment after servicing rights were transferred to Mr. Cooper, was scheduled for February 15, 2019.

24. Plaintiffs did not execute a modification or agree to modify the terms of the existing “Budget bi-weekly drafting” authorization agreement that they had entered with PUF, and pursuant to which PUF had been making electronic funds transfers for more than two years.

25. Indeed, upon information and belief, Plaintiffs’ mortgage servicing rights were “transferred” from PUF to Defendant through Defendant’s purchase and acquisition of PUF outright. <https://www.housingwire.com/articles/48097-mr-cooper-acquires-pacific-union-financial> (accessed: April 24, 2019).

26. Plaintiffs first learned that servicing rights had been transferred from PUF to Defendant when they received the February 8, 2019 “Re: Transfer of Servicing” letter.

27. Upon information and belief, neither PUF nor Defendant mailed Plaintiffs notice that the servicing rights for the mortgage would be transferred prior to the transfer of those servicing rights from PUF to Defendant.

28. When Plaintiffs’ mortgage was transferred, the account number changed from the PUF Account Number ending in 6239 to a Mr. Cooper Loan Number ending in 2322.

29. Plaintiffs had no opportunity to contact Defendant prior to servicing to discuss the “Budget bi-weekly drafting” authorization agreement that Plaintiffs had entered with PUF and ensure that Defendant would honor that agreement would not make any mistakes in automatic withdrawals.

30. Plaintiffs had no opportunity to contact their depository financial institution from which the “Budget bi-weekly drafting” was made to ensure that this institution was aware that Plaintiffs’ prior agreement with PUF was still effective, and the amount and timing of each withdrawal was not supposed to change.

31. Notwithstanding that Plaintiffs did not execute a modification or agree to modify the terms of the existing “Budget bi-weekly drafting” authorization agreement and that Plaintiffs’ payment was scheduled for Friday, February 15, 2019, Defendant initiated an unauthorized electronic funds transfer from Plaintiffs’ checking account on Monday, February 11, 2019.

32. The unauthorized February 11, 2019 withdrawal caused Plaintiffs’ checking account to be overdrawn, incurring a \$34.00 overdraft fee.

33. James Ellis contacted Defendant through its “Secure Message Center” on February 11, 2019 to inform Defendant that this was “a big mistake” that had caused a \$712.54 overdraft because the existing arrangement with PUF was for automated payments “every other week on Friday,” and to ask why the funds transfer was initiated several days early. Defendant responded to this contact by informing Plaintiffs that it would correct the problem and issued Plaintiffs a \$34.00 remittance to cover the \$34.00 fee that Chase Bank imposed as a result of the overdraft. A copy of the “Secure Message Center” inquiry and response is attached to this complaint as Exhibit D.

34. On or about February 13, 2019, Defendant mailed a “Notice of Servicing Transfer” letter to Plaintiffs. A copy of this letter is attached to this complaint as Exhibit E.

35. Exhibit E contains the following:

NOTICE OF SERVICING TRANSFER

Dear JAMES W ELLIS and DARRYL DARVI ELLIS,

The servicing of your mortgage loan is being transferred, effective 02/04/19. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Exhibit E.

36. Exhibit E informed Plaintiffs that, after February 4, 2019, “a new servicer will be collecting your mortgage loan payments from you” and that “[n]othing else about your mortgage loan will change.”

37. On or about February 19, 2019, Defendant mailed Plaintiffs a check in the amount of \$34.00 to cover the overdraft fee Plaintiffs incurred as a result of the unauthorized transfer Defendant initiated on February 11, 2019. A copy of the February 19, 2019 Remittance Advice slip attached to the check is attached to this complaint as Exhibit F.

38. Notwithstanding Defendant’s assurances that it would correct the problem and initiate the bi-weekly electronic funds transfers every other Friday pursuant to Plaintiffs existing agreement with PUF, Defendant did not correct the problem.

39. On March 18, 2019, Defendant initiated the transfer for the payment scheduled for March 15, 2019.

40. On April 1, 2019, Defendant initiated the transfer for the payment scheduled for March 29, 2019.

41. Neither the March 18, 2019 nor April 1, 2019 payments directly resulted in an overdraft.

42. However, on April 2, 2019, the day after Defendant initiated the transfer for the payment scheduled for March 29, 2019, Defendant initiated another unauthorized electronic funds transfer, this time in the amount of \$1,469.77.

43. Upon information and belief, the April 2, 2019 transfer amount, \$1,469.77, was one full month’s mortgage payment. Defendant had no authorization or basis for initiating this transfer, and had no authorization or basis for initiating any transfers, electronic or otherwise, in the amount of \$1,469.77.

44. The unauthorized electronic funds transfer on April 2, 2019 caused a ripple effect whereby Plaintiffs incurred at least three overdraft fees, each in the amount of \$34.00.

45. Further, when Plaintiffs informed Defendant that the April 2, 2019 transfer was unauthorized and had caused Plaintiffs to incur at least three overdraft fees, Defendant refunded just \$770.00, essentially the amount of *half* of the unauthorized transfer, plus one \$34.00 overdraft fee.

46. However, Defendant should never have made the transfer, and should have refunded all, rather than half, of the unauthorized transfer because Defendant had just receipted the payment scheduled for March 29, 2019, and thus had no basis for initiating a transfer in *any amount* on April 2, 2019.

The EFTA

47. The purpose of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693, *et seq.*, is “to provide a basic framework establishing the rights, liabilities, and responsibilities of participants in electronic fund and remittance transfer systems. The primary objective of this subchapter, however, is the provision of individual consumer rights.” 15 U.S.C. § 1693(b).

48. “Electronic funds transfer” is defined as “any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.” 15 U.S.C. § 1692a(7).

49. A “preauthorized electronic fund transfer” is defined as “an electronic fund transfer authorized in advance to recur at substantially regular intervals.”

50. 15 U.S.C. § 1693e(b) provides that “in the case of preauthorized transfers from a consumer’s account to the same person which may vary in amount, the financial institution or

designated payee shall, prior to each transfer, provide reasonable advance notice to the consumer, in accordance with regulations of the Bureau, of the amount to be transferred and the scheduled date of the transfer.”

RESPA

51. Congress passed the Real Estate Settlement Procedures Act (“RESPA”) in 1974 to protect homeowners by assisting them in becoming better educated while shopping for real estate services, and eliminating kickbacks and referral fees, which add unnecessary costs to settlement services.

52. RESPA requires lenders and others involved in mortgage lending to provide borrowers with pertinent and timely disclosures regarding the nature and costs of a real estate settlement process.

53. Congress has also authorized the Consumer Financial Protection Bureau (“CFPB”) to promulgate RESPA’s implementing rules and regulations, including the rules codified in 12 C.F.R. § 1024 (“Regulation X”).

54. Congress has authorized a private right of action for violations of RESPA, including violations of Regulation X. 12 U.S.C. §§ 2605(f); 2605(k)(E); 2614.

55. 12 U.S.C. § 2605(k)(C) states that a servicer of a federally related mortgage shall not “fail to take timely action to respond to a borrower’s requests to correct errors relating to allocation of payments, final balances for purposes of paying off the loan, or avoiding foreclosure, or other standard servicer’s duties.”

56. 12 C.F.R. § 1024.33 states:

(b) Notices of transfer of loan servicing

(1) Requirement for notice. Except as provided in paragraph (b)(2) of this section, each transferor servicer and transferee servicer of any mortgage loan shall provide to the borrower a notice of transfer for any assignment, sale, or transfer of the servicing of the mortgage loan. The notice must contain the information described in paragraph (b)(4) of this section. Appendix MS-2 of this part contains a model form for the disclosures required under this paragraph (b).

(2) Certain transfers excluded.

(i) The following transfers are not assignments, sales, or transfers of mortgage loan servicing for purposes of this section if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due:

...

(3) Time of notice

(i) In general. Except as provided in paragraphs (b)(3)(ii) and (iii) of this section, the transferor servicer shall provide the notice of transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage loan. The transferee servicer shall provide the notice of transfer to the borrower not more than 15 days after the effective date of the transfer. The transferor and transferee servicers may provide a single notice, in which case the notice shall be provided not less than 15 days before the effective date of the transfer of the servicing of the mortgage loan.

COUNT I – EFTA

57. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

58. The electronic funds transfer authorization that Plaintiffs entered with PUF authorized the servicer of Plaintiffs' mortgage loan to initiate electronic funds transfers on a bi-weekly basis every other Friday, and in the amount of half of the monthly mortgage payment.

59. 15 U.S.C. § 1693e(b) provides that, "in the case of preauthorized transfers from a consumer's account to the same person which may vary in amount, the financial institution or

designated payee shall, prior to each transfer, provide reasonable advance notice to the consumer, in accordance with regulations of the Bureau, of the amount to be transferred and the scheduled date of the transfer.”

60. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2019 that were not consistent with the electronic funds authorization that Plaintiffs entered with PUF.

61. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2109 without providing reasonable advance notice to Plaintiffs of the amount to be transferred and the scheduled date of the transfer.

62. As a result of these unauthorized transfers, Plaintiffs suffered damages including but not limited to overdraft fees and emotional distress from their checking account being overdrawn and having to demand Defendant correct its errors.

63. Defendant violated 15 U.S.C. §§ 1693e(b).

COUNT II – RESPA

64. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

65. The electronic funds transfer authorization that Plaintiffs entered with PUF authorized the servicer of Plaintiffs’ mortgage loan to initiate electronic funds transfers on a bi-weekly basis every other Friday, and in the amount of half of the monthly mortgage payment.

66. 12 U.S.C. § 2605(k)(1)(C) states that a servicer of a federally related mortgage shall not “fail to take timely action to respond to a borrower’s requests to correct errors relating to allocation of payments, final balances for purposes of paying off the loan, or avoiding foreclosure, or other standard servicer’s duties.”

67. Plaintiffs requested that Defendant correct its erroneous withdrawals. Exhibit D.

68. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2019 that were not consistent with the electronic funds authorization that Plaintiffs entered with PUF.

69. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2019 without providing reasonable advance notice to Plaintiffs of the amount to be transferred and the scheduled date of the transfer.

70. Defendant did not timely refund Plaintiffs for the unauthorized April 2, 2019 transfer or compensate Plaintiffs for the consequential damages arising from that unauthorized transfer.

71. Obtaining authorization to initiate electronic funds transfers and properly allocating payments are standard servicer's duties.

72. Defendant violated 12 U.S.C. §§ 2605(k)(C).

COUNT III -- RESPA

73. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

74. When PUF transferred the servicing rights for Plaintiffs' mortgage to Defendant, Defendant changed or purported to change the mortgage's payee, account number, and amount of payment due.

75. PUF had a duty to provide Plaintiffs with a Notice of Transfer of Loan Servicing no less than fifteen days prior to the effective date of the transfer of servicing rights.

76. Neither Defendant nor PUF provided Plaintiffs with a Notice of Transfer of Loan Servicing at least fifteen days before the effective date of the transfer of servicing rights from PUF to Defendant.

77. PUF merged into Plaintiff when Defendant purchased PUF outright and acquired all of PUF's assets, and Defendant is PUF's successor.

78. Plaintiffs have suffered undue harm because of PUF and Defendant's failure to provide a Notice of Transfer of Loan Servicing prior to the effective date of the transfer, which has resulted in repeated improper and unauthorized electronic funds transfers.

79. Defendant violated 12 U.S.C. § 2605(k)(E) and 12 C.F.R. § 1024.33(b).

COUNT IV – Breach of Contract

80. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

81. Plaintiffs and PUF executed an electronic funds transfer authorization agreement.

82. Defendant purchased and acquired all of PUF's assets, including the right to service Plaintiffs' mortgage.

83. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2019 that were not consistent with the electronic funds authorization that Plaintiffs entered with PUF.

84. Defendant initiated electronic funds transfers on February 11, 2019 and April 2, 2109 without providing reasonable advance notice to Plaintiffs of the amount to be transferred and the scheduled date of the transfer.

85. Defendant did not timely refund Plaintiffs for the unauthorized April 2, 2019 transfer or compensate Plaintiffs for the consequential damages arising from that unauthorized transfer.

86. Obtaining authorization to initiate electronic funds transfers and properly allocating payments are standard servicer's duties.

87. Defendant did not honor Plaintiffs' electronic funds transfer authorization agreement.

88. Plaintiffs suffered damages as a result of the breach.

COUNT V – Unjust Enrichment

89. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

90. Defendants acted unlawfully, unfairly, and deceptively.

91. As a result of Defendants' unlawful, unfair, and deceptive conduct, Plaintiffs paid unauthorized amounts, and made premature payments.

92. Defendants obtained a benefit as a result of their unlawful, unfair, and deceptive conduct in the form of the unauthorized and premature payments.

93. Under principles of equity and good conscience, Defendants should not be permitted to retain revenue that it acquired by virtue of its unlawful conduct. All funds, revenue, and benefits received by Defendant rightfully belong to Plaintiff and those similarly situated.

CLASS ALLEGATIONS

94. Plaintiff brings this action on behalf of four Classes.

95. Class I ("Nationwide Notice of Transfer Letter Class") consists of:

(a) all natural persons in the United States of America, (b) whose mortgage loan servicing rights were transferred from PUF to Defendant, (c) and to whom neither PUF nor Defendant mailed a “Notice of Transfer of Servicing Rights” letter at least fifteen (15) days prior to the effective date of the transfer.

96. Class II (“Wisconsin Notice of Transfer Letter Class”) consists of:

(a) all natural persons in the State of Wisconsin, (b) whose mortgage loan servicing rights were transferred from PUF to Defendant, (c) and to whom neither PUF nor Defendant mailed a “Notice of Transfer of Servicing Rights” letter at least fifteen (15) days prior to the effective date of the transfer.

97. Class III (“Nationwide Unauthorized Funds Transfer Class”) consists of:

(a) all natural persons in the United States of America, (b) whose mortgage loan servicing rights were transferred to Defendant (c) and who had executed an electronic funds transfer authorization with their prior servicer (d) and from whom Defendant initiated electronic funds transfers that were inconsistent with the prior existing electronic funds transfer authorization executed with the prior servicer.

98. Class IV (“Wisconsin Unauthorized Funds Transfer Class”) consists of:

(a) all natural persons in the State of Wisconsin, (b) (b) whose mortgage loan servicing rights were transferred to Defendant (c) and who had executed an electronic funds transfer authorization with their prior servicer (d) and from whom Defendant initiated electronic funds transfers that were inconsistent with the prior existing electronic funds transfer authorization executed with the prior servicer.

99. The “Class Period” for Class I dates back to the longest applicable statute of limitations for any claims asserted on behalf of Class I from the date this action was commenced and continues through the date this action was commenced.

100. The “Class Period” for Class II dates back to the longest applicable statute of limitations for any claims asserted on behalf of Class II from the date this action was commenced and continues through the date this action was commenced.

101. Each Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each Class.

102. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common questions are whether Defendant complied with the EFTA, RESPA, and state contract law.

103. Plaintiffs' claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

104. Plaintiffs will fairly and adequately represent the interests of the Class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

105. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

106. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Class and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) punitive damages;
- (d) injunctive relief;
- (e) attorneys' fees, litigation expenses and costs of suit; and
- (f) such other or further relief as the Court deems proper.

Dated: May 6 2019

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com

EXHIBIT A

November 10, 2016

James W Ellis
Darryl Darvi Ellis
6200 W Pierner Pl
Brown Deer, WI, 53223

Loan Number: [REDACTED] 6239

Dear James W Ellis and Darryl Darvi Ellis :

Your request to set up Budget bi-weekly drafting for your mortgage loan has been processed. Please review the information below for accuracy and contact us immediately if changes or corrections are necessary.

Mortgage Loan Number	[REDACTED] 6239
Current Monthly Payment Amount	\$ 1,420.79
Beginning Draft Date	11-11-2016

In order for the Budget biweekly drafting to begin, your mortgage loan must be due for December 2016 prior to the initial draft date.

One-half of your regular monthly payment will draft on 11-11-2016 and every 14-days thereafter. Drafting must begin at least 21-days prior to the next payment due date. We will only draft your account provided your loan is paid one month ahead.

Please check with your financial institution 5 - 7 business days after your initial draft date to ensure your account was debited properly. If there are any problems with this first draft, please contact us immediately.

Should adequate funds not be available in the account at the time of the draft, you may incur a non-sufficient funds fee with us and with your financial institution, as well as a potential late charge assessment.

If you have any questions, please contact our Customer Relations Department at 1-877-516-7998, Monday - Thursday 8:30 am - 6:30 pm and Friday 8:30 am - 5:30 pm CT. You may also send us an email via our secure website, www.pacificunionfinancial.com.

Sincerely,

Customer Relations

DF004 MB1

Exhibit B



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

December 15, 2018 through January 15, 2019

Account Number: [REDACTED] 2973

00021818 DRE 121 211 01619 NNNNNNNNNN 1 000000000 10 0000

JAMES W ELLIS
6200 W PIERNER PL
BROWN DEER WI 53223-1528

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



We are clarifying the fee for incoming wires

On March 17, 2019, we're updating the document explaining our Additional Banking Services and Fees to clarify that the fee for an incoming wire is \$0 if it is sent from another Chase account with the help of a Chase banker or through chase.com or the Chase Mobile® app.

As a reminder, our standard fee to receive a wire is \$15, however, some of our products do not charge this fee.

Please call the number on this statement if you have any questions.

CHECKING SUMMARY

Chase Total Checking

	AMOUNT
Beginning Balance	\$0.38
Deposits and Additions	3,366.48
ATM & Debit Card Withdrawals	-926.71
Electronic Withdrawals	-2,403.28
Fees	-34.00
Ending Balance	\$2.87

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/20	[REDACTED]	
12/20	[REDACTED]	
12/20	[REDACTED]	
12/20	[REDACTED]	
12/20	[REDACTED]	
12/20	[REDACTED]	
12/20	[REDACTED]	
12/21	[REDACTED]	
12/21	[REDACTED]	
01/04	[REDACTED]	
Total Deposits and Additions		\$3,366.48



December 15, 2018 through January 15, 2019

Account Number: [REDACTED] 2973

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/18		
12/18		
12/21		
12/21		
12/24		
12/27		
12/27		
01/04		
01/04		
01/07		
01/07		
01/07		
01/14		
Total ATM & Debit Card Withdrawals		\$926.71

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/21	Pacific Union Mort Pmt PPD ID: 31345	\$712.56
01/04	Pacific Union Mort Pmt PPD ID: 31345	712.56
Total Electronic Withdrawals		\$2,403.28

FEES

DATE	DESCRIPTION	AMOUNT
12/31	Insufficient Funds Fee For A \$165.00 Item - Details: Discover E-Payment 6126 Web ID: 2510020270	\$34.00
Total Fees		\$34.00

A monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have direct deposits totaling \$500.00 or more**
(Your total direct deposits this period were \$3,341.20. Note: some deposits may be listed on your previous statement)
- **OR, keep a minimum daily balance in this checking account of \$1,500.00 or more**
(Your minimum daily balance was -\$185.36)
- **OR, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more**
(Your average daily balance of qualifying linked deposits and investments was \$113.50)

OVERDRAFT AND RETURNED ITEM FEE SUMMARY

	Total for This Period	Total Year-to-date
Total Overdraft Fees *	\$34.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

* Total Overdraft Fees includes Insufficient Funds Fees, and Extended Overdraft Fees



December 15, 2018 through January 15, 2019

Account Number: [REDACTED] 2973

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC





December 15, 2018 through January 15, 2019

Account Number: [REDACTED] 2973

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Exhibit C



8950 Cypress Waters Blvd.
Coppell, TX 75019

**Re: Transfer of servicing of your mortgage from
Pacific Union Financial, LLC**



James Ellis
Darryl Ellis
6200 W Pierner Pl
Brown Deer WI 53223-1528

VISIT US ONLINE
www.mrcooper.com/welcome
At your service 24/7

DATE
February 8, 2019

CUSTOMER SERVICE
877-289-0500
Mon - Thurs: 7 a.m. - 8 p.m. (CT)
Friday: 7 a.m. - 7 p.m. (CT)
Saturday: 8 a.m. - 12 p.m. (CT)

LOAN NUMBER
[REDACTED] 2322

Dear James and Darryl,

I have great news. The servicing of your mortgage with Pacific Union Financial, LLC, account ending in 6239, for the property located at 6200 W Pierner Pl, Brown Deer, WI 53223 has been transferred to Mr. Cooper. This transfer is effective as of 2/4/2019.

Welcome to an upgraded home loan experience. You're joining us at an exciting time. We're America's largest non-bank home loan servicer, and we recently changed our brand name to Mr. Cooper as one part of a larger effort to become a more human and customer-focused company. To us, Mr. Cooper is much more than a new name. It's a new way of doing business. From now on, we'll be handling your payment processing, statements, and other account services. Rest assured, the terms of your loan remain the same. We also want you to understand that transfers like this are common and do not reflect on the borrower in any way.

What's next. We will send you your first Mr. Cooper statement within three weeks of your transfer date. In the meantime, please review specific details about your loan and transfer by visiting our website and entering your new loan number.

Web Address: www.mrcooper.com/welcome
Mr. Cooper Loan Number: [REDACTED] 2322

We will also mail additional information to you regarding the transfer in approximately two weeks.

Questions? Problems? Please don't hesitate to call us regarding your loan or the transfer process. Our dedicated customer service team is here to help you. **Call 877-289-0500.**

Sincerely,

Jay Bray
President, CEO & Chairman
Mr. Cooper

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper.
Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

CP10R 812110 00069253

Detach here and return with your payment. Please allow a minimum of 7 to 10 days for postal delivery.

CP10_R



www.mrcooper.com/welcome

☐ Please check box if mailing address or phone number has changed.
Enter changes on back of coupon.

James Ellis
Darryl Ellis

ACCOUNT NUMBER	TOTAL AMOUNT DUE*
[REDACTED] 2322	\$1,425.12

Write your loan number on your check or money order, payable to "Mr. Cooper"

MR. COOPER
PO BOX 650783
DALLAS, TX 75265-0783



TOTAL AMOUNT OF CHECK
CHECKS AND MONEY ORDERS ONLY
DO NOT SEND CASH

\$



IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT. Simply write your loan number on your check or money order and mail to the payment address as provided in the **Contact Information** section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the **Contact Information** section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Mr. Cooper receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and Interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fee for Select Services may be found on our website at www.mrcooper.com.

SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at:

Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@mrcooper.com. Be sure to include your loan number with the copy of the orders. Please visit our website at www.mrcooper.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Mr. Cooper will reverse that payment and assess your loan account an insufficient funds fee of up to \$50.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling the HUD toll free number 1-800-569-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, a borrower may file complaints about the Servicer with the New York State Department of Financial Services or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov. Mr. Cooper is registered with the New York Superintendent of Financial Services.

Mr. Cooper may report your account to the major credit bureaus.

Late or missed payments and other defaults on your account may reflect on your credit report which can impact your ability to obtain other forms of credit.

PAYMENT OPTIONS

AUTOPAY Allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Mr. Cooper does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at www.mrcooper.com.

ONLINE PAYMENT Allows you to sign in to your account anytime to make a payment. There is no charge for this service. Sign in to www.mrcooper.com.

AUTOMATED PHONE PAYMENT Is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432.

AGENT ASSISTED PAYMENT Is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.

PAY BY MAIL Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and **allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges**. Send payment via express or overnight mail to Mr. Cooper, Attn: Payment Processing - 650783, 1010 W. Mockingbird, Suite 100, Dallas, TX 75247.

WIRE You may send payments, via wire transfer, to the following:

Bank Account: 4059000XXXXXXX (10Xs equals the borrower loan number with leading zero.)

Routing#: 121000248

Bank Name: Wells Fargo Bank, N.A.

Bank Address: 420 Montgomery Street, San Francisco, CA 94104

MONEYGRAM EXPRESSPAYMENT Ensures same-day delivery of your payment to Mr. Cooper. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is **1678**. All ExpressPayment transactions require cash. The agent will charge a fee for this service.

WESTERN UNION QUICKCOLLECT Ensures same-day delivery of your payment to Mr. Cooper. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the QuickCollect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper Code City: MRCCOOPER State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

CUSTOMER SERVICE: 888-480-2432, Monday through Thursday 7 a.m. to 8 p.m. (CT), Friday 7 a.m. to 7 p.m. (CT), and Saturday 8 a.m. to 12 p.m. (CT)

[Calls may be monitored and/or recorded for quality assurance purposes]

24-HOUR AUTOMATED ACCOUNT INFORMATION: Sign in to www.mrcooper.com OR call 888-480-2432.

MAILING ADDRESSES: For Mr. Cooper are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/QWR*:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
PO Box 650783 Dallas, TX 75265-0783	PO Box 619098 Dallas, TX 75261-9741	Lake Vista 4 800 State Highway 121 Bypass Lewisville, TX 75067	PO Box 7729 Springfield, OH 45501-7729 Fax (800) 687-4729	PO Box 2505 Covina, CA 91722-2505 Fax (626) 667-6439	PO Box 619094 Dallas, TX 75261-9741

***PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Mr. Cooper PO Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request; defined. A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR, notice of error or request for information is not timely if it is delivered to a servicer more than 1-year after either the date of transfer of servicing or the date that the mortgage loan is discharged, whichever date is applicable.

Mr. Cooper, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.



CHANGE OF ADDRESS OR TELEPHONE NUMBER

CHECK THE APPROPRIATE BOX: ☐ MAILING ADDRESS ☐ TELEPHONE NUMBER LOAN #: _____

Borrower's Name: _____ Co-Borrower's Name: _____

Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower's Number(s): _____ Authorized Co-Borrower's Number(s): _____

Home: (____) _____ Mobile: Yes No Home: (____) _____ Mobile: Yes No

Work: (____) _____ Ext: _____ Mobile: Yes No Work: (____) _____ Ext: _____ Mobile: Yes No

Other: (____) _____ Mobile: Yes No Other: (____) _____ Mobile: Yes No

Signature Required: _____ Signature Required: _____

HERE ARE YOUR ESCROW ACCOUNT PROJECTIONS FOR JUNE 2019 TO MAY 2020

DATE	DEPOSITS TO ESCROW	PAYMENT FROM ESCROW	DESCRIPTION	PROJECTED ESCROW BALANCE	BALANCE REQUIRED IN THE ACCOUNT
			STARTING BALANCE	\$3,069.22	\$2,895.40
JUNE 2019	\$596.52	\$113.96	FHAMIP INS	\$3,551.78	\$3,377.96
JULY 2019	\$596.52	\$113.96	FHAMIP INS	\$4,034.34	\$3,860.52
AUGUST 2019	\$596.52	\$113.96	FHAMIP INS	\$4,516.90	\$4,343.08
AUGUST 2019	-	\$1,094.00	HAZARD SFR	\$3,422.90	\$3,249.08
SEPTEMBER 2019	\$596.52	\$113.96	FHAMIP INS	\$3,905.46	\$3,731.64
OCTOBER 2019	\$596.52	\$113.96	FHAMIP INS	\$4,388.02	\$4,214.20
NOVEMBER 2019	\$596.52	\$113.96	FHAMIP INS	\$4,870.58	\$4,696.76
DECEMBER 2019	\$596.52	\$113.96	FHAMIP INS	\$5,353.14	\$5,179.32
JANUARY 2020	\$596.52	\$4,696.74	VILLAGE	\$1,252.92	\$1,079.10
JANUARY 2020	-	\$113.96	FHAMIP INS	\$1,138.96	\$965.14
FEBRUARY 2020	\$596.52	\$113.96	FHAMIP INS	\$1,621.52	\$1,447.70
MARCH 2020	\$596.52	\$113.96	FHAMIP INS	\$2,104.08	\$1,930.26
APRIL 2020	\$596.52	\$113.96	FHAMIP INS	\$2,586.64	\$2,412.82
MAY 2020	\$596.52	\$113.96	FHAMIP INS	\$3,069.20	\$2,895.38
TOTALS	\$7,158.24	-\$7,158.26	ENDING BALANCE	\$3,069.20	\$2,895.38

The amounts in the boxes above indicate the month with the lowest projected escrow balance and the minimum required balance.

HERE'S YOUR ESCROW ACCOUNT ACTIVITY FROM FEBRUARY 2019 TO MAY 2019

DATE	DEPOSITS TO ESCROW			PAYMENTS FROM ESCROW			DESCRIPTION	ESCROW BALANCE		
	ACTUAL	PROJECTED	DIFFERENCE	ACTUAL	PROJECTED	DIFFERENCE		ACTUAL	PROJECTED	DIFFERENCE
							STARTING BALANCE	\$0.00	\$0.00	\$0.00
FEBRUARY 2019	\$2,247.98	-	\$2,247.98	-	-	-	-	\$2,247.98	\$0.00	\$2,247.98
MARCH 2019	-	-	-	\$113.96	-	\$113.96	FHAMIP INS	\$2,134.02	\$0.00	\$2,134.02
APRIL 2019	\$581.56E	-	\$581.56	\$113.96	-	\$113.96	FHAMIP INS	\$2,601.62	\$0.00	\$2,601.62
MAY 2019	\$581.56E	-	\$581.56	\$113.96	-	\$113.96	FHAMIP INS	\$3,069.22	\$0.00	\$3,069.22
TOTALS	\$3,411.10	-	\$3,411.10	\$341.88	-	\$341.88	ENDING BALANCE	\$3,069.22	\$0.00	\$3,069.22

E – An amount listed with an "E" is a deposit to escrow or payment from escrow we anticipate to occur prior to the effective date of the new monthly payment.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

ESCROW REVIEW STATEMENT

STATEMENT DATE

2/26/2019

PROPERTY ADDRESS

6200 W PIERNER PL

BROWN DEER, WI 53223

LOAN NUMBER

2322

635 1 MB 0.428

3

JAMES W ELLIS

DARRYL DARVI ELLIS

6200 W PIERNER PL

BROWN DEER, WI 53223-1528

Seq# 000635



QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432

Mon-Thu 7 a.m. to 8 p.m. (CT)

Fri 7 a.m. to 7 p.m. (CT)

Sat 8 a.m. to 12 p.m. (CT)

www.mrcooper.com



HERE'S WHY YOU ARE RECEIVING THIS STATEMENT:

- We review your escrow account annually to ensure that your monthly escrow payment will be enough to cover tax and insurance items for the next 12 months.
- The amount of these tax and insurance items can change over time. This statement will outline and explain any changes.
- At this time, it appears you may have a surplus in your escrow account.
- The amount of your monthly mortgage payment may change.

HERE'S WHAT WE FOUND:

YOU HAVE A SURPLUS
IN THE AMOUNT OF:

\$173.82

- Your tax and/or insurance amount has changed, which could cause your escrow account to have more money than needed.
- Based on our projection, as of June 1, 2019 the escrow portion of your monthly mortgage payment will change.

**The surplus amount listed above assumes the loan is current with no outstanding payments owed. If the loan is not contractually current, the surplus funds listed may not be actual funds in the escrow account. Any surplus funds in the escrow account will be held by us until the next escrow review. If you have past due amounts, please sign-in to your account at www.mrcooper.com or contact us for the past due amount and options to bring the loan current.*

HERE'S YOUR NEW MORTGAGE PAYMENT STARTING JUNE 1, 2019:

\$1,414.51

NEW MONTHLY
MORTGAGE PAYMENT

	CURRENT PAYMENT	DIFFERENCE	NEW PAYMENT
PRINCIPAL AND/OR INTEREST	\$817.99	-	\$817.99
ESCROW PAYMENT (TAXES & INSURANCE)	\$581.56	\$14.96	\$596.52
TOTAL MONTHLY MORTGAGE PAYMENT AMOUNT	\$1,399.55	\$14.96	\$1,414.51

NOTE: If you have an adjustable rate mortgage (ARM), a separate notice will be sent before your payment is scheduled to change.

**For a detailed look at your payment amounts,
see the following pages.**

Escrow
explained
#2

WHO CHANGES THE ESCROW ITEM AMOUNTS?

Any changes to what you owe for taxes and insurance are determined by your taxing authorities and insurance providers, not Mr. Cooper.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



DETACH HERE AND DEPOSIT CHECK IN YOUR ACCOUNT

HERE'S HOW WE CALCULATE ESCROW AMOUNTS:

Escrow is kind of like a savings account - you add money to it and we use that money to make your taxes and insurance payments throughout the coming year. Here's how:

- First, we review the escrow payments we received from you and the tax and insurance items paid on your behalf during the past year.
- Second, we determine if your monthly escrow payment needs to change for the coming year. To do this, we estimate the next year's tax and insurance items (excluding mortgage insurance) that we will pay on your behalf, plus the cash reserve† amount. We then divide the projected total by 12 to get your new monthly escrow payment.
- Then, with your new monthly escrow payment set, we project the monthly escrow account balances over the next year, on a month by month basis, to show what is coming in and what is going out.
- Finally, we compare the month with the lowest projected balance to the required minimum balance for that month to determine whether a shortage or surplus exists.
- The account histories on the following page show these steps in action!

† The cash reserve is also the minimum account balance. To calculate the cash reserve for the escrow account, we add up the total of your yearly escrow items (excluding Mortgage Insurance) and divide the total by 12. We take this amount and multiply it by 2, as allowed by state laws and/or the mortgage contract, to determine the total cash reserve. Maintaining a cash reserve helps to cover any unexpected increases in taxes and/or insurance.

Escrow explained

#3

ESCROW IS BASED UPON A PROJECTION.

The amount of your escrow account monthly payment is based upon disbursement projections for the next year using what we paid out the previous year.

HERE'S WHY THERE'S A SURPLUS:

LOWEST PROJECTED
ESCROW BALANCE (1/2020)

\$1,138.96

CALCULATED IN ESCROW ACCOUNT
PROJECTIONS TABLE ON THE NEXT PAGE

MINIMUM AMOUNT
REQUIRED:

\$965.14

CALCULATED AS: \$482.56 X 2 MONTHS

ESCROW SURPLUS

+ \$173.82

For a detailed look at your payment amounts,
see the following pages.

ESCROW ACCOUNT TRENDS:

This chart lists past tax and insurance item disbursements, as well as any surplus or shortage amounts that may have been identified for the past annual escrow reviews.

ACTUAL	2/19-5/19
TOTAL TAXES AND INSURANCE	-
MORTGAGE INSURANCE	\$341.88
TOTAL ACTUAL ESCROW	\$341.88

PROJECTED	6/19-5/20	# OF MONTHS	NEW MONTHLY ESCROW AMOUNT
PROPERTY TAXES	\$4,696.74	÷ 12	= \$391.39
PROPERTY INSURANCE	\$1,094.00	÷ 12	= \$91.17
TOTAL TAXES AND INSURANCE	\$596.52	÷ 12	= \$482.56
MORTGAGE INSURANCE	\$1,367.52	÷ 12	= \$113.96
NEW TOTAL MONTHLY ESCROW AMOUNT			\$596.52

The Shortage/Surplus amount is a projection that assumes that there are no outstanding payments owed. If the loan is not contractually current, the surplus/shortage amount does not represent the current escrow account status.

HERE'S WHAT YOU CAN DO WITH YOUR ATTACHED SURPLUS CHECK:

- **Cash it.**
- or
- **Pay off your home sooner.** Just sign the back of the check and return it to us. Be sure to include a note stating that you'd like to apply these funds to your unpaid principal balance.
- or
- **Apply it to this coming year's escrow account.** Just sign the back of the check and return it to us. Be sure to include a note stating that you'd like to apply these funds to your escrow account.

Mail your check and note to:
MR. COOPER
PO BOX 650783
DALLAS, TX 75265-0783

Escrow explained

#4

QUESTIONS ABOUT ESCROW ITEMS?

If you have questions about changes to your taxes and insurance, please contact your local taxing authority or insurance provider.

Exhibit D

From: Mr. Cooper Customer Service
To: JAMES ELLIS
Re: New-Transferred Customer [#35821]

Thank you for contacting Mr. Cooper.

Our records indicate that this issue has been previously addressed by a representative on February 12, 2019.

Should you have any additional questions regarding your account or to view details about your loan summary and recent account activity, visit us online at www.MrCooper.com (<http://www.mynationstar.com/>). You will have immediate access to:

- Frequently asked questions
- A full payment history
- Escrow information
- Automatic payment enrollment
- Mortgage Loan, Escrow Account Disclosure, and Tax and Interest Statements

As a valued borrower, your satisfaction is our top priority. If we can be of further assistance, you can contact us directly by clicking on the mail icon in the top left of your Mr. Cooper online account or you can call our Customer Service Department at 1-888-480-2432.

Sincerely,

Research and Response Department

Mr. Cooper

Messages received or sent through the website do not constitute Qualified Written Requests (QWR) (a term which includes "Notices of Error" and "Requests for Information") and our response should not be construed as waiving any QWR requirements, as pursuant to 12 C.F.R §§ 1024.35(c) & 1024.36(b), a designated address for the receipt of such notices or inquiries. To submit a QWR, please send to our designated address: Customer Relations Department, P.O. Box 610788, Dallas, TX 75261.

Confidential: The material in this e-mail may contain confidential information and is transmitted only for the use of the intended recipient. Any review, re-transmission, conversion to hard copy, copying, reproduction, circulation, publication, dissemination or other use of, or taking of any action or omission to take action, in reliance upon this information by persons other than the intended recipient is prohibited. If you have received this message in error, please notify the sender and delete the material from any computer, disk drive, diskette, or other storage device or media.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

--Original Message--

From: Secure Message Center

Date: 02/11/2019 06:02 PM

To: Secure Message Center

Subject: New-Transferred Customer

My name is James Ellis, recently my loan was transferred to your service provider. Already your servicing of my loan has made a big mistake. My bank was overdraft 712.54 which I have not authorized. At Pacific Finance I set up auto pay every other week on Friday. Why was this payment taken out of my account on a Monday, before the amount was credited into my account. Please call me at 414-828-1354 I have just set a my online account today. I hope my escrow and tax payment are properly cared for in the future. We have never had any problems before Mr. Cooper took over our loan. I hope this isn't the beginning of other problems.

Exhibit E



8950 Cypress Waters Blvd.
Coppell, TX 75019

02/13/2019



OUR INFO

CUSTOMER SERVICE

888-480-2432

Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 7 p.m. (CT)
Sat 8 a.m. to 12 p.m. (CT)

ONLINE

www.mrcooper.com

YOUR INFO

LOAN NUMBER

2322

PROPERTY ADDRESS

6200 W PIERNER PL
BROWN DEER, WI 53223



1167 1 MB 0.428 T7 P1 AUTO 933981.2-NNNN-30172973

JAMES W ELLIS
DARRYL DARVI ELLIS
6200 W PIERNER PL
BROWN DEER, WI 53223

NOTICE OF SERVICING TRANSFER

Dear JAMES W ELLIS and DARRYL DARVI ELLIS,

The servicing of your mortgage loan is being transferred, effective 02/04/19. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Pacific Union Financial, LLC is now collecting your payments. Pacific Union Financial, LLC will stop accepting payments received from you after 02/04/19.

Mr. Cooper will collect your payments going forward and will begin accepting payments received from you on 02/04/19.

Send all payments due on or after 02/04/19 to Mr. Cooper at this address:

PO Box 650783
Dallas, TX, 75265-0783

If you have any questions for either your present servicer, Pacific Union Financial, LLC or your new servicer, Mr. Cooper, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:

Pacific Union Financial, LLC
1603 LBJ Freeway, Suite 500
Mail Stop 60120
Farmers Branch, TX 75234
877-516-7998

New Servicer:

Mr. Cooper
Customer Service
8950 Cypress Waters Blvd.
Coppell, TX 75019
888-480-2432

Your mortgage life insurance, disability insurance and/or other optional insurance products and services will not transfer to Mr. Cooper. If you wish to retain these policies, you should contact your current optional insurance carrier or service provider.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Sincerely,
Mr. Cooper

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.
If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



43-57/RED

Important Account Information

Automatic Drafts

If you currently have automatic draft/debit (ACH) set up with Pacific Union Financial, LLC and your bank- Due to the timing of your loan transfer, your automatic draft may be delayed in February. If your automatic draft (ACH) usually takes place during the first few days of the month, you will notice a change. We expect ACH payments to take place on or around the second week of February. Please plan accordingly. This one time delay will not cause your account to be assessed a late charge, nor will it be reported as late to the credit bureaus. Your automatic draft will return to the normally scheduled day of the month in March, 2019.

To enroll in our automatic payment program, please complete the form available on our website at www.mrcooper.com under Payment Options.

Escrow Account

Our records indicate that you have an escrow account for taxes and/or insurance. Your payment amount includes your tax and/or insurance escrow payment.

Account Status

If you completed a loss mitigation agreement with your prior servicer, the agreement may have included a waiver of claims clause. This clause constitutes a waiver of rights and will not be enforced by Mr. Cooper at any time. An example of this language is:

Borrower has no right of set-off or counterclaim, or any defense to the obligation of the Notes of Security Instrument.

Partial Payments Policy

Mr. Cooper would like to take this opportunity to inform you of our partial payments policy. Mr. Cooper accepts partial payments until the account becomes delinquent. When accepting partial payments, Mr. Cooper may place funds that are less than a full payment in an unapplied funds account. These unapplied funds may remain in the unapplied funds account until the remainder necessary to complete the payment is received. These funds can still be used towards future payments. However, until sufficient funds accrue to make a complete payment, your account may incur late fees or may be reported as delinquent to credit bureaus where permitted under applicable law.

In the event an account becomes delinquent, Mr. Cooper may limit the form and amount of payment that will be accepted.

If your loan is sold or transferred, the new "Servicer" or "Lender", may have a different policy.

Welcome Packet - Enclosures

There is additional information provided in this packet. Please keep this information with your loan documents for future reference.

Wisconsin Residents: Nationstar Mortgage LLC d/b/a Mr. Cooper is a collection agency licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, P.O. Box 7876, Madison, Wisconsin 53707, www.wdfi.org.

933981.2-NNNN-10993584-1167.2

Please note that certain online features will become available after the onboarding of your loan is finalized.



933981-2-NMNN-109933584-1167.3*

FREQUENTLY ASKED QUESTIONS ABOUT TRANSFERS OF MORTGAGE LOAN SERVICING

1. How do I make my monthly mortgage payment?

Mr. Cooper offers several easy payment options.

AutoPay monthly recurring automatic draft

This free, recurring, automatic service deducts your monthly payment from your checking or savings account on the same day each month. To enroll, simply log in securely at www.mrcooper.com, and under Services, select "Make a Payment."

On Demand Speedpay

Via the web: Register at www.mrcooper.com and securely schedule your payment. This option is provided at no charge.

By Phone (Automated System): Call us at 888-480-2432 to schedule a payment through our automated telephone system. There is a fee of up to \$14.00 that may apply for this service.

By Phone (Customer Service Representative): Call us at 888-480-2432 and speak with our Customer Service Department. You can reach a representative Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). There is a fee of up to \$19.00 that may apply for this service.

Bi-weekly Payment Program

We offer different plans where funds are automatically drafted from your checking or savings account and remitted directly to Mr. Cooper. The program allows you to pay off your mortgage sooner, which results in interest savings, early Private Mortgage Insurance (PMI) removal, increased equity and pay day budgeting. For more information on this program or to enroll, please call 800-458-1564.

Mailing your Payment

If there is a payment coupon attached to your welcome letter, you can use it to mail your first Mr. Cooper payment. If there is no coupon attached to your welcome letter, you will receive additional correspondence including a coupon within 15 days of your transfer date. Please remember we will not charge any late fees to your account for 60 days from your transfer date. You can also pay without a coupon by sending a check or money order with your Mr. Cooper loan number noted on it to:

Mr. Cooper
PO BOX 650783
Dallas, TX 75265-0783

Western Union Quick Collect or MoneyGram ExpressPayment™ You can send payments directly to Mr. Cooper by wire using one of the following services:

Western Union at 1-800-325-6000. Complete the Western Union Quick Collect form using CODE CITY: MRCCOOPER STATE: TX.

MoneyGram at 1-800-926-9400. Use "Receive Code 1678" on the MoneyGram ExpressPayment™ form.

*Please note that there is a fee associated with each of these services.

Have the terms of my loan changed?

No. Your loan terms are not affected by this servicing transfer. Mr. Cooper will now be servicing your loan instead of your previous servicer, which means that you will now be sending your mortgage payments to Mr. Cooper. If you have questions regarding your loan, please contact Mr. Cooper.

What happens to the payment I just made to my previous servicer?

During the first sixty (60) days after the transfer date, your previous servicer will forward any payments they receive to Mr. Cooper, and we will apply the payment to your loan. During this time, no late fees will be charged on any payments received by your previous servicer on or before their due date.

My tax and insurance payments are made by my previous servicer.

Will Mr. Cooper continue to make these payments on my behalf?

Yes. If you currently have escrow funds held for the payment of your taxes and/or insurance premiums, Mr. Cooper will continue collecting these funds and making those payments – even payments due during the loan transfer period. If you have a tax repayment plan or are on a deferral tax plan with your local taxing authority, our policy regarding these plans may be different than your previous servicer. Please contact Mr. Cooper at 888-480-2432 to confirm.

Do I need to contact my insurance company?

Yes. Please ask your insurance carrier to change the mortgagee clause to:

Nationstar Mortgage LLC
Its Successors and/or Assigns
PO BOX 7729
Springfield, OH 45501

You will also need to provide your insurance carrier the new Mr. Cooper loan number. You can find your new loan number on the letter included in this packet.

6. ***I am not currently using coupons because my payments are automatically sent by my bank or through a bill-payment service. What do I need to do to continue having my payment automatically sent?***

If you use an online or bill payment service, please update the Payee information to:

Mr. Cooper
PO BOX 650783
Dallas, TX 75265-0783

Also, please update the account number to your new Mr. Cooper loan number which is located on the enclosed letter.

7. ***Can I view my loan online?***

Yes, once you have registered your account at www.mrcooper.com, you can view your loan information online at any time.

8. ***I understand that my escrow account will be periodically adjusted based upon an escrow analysis. When will I receive an Escrow Analysis Statement?***

Mr. Cooper complies with the Real Estate Settlement Procedure Act which requires us to perform a periodic analysis of your loan. Mr. Cooper generally performs an escrow analysis on loans shortly after we make the largest scheduled disbursement from your escrow account. Mr. Cooper requires a 2 month cushion, unless your state requires something less. This escrow analysis may require an adjustment to the total monthly payment. You will receive an escrow analysis statement each time an analysis is performed which details the history of the escrow account and provide notice of any change to the total monthly payment.

9. ***Will my modification transfer to my new servicer?***

If your account was modified prior to the transfer, the modification terms will remain unchanged. If you are working on, but have not finalized your modification, we will need to assess your individual situation before we determine how to proceed. If you have questions regarding your pending modification, please contact Mr. Cooper at 866-316-2432 Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT).

10. ***If I need information on my loan, who should I contact?***

We encourage you to take advantage of the convenience in accessing your loan information securely at www.mrcooper.com or through our automated phone system. Both are available 24 hours a day, 7 days a week for your convenience. If you have questions that cannot be answered through those services, or if you would simply prefer to speak to a representative, please contact our Customer Service Department at 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT).

11. ***How can I change my personal contact information?***

You can change your mailing address, telephone number, and email address by:

Signing in at www.mrcooper.com and updating your account information online.

Completing the change of address form on the back of your payment coupon and mail it with your monthly payment.

Contact Customer Service at 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT), and Saturday from 8 a.m. to 12 p.m. (CT).

12. ***Will I receive billing statements?***

Yes. Every month you will receive a detailed statement in the mail with an attached payment coupon that you may use to remit your payment. You can also visit www.mrcooper.com to sign up for Paperless Billing and enroll in AutoPay to schedule your recurring automatic monthly payment.

13. ***How can I obtain the total amount required to pay off my loan?***

You may request a written payoff quote online at www.mrcooper.com, or by calling one of our Customer Service Representatives at 888-480-2432. To ensure all payoff amounts quoted are accurate, we do not provide verbal payoff information. If you are working with a third party, they can also obtain a quote online at https://www.mrcooper.com/broker_agent_services/payoff_quote_request, as long as they have your written authorization.

14. ***I may soon be called to active duty in the military. What do I need to do?***

Please send in a copy of your orders to report for active duty to:

Mr. Cooper
Attention: Military Families
PO BOX 619098
Dallas, TX 75261-9741

15. ***I have life insurance or other optional products on my mortgage. Are they impacted?***

Yes. If you have been paying premiums for life, disability, accidental death insurance or other optional products, these policies may not transfer to Mr. Cooper and may be cancelled. To continue your coverage on these products, you should contact your product provider and discuss options to remit your premiums directly to them.

EXHIBIT F

DA1961

1,341

Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 Cypress Waters Blvd.
Coppell, TX 75019

Page 1 of 1

Date: 02/19/2019
Check #: [REDACTED] 7904
Payment Amount: 34.00
Vendor #:



000671 R3N3T1A
JAMES W ELLIS DARRYL D ELLIS
6200 W PIERNER PL
BROWN DEER WI 53223



Remittance Advice

Date	Reference	Description	Amount
02/19/2019	359C418I REG MAIL	Ln #: [REDACTED] 2322	34.00

PLEASE DETACH BEFORE DEPOSITING CHECK

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 THE REVERSE OF THE FORM.)

Place an X in the appropriate Box:

☐ Green Bay Division☒ Milwaukee Division**I. (a) PLAINTIFFS**

JAMES ELLIS and DARRYL ELLIS

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
(414) 482-8000-Telephone (414) 482-8001-Facsimile**DEFENDANTS**

NATIONSTAR MORTGAGE LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input checked="" type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

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
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1693 et seq

Brief description of cause:

Violation of Electronic Funds Transfer Act and Real Estate Settlement Procedures Act

VII. REQUESTED IN COMPLAINT:☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

May 6, 2019

s/ John D. Blythin

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.C.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; 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 clerks 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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

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 dollar amount (in thousands of dollars) 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.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JAMES ELLIS and DARRYL ELLIS

Plaintiff(s)

v.

NATIONSTAR MORTGAGE LLC d/b/a MR COOPER

Defendant(s)

Civil Action No. 19-cv-661

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NATIONSTAR MORTGAGE LLC d/b/a MR COOPER
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 19-cv-661

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:19-cv-00001-113 Filed 05/06/19 Page 2 of 2 Document 1-2

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mr. Cooper Withdraws Mortgage Payments Without Authorization, Class Action Claims](#)
