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9 *Attorney for Plaintiff*

10 [Additional Counsel Listed On Signature Page]

11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

13 **LINDA FISHER**, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 v.

17 **DOVENMUEHLE MORTGAGE INC.**,

18 Defendant.

Case Number: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

19 **CLASS ACTION COMPLAINT**

20 Plaintiff, Linda Fisher (“Plaintiff”), by and through her undersigned counsel, brings this
21 class action on behalf of herself and a proposed class of all others similarly situated (defined
22 below), against Defendant, Dovenmuehle Mortgage Inc. (“DMI” or “Defendant”), and alleges as
23 follows:

24 **I. INTRODUCTION**

25 1. In response to these unprecedented times caused by the COVID-19 pandemic,
26 Congress and the President of the United States passed the Coronavirus Aid, Relief, and
27 Economic Security Act, H.R. 748 (“CARES Act”) on March 27, 2020, to provide relief to
28 Americans and American businesses suffering from the resulting health and economic crisis.

1 2. Among its provisions, the CARES Act authorizes homeowners with a federally-
2 backed mortgage loan to request a forbearance for up to 180 days, with a right to request an
3 extension for up to another 180 days. Homeowners requesting such a forbearance only need to
4 claim that they are suffering from a pandemic-related financial hardship; no additional
5 documentation is required to qualify.

6 3. Plaintiff is one of the qualifying homeowners with a federally-backed mortgage
7 loan covered by the aforementioned forbearance provisions of the CARES Act, and requested a
8 180-day forbearance and a 180-day extension pursuant to the CARES Act. DMI is Plaintiff's
9 mortgage lender. Rather than grant Plaintiff the requested 180-day forbearance and 180-day
10 extension as it was legally obligated to do under the CARES Act, DMI responded by offering a
11 90-day "forbearance plan," subject to Plaintiff's execution of an "Approved Forbearance
12 Agreement" drafted by DMI which required, among other things, that Plaintiff certify that she
13 was in "imminent danger of not making the [next] monthly payment."

14 4. By unilaterally restricting the forbearance period from 180 days to 90 days, failing
15 to grant the requested 180-day extension, and requiring that Plaintiff execute the extraneous
16 "Approved Forbearance Agreement" and certifications therein, DMI has violated the letter and
17 the spirit of the CARES Act. Upon information and belief, Defendant has imposed the same
18 restrictions and requirements on other qualifying homeowners, and has thus also violated the
19 Cares Act with respect to those homeowners (class members).

20 5. Accordingly, Plaintiff seeks to remedy these harms and prevent their future
21 occurrence, on behalf of herself and other similarly-situated homeowners. Plaintiff asserts claims
22 for violations of the Consumers Legal Remedies Act, for DMI's violations of the unfair,
23 fraudulent and unlawful prongs of the California Unfair Competition Law, Cal. Bus. & Prof. Code
24 §§ 17200, *et seq.* ("UCL") and the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et*
25 *seq.* ("CLRA").

26 6. Plaintiff seeks, on behalf of herself and all others similarly situated, a declaratory
27 judgment, preliminary and permanent injunctive relief, reasonable attorneys' fees, and any other
28

1 available relief. Moreover, as Plaintiff is a senior citizen and certain other similarly-situated
2 homeowners are senior citizens and/or disabled, Defendant is liable for additional penalties to
3 them under the CLRA.

4 **II. JURISDICTION AND VENUE**

5 7. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §
6 1332(d)(2) because: (i) there are 100 or more members of the class; (ii) the amount in controversy
7 exceeds the sum or value of \$5,000,000, exclusive of interest and costs; and (iii) the members of
8 the proposed class of homeowners are citizens of a state different from that of Defendant.

9 8. This Court has personal jurisdiction over Defendant because Defendant is
10 authorized to do business and regularly conducts business in California, and the real properties
11 subject to the mortgage loans at issue herein are situated in California.

12 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
13 substantial part of the events or omissions giving rise to the claims occurred in this District,
14 Defendant is authorized to conduct business in this District, and Defendant regularly conducts
15 and transacts business in this District and is therefore subject to personal jurisdiction in this
16 District.

17 **III. THE PARTIES**

18 10. Plaintiff is a natural person and resident of Fair Oaks, California, and is thus a
19 citizen of California. Plaintiff is also a senior citizen as defined by California Civil Code § 1761,
20 as she is 65 years of age or older.

21 11. DMI is a Delaware corporation headquartered in Lake Zurich, Illinois, and is thus
22 a citizen of Delaware and Illinois. DMI provides mortgage services for commercial banks, thrift
23 institutions, credit unions, mortgage bankers, and state and other finance agencies.

24 **IV. FACTUAL BACKGROUND**

25 **A. Homeowner Protections Under The CARES Act**

26 12. The CARES Act is the largest economic relief bill in U.S. history, allocating \$2.2
27 trillion in support to individuals and businesses affected by the coronavirus pandemic and
28

1 economic downturn, which resulted in the unemployment rate jumping from 4.4% in March 2020
2 to 14.7% in April 2020.

3 13. One of the components of the CARES Act is protections for homeowners with
4 federally backed mortgages. Specifically, Section 4022(b) provides, in relevant part, that:

5 (1) IN GENERAL.—During the covered period [beginning on February 15, 2020 and
6 ending on June 30, 2020], a borrower with a Federally backed mortgage loan experiencing
7 a financial hardship due, directly or indirectly, to the COVID–19 emergency may request
8 forbearance on the Federally backed mortgage loan, regardless of delinquency status,
9 by—

10 (A) submitting a request to the borrower’s servicer; and

11 (B) affirming that the borrower is experiencing a financial hardship during the
12 COVID–19 emergency.

13 (2) DURATION OF FORBEARANCE.—Upon a request by a borrower for forbearance
14 under paragraph (1), such forbearance shall be granted for up to 180 days, and shall be
15 extended for an additional period of up to 180 days at the request of the borrower, provided
16 that, at the borrower’s request, either the initial or extended period of forbearance may be
17 shortened.

18 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT, PL 116-136, March 27,
19 2020, 134 Stat 281, § 4022(b).

20 14. Meanwhile, Section 4022(c) provides, in relevant part, that:

21 Upon receiving a request for forbearance from a borrower under subsection (b), the
22 servicer shall with no additional documentation required other than the borrower’s
23 attestation to a financial hardship caused by the COVID–19 emergency and with no fees,
24 penalties, or interest (beyond the amounts scheduled or calculated as if the borrower made
25 all contractual payments on time and in full under the terms of the mortgage contract)
26 charged to the borrower in connection with the forbearance, provide the forbearance for
27 up to 180 days, which may be extended for an additional period of up to 180 days at the
28

1 request of the borrower, provided that, the borrower's request for an extension is made
2 during the covered period, and, at the borrower's request, either the initial or extended
3 period of forbearance may be shortened.

4 *Id.*, § 4022(c).

5 15. The Consumer Finance Bureau explains to homeowners:

6 If you experience financial hardship due to the coronavirus pandemic, you have
7 a right to request a forbearance for up to 180 days. You also have the right to
8 request an extension for up to another 180 days. You must contact your loan
9 servicer to request this forbearance. There will be no additional fees, penalties
10 or additional interest (beyond scheduled amounts) added to your account. You
11 do not need to submit additional documentation to qualify other than your claim
12 to have a pandemic-related financial hardship.

13 [https://www.consumerfinance.gov/about-us/blog/guide-coronavirus-mortgage-relief-](https://www.consumerfinance.gov/about-us/blog/guide-coronavirus-mortgage-relief-options/#relief-options)
14 [options/#relief-options.](https://www.consumerfinance.gov/about-us/blog/guide-coronavirus-mortgage-relief-options/#relief-options)

15 **B. Plaintiff's Experience**

16 16. Plaintiff is one of the many Americans who are facing economic hardship as a
17 result of the COVID-19 pandemic. At 70 years old, her income depends on a combination of
18 Social Security payments, her part-time work as a bookkeeper for a small business near
19 Sacramento, and income from her investment accounts.

20 17. Since the onset of the pandemic, her bookkeeping hours were completely cut for
21 two weeks and continue to be significantly reduced. Meanwhile, her investment accounts have
22 been adversely affected by the overall economic downturn.

23 18. Plaintiff has a federally-backed residential mortgage loan on her home in Fair
24 Oaks, California, which names her and Gilbert Stroppini as the borrowers. The mortgage loan
25 was transferred to DMI on or about February 1, 2020.

26 19. On April 3, 2020, Plaintiff submitted a request for a 180-day forbearance with a
27 180-day extension on her mortgage loan to DMI via email. In that request, Plaintiff expressly
28

1 affirmed that she was experiencing a financial hardship due to the COVID-19 pandemic, and
2 specifically cited Sections 4022(a) and (b) of the CARES Act.

3 20. On April 4, 2020, Plaintiff received an email from DMI stating that her “90 day
4 forbearance plan has been activated on our system.” Plaintiff also received two letters from DMI.

5 21. One letter, dated April 9, 2020, informed Plaintiff that it had received her request
6 and would provide a substantive response “as promptly as possible.”

7 22. The second letter, dated April 8, 2020 and thus prior to the April 9, 2020
8 confirmation letter, provided an “Approved Forbearance Agreement” (“Agreement”) setting forth
9 the terms of the forbearance plan.

10 23. As with the April 4, 2020 email, the second letter and the Agreement limited the
11 forbearance period to April 1, 2020 through June 1, 2020, which is 90 days rather than 180 days,
12 with a 180-day extension as requested by Plaintiff and required by the CARES Act. The second
13 letter and the Agreement also required that Plaintiff and Gilbert Stroppini, “to the extent possible,”
14 sign and return the Agreement. A copy of this letter is attached hereto as Exhibit “A.”

15 **CLASS ACTION ALLEGATIONS**

16 24. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff brings her claims against
17 DMI for violations of the CLRA and UCL on behalf of herself and the following classes defined
18 as follows:

19 **Class**

20 All homeowners with a federally-backed mortgage loan serviced by Dovenmuehle
21 Mortgage Inc. in the United States.

22 **California Sub-Class**

23 All homeowners with a federally-backed mortgage loan serviced by Dovenmuehle
24 Mortgage Inc. in California.

25 **California CLRA Penalty Sub-Class**

26 All homeowners with a federally-backed mortgage loan serviced by Dovenmuehle
27 Mortgage Inc. in California who are senior citizens and/or are disabled as defined under
28 Cal. Civ. Code § 1761(f) and (g).

1 (The “Class,” “California Sub-Class” and “California CLRA Penalty Sub-Class”, are collectively
2 referred to as the “Class” or “Classes.”)

3 25. DMI, its officers and directors, as well as the Judge to whom this case is assigned,
4 are excluded from the Class.

5 26. **Numerosity/Impracticability of Joinder:** There are so many members of the
6 Class that joinder of all members is impracticable. The Class consists of hundreds, if not
7 thousands, of individuals. The exact size of the Class and the identities of the individual members
8 thereof are ascertainable through DMI’s records.

9 27. **Commonality:** There are many questions of law and fact common to the claims
10 of Plaintiff and of the other Class members, and those questions predominate over any questions
11 that may affect only individual Class members. Common questions of fact and law affecting
12 members of the Class that predominate over any individualized questions include, but are not
13 limited to, the following:

14 a) Whether DMI’s forbearance policy, practice, and acts violate the CARES
15 Act;

16 b) Whether DMI’s forbearance policy will cause Plaintiff and the Class
17 irreparable harm;

18 c) Whether Plaintiff and the Class are entitled to a preliminary injunction with
19 respect to DMI’s forbearance policy, practice, and acts; and

20 d) Whether, as a result of DMI’s forbearance policy, practice, and acts,
21 Plaintiff and the other Class members are entitled to injunctive, equitable and/or other relief, and,
22 if so, the nature of such relief.

23 With respect to the California Sub-Class:

24 a) Whether DMI’s forbearance policy, practice, and acts are unconscionable,
25 unfair, deceptive, unlawful and/or fraudulent under the UCL; and

26 b) Whether DMI’s forbearance policy, practices, and acts violate the CLRA.

27 With respect to the California CLRA Penalty Sub-Class:

- 1 a) Whether DMI knew or should have known that its conduct was directed to
- 2 one or more senior citizens or disabled persons as those terms are defined
- 3 under Cal. Civ. Code § 1761(f) and (g);
- 4 b) Whether DMI's conduct caused one or more members of the CLRA
- 5 Penalty Sub-Class to suffer: loss or encumbrance of a primary residence,
- 6 principal employment, or source of income; substantial loss of property set
- 7 aside for retirement, or for personal or family care and maintenance; or
- 8 substantial loss of payments received under a pension or retirement plan or
- 9 a government benefits program, or assets essential to the health or welfare
- 10 of the senior citizen or disabled person;
- 11 c) Whether one or more members of the CLRA Penalty Sub-Class are
- 12 substantially more vulnerable than other members of the public to DMI's
- 13 conduct because of age, poor health or infirmity, impaired understanding,
- 14 restricted mobility, or disability, and actually suffered substantial physical,
- 15 emotional, or economic damage resulting from DMI's conduct;
- 16 d) Whether the members of the CLRA Penalty Sub-Class have suffered
- 17 substantial physical, emotional, or economic damage resulting from DMI's
- 18 conduct; and
- 19 e) Whether an additional award under Cal Civ. Code § 1780(b) is appropriate.

20 28. **Typicality and Adequacy:** The claims of Plaintiff are typical of the claims of the
21 other Class members. Plaintiff's claims and those of the Class members are based on the same
22 legal theories and arise from the same unlawful conduct, resulting in the same injury to Plaintiff
23 and the Class members. Plaintiff will fairly and adequately represent and protect the interests of
24 the Class, and Plaintiff's counsel is experienced in the prosecution of this type of litigation.
25 Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the
26 other Class members and have the financial resources to do so. Neither Plaintiff nor her counsel
27 have any interests adverse to those of the other Class members.

1 29. **Type of Class Action:** DMI has acted, and failed to act, on grounds generally
2 applicable to Plaintiff and the Class members, requiring the Court’s imposition of uniform
3 injunctive and/or declaratory relief to ensure compatible standards of conduct toward the Class.
4 As such, prosecution of separate actions by individual Class members would create a risk of
5 inconsistent or varying adjudications with respect to individual Class members that would
6 establish incompatible standards of conduct for DMI. Class certification, therefore, is appropriate
7 under Federal Rules of Civil Procedure 23(a) and either (b)(1) or (b)(2).

8
9 **COUNT I**
10 **DECLARATORY JUDGMENT AND**
11 **PRELIMINARY AND PERMANENT INJUNCTION**
12 **28 U.S.C. §§ 2201, 2202**
13 **(On Behalf of the Class)**

14 30. Plaintiff hereby repeats and realleges each and every factual allegation set forth
15 above as if fully set forth herein.

16 31. There is an actual controversy between DMI and the Class (including Plaintiff)
17 concerning the application of Section 4022 of the CARES Act.

18 32. Pursuant to 28 U.S.C. § 2201, this Court may “declare the rights and legal relations
19 of any interested party seeking such declaration, whether or not further relief is or could be sought.

20 33. DMI’s forbearance policy violates Section 4022 of the CARES Act by failing to
21 automatically provide a 180-day forbearance period and a 180-day extension upon request by
22 Plaintiff and the Class.

23 34. Accordingly, Plaintiff and the Class seek a declaration that DMI’s forbearance
24 policy is void, invalid, and unenforceable.

25 35. Plaintiff and the Class are likely to succeed on the merits of their causes of action
26 set forth in Counts I-III.

27 36. Plaintiff and the Class will suffer irreparable harm in the absence of injunctive
28 relief enjoining DMI from enforcing its current forbearance policy, as Plaintiff and the Class will
be subject to the risk of foreclosure on their homes, and do not have an adequate remedy at law.

 37. DMI will suffer no injury if the Court grants the preliminary injunctive relief that

1 Plaintiff and the Class seek.

2 38. The public interest will be served if the Court grants the preliminary injunctive
3 relief that Plaintiff and the members of the Class seek.

4
5 **COUNT II**
6 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT**
7 **California Civil Code § 1750, *et seq.***
8 **(On Behalf of the California Sub-Class and California CLRA Penalty Sub-Class)**

9 39. Plaintiff hereby repeats and realleges each and every factual allegation set forth
10 above as if fully set forth herein.

11 40. Plaintiff and members of the California Sub-Class and California CLRA Penalty
12 Sub-Class are consumers as defined by Cal. Civil Code § 1761(d), and the mortgage payments
13 and services that Defendant receives and provides constitute “transactions” and “services” within
14 the meaning of the CLRA.

15 41. Defendant violated, and continues to violate, the CLRA by “[r]epresenting that a
16 transaction confers or involves rights, remedies, or obligations which it does not have or involve,
17 or which are prohibited by law.” Cal. Civ. Code § 1770(a)(14).

18 42. Defendant’s form communications with Plaintiff and the California Sub-Class and
19 California CLRA Penalty Sub-Class indicate that it is aware of the forbearance requirements of
20 the CARES Act, yet provided automatic terms that do not comply with the CARES Act to induce
21 Plaintiff and the California Sub-Class to agree to less favorable terms than those mandated by the
22 CARES Act.

23 43. Plaintiff and the California Sub-Class have suffered and/or will suffer damages by
24 the wrongful acts and practices of Defendant that are in violation of § 1770(a)(14).

25 44. In accordance with California Civil Code § 1780(a), Plaintiff and the members of
26 the California Sub-Class seek injunctive relief for Defendant’s violations of the CLRA.

27 45. Plaintiff and the California CLRA Penalty Sub-Class are senior citizens or
28 disabled persons as defined by Cal. Civil Code § 1761(f) and (g).

46. Defendant knew or should have known that its conduct was directed to one or

1 more citizens or disabled persons.

2 47. Defendant's conduct caused members of the California CLRA Penalty Sub-Class
3 to suffer: loss or encumbrance of a primary residence, principal employment, or source of income;
4 substantial loss of property set aside for retirement, or for personal or family care and
5 maintenance; or substantial loss of payments received under a pension or retirement plan or a
6 government benefits program, or assets essential to the health or welfare of the senior citizen or
7 disabled person.

8 48. Members of the California CLRA Penalty Sub-Class are substantially more
9 vulnerable than other members of the public to the defendant's conduct because of age, poor
10 health or infirmity, impaired understanding, restricted mobility, or disability.

11 49. Members of the California CLRA Penalty Sub-Class have suffered substantial
12 physical, emotional, or economic damage resulting from Defendant's conduct.

13 50. Accordingly, an additional award pursuant to Cal. Civil Code § 1780(b) is
14 appropriate, and Plaintiff and the members of the California CLRA Penalty Sub-Class seek an
15 additional award of \$5,000 per member.

16
17 **COUNT III**
18 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
19 **Cal. Bus. & Prof. Code § 17200, *et seq.***
20 **(On Behalf of the California Sub-Class)**

21 51. Plaintiff hereby repeats and realleges each and every factual allegation set forth
22 above as if fully set forth herein.

23 52. The UCL broadly prohibits acts of "unfair competition," including any "unlawful,
24 unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

25 53. Defendant's forbearance policy, practices, and acts constitute unlawful, unfair,
26 and/or fraudulent business acts and practices under the UCL.

27 54. A business act or practice is "unfair" under the UCL if the reasons, justifications,
28 and motives of the alleged wrongdoer are outweighed by the impact on the alleged victims. Here,
Defendant's forbearance policy, practices, and acts are "unfair" under the UCL because: (1) the

1 injury to Plaintiff and members of the California Sub-Class is substantial; (2) the injury is not
2 outweighed by any countervailing benefits to consumers or competition; and (3) Plaintiff and
3 members of the California Sub-Class could not have reasonably avoided the injury caused by
4 Defendant's forbearance policy, practices, and act.

5 55. A business act or practice is "unlawful" under the UCL if the conduct at issue
6 violates any other law or regulation. Here, Defendant's forbearance policy, practices, and acts
7 are "unlawful" under the UCL because they violate the CARES Act and the CLRA.

8 56. Defendant's forbearance policy, practices, and acts are also fraudulent under the
9 UCL as they show a pattern of untruthful statements, false representations, concealment, and
10 intent to mislead that were all part of a scheme to mislead. Defendant's form communications
11 with Plaintiff and the California Sub-Class indicate that it was aware of the forbearance
12 requirements of the CARES Act, yet provided automatic terms that do not comply with the
13 CARES Act to induce Plaintiff and the California Sub-Class to agree to less favorable terms than
14 those mandated by the CARES Act.

15 57. Unless Defendant is enjoined from continuing to engage in the unlawful, unfair,
16 and fraudulent business acts and practices as described herein (which conduct is ongoing),
17 Plaintiff and the California Sub-Class will continue to be injured by Defendant's conduct.

18 58. The unlawful, unfair, and fraudulent conduct described herein is ongoing and
19 continues to this date. Plaintiff and the California Sub-Class, therefore, are entitled to relief
20 described below as appropriate for this cause of action.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff, individually and on behalf of the other Class, California Sub-
23 Class and California CLRA Penalty Sub-Class members, respectfully requests that this Honorable
24 Court enter judgment in their favor and against DMI by:

25 a) Certifying this action as a class action pursuant to Federal Rule of Civil Procedure
26 23, declaring that Plaintiff is a proper Class, California Sub-Class, and California CLRA Penalty
27 Sub-Class representative, and appointing Plaintiff's attorneys as class counsel;

1 b) Adjudging and declaring that the unlawful acts, omissions, and practices described
2 herein constitute violations of the CARES Act and violations of the California CLRA and UCL,
3 including the CLRA's special provisions protecting senior citizens and disabled persons;

4 c) Granting preliminary and permanent injunctive relief to prohibit DMI from
5 continuing to engage in the unlawful acts, omissions, and practices described herein;

6 d) Awarding Plaintiff and the other Class members the costs and disbursements of
7 this action, along with reasonable attorneys' fees and expenses, to the extent permitted by law;

8 e) Awarding Plaintiff and members of the California CLRA Penalty Sub-Class an
9 additional award of \$5,000 each; and

10 f) Granting all such other relief as the Court deems just and proper.

11
12 Dated: June 17, 2020

Respectfully submitted,

13
14 By: /s/ James C. Shah
15 James C. Shah (SBN 260435)
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Attorney for Plaintiff

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

LINDA FISHER, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Shepherd, Finkelman, Miller & Shah, LLP - James C. Shah 201 Filbert Street, Suite 201, San Francisco, CA 94133 (856) 858-1770

DEFENDANTS

DOVENMUEHLE MORTGAGE INC.

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2)
Brief description of cause: There are 100 or more members of the class; the amount in controversy exceeds the sum or value of \$5,000,000; and the members of the proposed class of homeowners are citizens of a state different from that of Defendant.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 06/17/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ James C. Shah

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 2:20-cv-01222-TLN-KJN Document 1-1 Filed 06/17/20 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Dovenmuehle Mortgage Unlawfully Hindered Homeowners Seeking Forbearance During COVID-19 Crisis](#)
