

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

DANA HAWES, *on behalf of himself*  
*all others similarly situated,*

Plaintiff,

v.

BANK OF AMERICA, N.A and  
CARRINGTON MORTGAGE SERVICES, LLC,

Defendants.

Civil Action No. 3:17-cv-346

**CLASS ACTION COMPLAINT**

COMES NOW Plaintiff, Dana Hawes, (“Plaintiff”), by counsel, *on behalf of himself and all others similarly situated*, and for his Class Action Complaint against Bank of America, N.A., (“Bank of America”) and Carrington Mortgage Services, LLC, (“Carrington Mortgage”) (collectively “Defendants”), Plaintiff alleges as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff, on behalf of himself and all others similarly situated, alleges that Defendants wrongfully foreclosed on his home without satisfying the conditions precedent to foreclosure in Plaintiff’s Deed of Trust. Plaintiff’s Deed of Trust, which was insured by the Federal Housing Administration (“FHA”), required a “face-to-face meeting” with Plaintiff—or at least a reasonable attempt to arrange such a meeting—as a condition precedent to Defendants’ foreclosure of Plaintiff’s home as is required by the Code of Federal Regulations.

2. Plaintiff also alleges an individual claim against Carrington Mortgage for violation of 12 U.S.C. § 2601 *et seq.* (the Real Estate and Settlement Procedure Act or “RESPA”) based on Carrington Mortgage’s failure to follow the procedures required by 12 § U.S.C. 2605 and 12 C.F.R.

§ 1024.41(c) after receiving Plaintiff's complete mortgage assistance application at least thirty-seven days prior to the foreclosure sale.

3. Plaintiff also alleges an individual claim against Carrington Mortgage for actual fraud based on Carrington Mortgage's misrepresentation to Plaintiff that the foreclosure sale of his home would not proceed the day prior to the sale.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 18 U.S.C. § 1965 and 12 U.S.C. § 2605(f). The Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §§ 1367 and 1332(d)(2).

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in this District and Division, a significant part of the events leading to Plaintiff's claims occurred in this District and Division, and Defendants maintain offices in Virginia.

### **PARTIES**

6. Plaintiff is a natural person residing within this District and Division.

7. Bank of America is a foreign corporation with a principal place of business in North Carolina, operating as a mortgage originator and servicer in the Commonwealth of Virginia. At a times relevant, Bank of America was the beneficiary of Plaintiff's Note and Deed of Trust.

8. Carrington Mortgage is a foreign corporation with a principal place of business in California, operating as a mortgage servicer in the Commonwealth of Virginia. At all times relevant, Carrington Mortgage was a mortgage loan servicing company governed by RESPA.

**FACTS**

***Plaintiff Obtains a Mortgage Loan***

9. On or around December 23, 2008, Plaintiff borrowed \$182,505 in order to finance the purchase of a home.

10. The Note for his home loan was secured by a Deed of Trust and recorded in the Circuit Court Clerk's office. The Deed of Trust indicates that Plaintiff's home loan was insured by the Federal Housing Administration.

11. At all times relevant, Bank of America was the beneficiary of Plaintiff's Note and Deed of Trust, and Carrington Mortgage was the servicer of the loan.

***Plaintiff's Financial Difficulties,  
His Submission of a Loss Mitigation Application to Carrington Mortgage,  
and Defendants Foreclosure on Plaintiff's Home***

12. In 2009, Plaintiff, a single father, was awarded full custody of his minor daughter.

13. Due to employment difficulties and a new custody battle with his ex-wife, on or around April 2016, Plaintiff was faced with the choice of either paying the necessary legal fees to maintain custody of his child or making his monthly home mortgage loan payment. Plaintiff made the difficult decision to pay the legal fees associated with the child custody proceedings.

14. Plaintiff first became behind on his mortgage payments on or around May 1, 2016.

15. As of August 1, 2016 Plaintiff was more than three payment of his installments behind on his mortgage.

16. Despite this, neither Defendant attempted to have a face-to-face meeting with the Plaintiff to discuss his hardship and work with him to make a payment arrangement.

17. In the summer of 2016, Plaintiff launched a small business that he operated solely from the garage of his home. With the launch of his business's primary product in October 2016, Plaintiff's business began to generate revenue in late 2016.

18. On or around December 29, 2016, Plaintiff received a letter informing him that his home was in foreclosure and that titled to the property was expected to transfer to Bank of American within 60 to 90 days.

19. In early January 2017, a person who identified herself as a contractor for the Defendants contacted Plaintiff in person at his home.

20. The contractor for the Defendants asked Plaintiff if he wanted to keep his home.

21. Since it was the only home he had for his daughter and himself and the location of his small business, he indicated he wanted to keep the home.

22. The contractor for Defendants asked whether Plaintiff would be able to bring his payments current on his home loan, and Plaintiff indicated that he was hopeful, but not certain, that he could bring his home loan current.

23. The contractor for Bank of America did not inform or assist Plaintiff with loss mitigation options. Instead, the contractor for Bank of America recommended that Plaintiff contact his mortgage servicer, Carrington Mortgage, directly.

24. After the visit from the contractor, Plaintiff first learned about the availability of loss mitigation procedures.

25. On or around January 18, 2017, Plaintiff submitted a completed mortgage assistance application that he obtained online with the required supporting documents to Carrington Mortgage by mail.

26. On January 19, 2017, Plaintiff provided the same mortgage assistance application with all supporting documents to Carrington Mortgage by electronic mail.

27. Both of these mortgage assistance applications were facially complete, in that he provided all the requested information and supporting documentation.

28. By notice dated January 24, 2017, Carrington Mortgage informed Plaintiff that he needed to submit additional documentation that was not required with the initial mortgage assistance application no later than February 23, 2017.

29. Shortly thereafter, Plaintiff was notified that a foreclosure sale of his home would occur on March 1, 2017.

30. Plaintiff submitted the supplemental documents as requested by Carrington Mortgage.

31. On February 28, 2017, the case manager for Plaintiff's application requested over the phone that Plaintiff submit a document that Plaintiff previously submitted to Carrington Mortgage, on two prior occasions.

32. During the February 28, 2017 phone call, Plaintiff asked the case manager about the status of the March 1<sup>st</sup> foreclosure auction of his home, and the case manager told Plaintiff that the auction would be postponed with Plaintiff's submission of the requested document.

33. In reliance on the conversation, Plaintiff immediately went home to gather the required documentation and, again, re-submit the documents to Carrington Mortgage.

34. Plaintiff submitted the document requested by the case manager on February 28, 2017, within an hour of the case manager's request.

35. The next day, on March 1, 2017, Plaintiff's home was sold at auction and it was purchased by Bank of America.

36. Carrington Mortgage subsequently sent Plaintiff a "Cancellation Notification," dated February 28, 2017 canceling Plaintiff's application for mortgage assistance and informing Plaintiff that it "did not receive all documents to complete our review process."

37. Although the Cancellation Notice was dated February 28, 2017, the postage on the letter was dated March 2, 2017, and the United States Postal Service postmark indicates that the postal service accepted custody of the letter on March 3, 2017.

38. Plaintiff subsequently received a Notice of Eviction dated March 13, 2017.

***Defendants Failed to Comply with the Condition Precedent to Foreclose***

39. The Federal Housing Administration (“FHA”) was created by Congress as part of the National Housing Act of 1934. The FHA insures loans made by lenders to qualifying homebuyers. The FHA is part of the Department of Housing and Urban Development (“HUD”).

40. In the case of a default, HUD insures the full value of qualified mortgages making such loans risk-free for lenders. Because of this, HUD has identified servicing practices that it considers acceptable for mortgages it insures. It is the intent of HUD that “no mortgagee shall commence foreclosure or acquire title to a property until [its servicing] responsibilities . . . have been followed.” 24 C.F.R. § 203.500.

41. HUD’s Handbook on Administration of Insured Home Mortgages describes the Mortgagee Collection Attitude “when acquiring the servicing of a mortgage from another mortgagee, at that time it committed itself to assume the added costs and effort required to service those mortgages in accordance with HUD guidelines should they become delinquent.” U.S. Dep’t of Hous. & Urban Dev., Handbook 4330.1 REV-5: Administration of Insured Home Mortgages, § 7-4 (September 29, 1994), [https://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_14710.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14710.pdf).

42. All Virginia Deeds of Trusts (including Plaintiff’s) insured by FHA and HUD state that “Lender may, except as limited by regulations issued by the Secretary [of Housing and Urban Development], in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if . . . .”

43. All Virginia Deeds of Trust (including Plaintiff's) further provide that "[i]n many circumstances regulations issued by the Secretary will limit [the] [l]ender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by the regulations of the Secretary." (Emphasis added).

44. The regulations, among other things, require a "face-to-face meeting with the mortgagor, or make a reasonable attempt to arrange such a meeting before three full monthly installments due on the mortgage are unpaid. . . ." 24 C.F.R. § 203.604.

45. To that end, the regulations provide that "[s]uch a reasonable effort to arrange a face-to-face meeting shall also include at least one trip to see the mortgagor at the mortgaged property, unless the mortgaged property is more than 200 miles from the mortgagee, its servicer, or a branch office of either, or it is known that the mortgagor is not residing in the mortgaged property." 24 C.F.R. § 203.604(d) (emphasis added).

46. In *Matthews v. PHH Mortgage Corp.*, the Virginia Supreme Court held that the requirements of 24 C.F.R. § 203.604 are incorporated as conditions precedent to a foreclosure sale under the Deed of Trust. 283 Va. 723 (2012).

47. The "purpose of the face-to-face meeting is to 'reduc[e] the incidence of foreclosure' by providing an environment in which the 'mortgagee employee can often determine the cause of the default, obtain financial information[,] establish a repayment schedule[,] and prevent foreclosure by influencing the payment habits of mortgagors.'" *Squire v. Virginia Hous. Dev. Auth.*, 287 Va. 507, 517, (2014) (quoting U.S. Dep't of Hous. & Urban Dev., Handbook 4330.1 REV-5:, *supra* ¶ 41, § 7-7(C)(1)).

48. As a matter of policy and common practice, Defendants made absolutely no effort to arrange a face-to-face meeting with Plaintiff or the putative class before three full monthly installments due on the mortgage are unpaid.

49. Moreover, consistent with its policy not to conduct face-to-face interviews, Defendants never made a trip to Plaintiff's home where its intent was to provide loss mitigation services within this timeframe.

50. Plaintiff's property is within 200 miles from a branch office of Bank of America; therefore, Plaintiff was entitled to a face-to-face interview.

51. Plaintiff's property is also within 200 miles from an office of Carrington Mortgage; therefore Plaintiff was entitled to a face-to-face interview.

52. Further, instead of arranging face-to-face interviews, as a matter of common practice, Defendants hire a third-party company to send correspondence to Virginia consumers encouraging them to contact Defendants.

53. To the extent the third-party company representatives actually attempt to visit consumers, it is not within the timeframes prescribed by the regulation, and the sole purpose of the visit is to encourage borrowers to contact Defendants and not to provide loss mitigation services.

54. Moreover, upon information and belief, the third-party company representatives performing services on behalf of Defendants do not receive any training in loss mitigation, either generally or as it relates to Defendants.

55. Likewise, upon information and belief, the third-party company representatives do not have any authority to establish a repayment schedule or enter into other loss mitigation alternatives with Plaintiff on behalf of Defendants.



56. In any event, because the conditions precedent of FHA face-to-face meetings have not been attempted, let alone accomplished, Plaintiff's and the putative class members' Deeds of Trust did not authorize foreclosure.

57. As a result of the breach of contract, Plaintiff suffered damages far in excess of \$75,000, including but not limited to: (1) the equity in his property; (2) the future value and equity in the property; (3) damage to his credit; (4) future moving expenses; (5) future rent; and (6) expenses and costs attributed to the wrongful foreclosure.

58. 30. At the time of the foreclosure, the value of Plaintiff's property and the balance of his loan exceeded \$75,000.00.

**COUNT ONE:**  
**BREACH OF CONTRACT**  
**(CLASS CLAIM AGAINST BOTH DEFENDANTS)**

59. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth herein.

60. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as follows.

All natural persons (a.) located in the Commonwealth of Virginia (b.) who had a mortgage loan on or after May 5, 2012, which was insured by the Federal Housing Administration; (c.) and suffered a completed foreclosure when Bank of America was the beneficiary of the Deed of Trust and Carrington Mortgage was the servicer (d.) for a property that Defendants' pre-foreclosure records stated a value greater than \$75,000.

61. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Plaintiff does not know the exact size or identities of the members of the proposed class, since such information is in the exclusive control of Defendants. However, based on the volume of foreclosures conducted by Defendants in the past five years, Plaintiff reasonably estimates that the proposed class size is hundreds, if not thousands,

of Virginia consumers. Therefore, the proposed class is so numerous that joinder of all members is impracticable.

62. Based on the estimated size of the class, Plaintiff believes the amount in controversy exceeds \$5 million due to loss of equity of the putative class members and other expenses associated with the loss of their homes to foreclosures.

63. **Existence and Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting only individual members. All members of the class have been subject to and affected by the same conduct. These common legal and factual questions include, among other things and without limitation:

- a. The review and interpretation of the FHA's form Deed of Trust;
- b. The nature, scope and operation of Defendants' obligations to homeowners under the FHA;
- c. Whether Defendants' failure to make any effort to make a trip to consumers' properties prior to foreclosure amounts to a breach of contract; and
- d. Whether the Court can order Defendants to pay damages and what the proper measure of damages is, and also whether the Court can enter injunctive relief and whether the foreclosure sale is void.

64. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each Class member for the reasons alleged in the previous paragraph and in that the other members of the class were subject to the same conduct as Plaintiff, signed the same agreement, and were met with the same absence of the requirements of the face-to-face interview. In addition, Plaintiff is entitled to relief under the same causes of action as the other members of the Class;

65. **Adequacy.** Plaintiff is an adequate representatives of the Class because his interests coincide with, and are not antagonistic to, the interests of the members of the Class he seeks to represent, he has retained counsel competent and experienced in such litigation, and he intends to

prosecute this action vigorously. FED. R. CIV. P. 23(a)(4). Plaintiff and his Counsel will fairly and adequately protect the interests of the members of the Class.

66. **Superiority.** As alleged previously, there are significant questions of law and fact common to the Class members. These predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. FED. R. CIV. P. 23(b)(3). The claims in this case and the circumstances of class members are such that individual prosecution would be extremely unlikely and would prove burdensome and expensive given the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for the members of the Class individually to redress effectively the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation; it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case.

67. **Injunctive Relief Appropriate for the Class.** Class certification is appropriate because Defendants have acted on grounds generally applicable to the Class, making appropriate equitable injunctive relief with respect to Plaintiff and the Class members. FED. R. CIV. P. 23(b)(2). Plaintiff asks for a declaration that the foreclosure deed was void and an injunction against further attempts to foreclose until and unless the terms of the Deed of Trust have been met.

68. As described above, a Deed of Trust is construed under Virginia law as a contract.

69. As a precondition to foreclosure under the terms of the Deed of Trust, Defendants were required to make at least one trip to Plaintiff's property prior to falling more than three installments behind and prior to foreclosure in order to provide loss mitigation services as required by the FHA.

70. Defendants breached the Deed of Trust and did not satisfy the preconditions to foreclosure due to their failure to make at least one trip to see Plaintiff and the putative class members.

71. Defendants sending of a representative from a third-party contractor who has no authority to offer Plaintiff and the putative class members a loan modification does not satisfy Defendants' preconditions to foreclosure under the terms of the Deed of Trust.

72. Defendants' breaches of the Note and Deed of Trust have caused Plaintiff and the putative class members to suffer economic damages for which there is no adequate remedy at law, and for which Defendants should be held liable.

73. By means of example only, Plaintiff and members of the putative class lost their homes, lost equity in their homes, or were forced to pay relocation expenses as a direct result of Defendants' conduct.

74. The value of each putative class member's economic loss is greater than \$75,000.

75. Moreover, Plaintiff on behalf of himself and the putative class requests that the Court declare the foreclosure sales void or in the alternative voidable, impose a resulting trust, or in the alternative, a constructive trust for their benefit so that their homes can be deeded back to them.

76. Plaintiff and the putative class members are also entitled to actual damages for each class member who has incurred such damages.

**COUNT TWO:  
VIOLATION OF RESPA, 12 U.S.C. § 2605  
(INDIVIDUAL CLAIM AGAINST CARRINGTON MORTGAGE)**

77. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth herein.

78. On or around January 18, 2017, Plaintiff submitted a complete or facially complete mortgage assistance application as defined by 12 C.F.R. § 1024.41(c).

79. The application was submitted to Carrington Mortgage more than 37 days prior to the foreclosure sale of his home scheduled for March 1, 2017.

80. Carrington Mortgage violated RESPA, 12 U.S.C. § 2605 and 12 C.F.R. § 1024.41(c), by failing to timely evaluate Plaintiff for all loss mitigation options available to Plaintiff.

81. Carrington Mortgage violated RESPA, 12 U.S.C. § 2605 and 12 C.F.R. § 1024.41(c), by failing to provide the borrower with a notice in writing stating Carrington Mortgage's determination of which loss mitigation options it would offer to Plaintiff.

82. Alternatively, Carrington Mortgage violated RESPA, 12 U.S.C. § 2605 and 12 C.F.R. § 1024.41(c) by failing to exercise reasonable diligence in obtaining documents and information to complete a loss mitigation application.

83. As a result of Carrington Mortgage's violations of 12 U.S.C. § 2605 and 12 C.F.R. § 1024.41(c), Plaintiff suffered actual damages under § 2605(f), including but not limited to: the loss of his home, the loss of equity in his home, damage to reputation, embarrassment, humiliation, and other emotional distress associated with the wrongful foreclosure of his home.

84. Carrington Mortgage's conduct appears to be a pattern and practice of misconduct with many consumers. Plaintiff has been a victim of this pattern of misconduct. For each violation

of 12 U.S.C. § 2605 and 12 C.F.R. § 1024.41(c), Carrington Mortgage is also liable to Plaintiff for additional damages of up to \$2,000 per violation.

85. Plaintiff is also entitled to recover costs and attorney's fees from Carrington Mortgage in an amount to be determined by the Court pursuant to 12 USC § 2605(f)(3).

**COUNT THREE:**  
**ACTUAL FRAUD**  
**(INDIVIDUAL CLAIM AGAINST CARRINGTON MORTGAGE)**

86. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth herein.

87. During a February 28, 2017 phone call, Carrington Mortgage's representative told Plaintiff that the foreclosure auction of his home would not proceed if he submitted the requested document.

88. Plaintiff relied on the representation of Carrington Mortgage's representative that the foreclosure auction of his home would not proceed while his application for mortgage assistance was under review.

89. Plaintiff submitted the document requested by the Carrington Mortgage representative within an hour of the request on February 28, 2017.

90. Carrington Mortgage knew or should have known that Plaintiff was relying on the representation that his application for mortgage assistance was under review and that his home would not be sold in a foreclosure auction.

91. The representation made by Carrington Mortgage's representative was untrue as evidenced by the foreclosure sale of Plaintiff's home.

92. Carrington Mortgage made this false statement of fact with no intent to honor it as evidenced by its letter dated the same day that cancelled the loan modification. Carrington Mortgage's conduct prevented Plaintiff from pursuing other options to save his home.



JS 44 (Rev. 12/12)

**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**

DANA HAWES, on behalf of himself all others similarly situated,

**DEFENDANTS**

BANK OF AMERICA, N.A and CARRINGTON MORTGAGE SERVICES, LLC

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

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Kristi C. Kelly & Andrew J. Guzzo/ Kelly & Crandall, PLC  
3925 Chain Bridge Road. Ste. 202, Fairfax, VA 22030  
(703) 424-7570

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 or 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 and 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  | RIGHTS/PENALTY   | BANKRUPTCY  | OTHER STATUTES  |   |
|---|--|--|---|---|---|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input checked="" type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property  | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education   | <b>PRISONER PETITIONS</b><br><b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement                                |   |   |   |

**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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
12 U.S.C. § 2601  
Brief description of cause:  
Violation of the Real Estate and Settlement Procedures Act

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 5/5/17 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [RESPA Class Action Filed Against Bank of America, Carrington](#)

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