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*Attorneys for Defendant,
Nationstar Mortgage LLC d/b/a Mr. Cooper*

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

PIA MCADAMS, on behalf of herself
and those similarly situated,

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER, a Delaware limited
liability company, and DOES 1 through
10, inclusive,

Defendants.

Case No. **'20CV2202 L BLM**

[San Diego County, Case No. 37-
2020-00033451-CU-OR-CTL]

**NATIONSTAR MORTGAGE
LLC D/B/A/ MR. COOPER'S
NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. § 1332,
1441, AND 1446**

1 **TO THE CLERK OF THE ABOVE ENTITLED COURT:**

2 **PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. §§ 1332, 1441, and
 3 1446, Nationstar Mortgage LLC (“Nationstar”), by counsel, removes this action from
 4 the Superior Court for the State of California, County of San Diego, to the United
 5 States District Court for the Southern District of California. Removal is proper
 6 because this Court has subject matter jurisdiction by way of diversity jurisdiction
 7 pursuant to 28 U.S.C. § 1332(a) and diversity jurisdiction under the Class Action
 8 Fairness Act (“CAFA”) pursuant to 28 U.S.C. § 1332(d). In support of its Notice of
 9 Removal, Nationstar states the following:

10 **I. Relevant Facts Relating to State Court Action**

11 1. On September 22, 2020, Plaintiff filed the underlying action in the
 12 Superior Court of California, San Diego County, tilted *McAdams v. Nationstar*
 13 *Mortgage LLC d/b/a Mr. Cooper*, Case No. 37-2020-00033451-CU-OR-CTL (the
 14 “State Court Action”).

15 2. Plaintiff alleges that, on or about August 19, 2004, American Wholesale
 16 Lender, Inc. (“American”) extended a \$308,000.00 loan to Plaintiff (the “Loan”),
 17 which is evidenced by a Promissory Note. *See* Ex. 1 at ¶¶ 18-19, Ex. A. A deed of
 18 trust (“DOT”) encumbering real property located at 2121 Fiori Drive, Vista,
 19 California 92084 (the “Property”) secures the Loan. *Id.* Nationstar serviced the Loan
 20 at all times relevant to the instant action. *Id.* at ¶ 20.

21 3. In 2015, Plaintiff allegedly experienced a loss of income and could no
 22 longer make the Loan’s monthly payments. *See* Ex. 1 at ¶¶ 21-22. As a result,
 23 Plaintiff filed for bankruptcy in 2015. *Id.*

24 4. On or about October 20, 2018, Nationstar “referred [Plaintiff’s] account
 25 for foreclosure” with Affinia Default Services, LLC (“Affinia”), the Loan’s trustee
 26 at that time, recording a Notice of Default and Election to Sell Under Deed of Trust
 27 (“NOD”) on November 19, 2018. *See* Ex. 1 at ¶ 23, Ex. A. Plaintiff alleges that the
 28 declaration attached to the NOD was false because “Nationstar did not contact

1 [Plaintiff] to assess her financial situation or explore options to avoid foreclosure
2 prior to recording the [NOD].” *Id.* at ¶ 28, Ex. A.

3 5. On or about January 16, 2019, Plaintiff supposedly submitted a loan
4 modification application (the “Application”) to Nationstar via its online web portal.
5 *See* Ex. 1 at ¶ 36. On or about February 14, 2019, Nationstar sent correspondence to
6 Plaintiff informing her: (1) that the Application was incomplete; (2) what information
7 was needed to complete the Application; and (3) that the additional information had
8 to be submitted no later than March 15, 2019 to complete the Application. *Id.* at ¶¶
9 37-38, Ex. C.

10 6. On February 19, 2019, Affinia recorded a Notice of Trustee Sale (the
11 “NOTS”), which set the Property’s sale date for March 22, 2019. *See* Ex. 1 at ¶ 40,
12 Ex. D.

13 7. Plaintiff further alleges that on or about March 8, 2019, she submitted
14 necessary documents to complete the Application via Nationstar’s online web portal.
15 *See* Ex. 1 at ¶ 43. On or about March 8, 2019, Nationstar sent Plaintiff
16 correspondence stating that the Application remained incomplete because Plaintiff’s
17 profit and loss statement had “missing pages and was not in the correct format.” *Id.*
18 at ¶¶ 44-47, Ex. D. Nationstar allegedly requested Plaintiff to resubmit a corrected
19 profit and loss statement no later than April 7, 2019. *Id.* ¶ 48, Ex. D.

20 8. On or about March 22, 2019, the Property was sold via trustee sale to a
21 third-party purchaser. *See* Ex. 1 at ¶ 51. Plaintiff claims that as a result of
22 Nationstar’s conduct, she “was denied a meaningful opportunity to prevent the loss
23 of the [Property].” *Id.* at ¶ 56. Plaintiff further asserts that “Nationstar’s misconduct
24 was not limited to her but instead reflects a pattern of willful disregard of California
25 homeowners’ rights and protections afforded to them under the Homeowners Bill of
26 Rights (“HBOR”).” *Id.* at ¶ 61.

27 9. Based upon the above allegations, Plaintiff alleges the following causes
28 of action against Nationstar:

(1) Violations of Cal. Civ. Code §§ 2923.5 (“Section 2923.5”), 2923.6 (“Section 2923.6”), Section 2924.10 (“Section 2924.10”), 2924.17 (“Section 2924.17”) (collectively, the “HBOR”); (2) negligence; (3) intentional misrepresentation; (4) negligent misrepresentation; (5) promissory estoppel; (6) breach of the implied covenant of good faith and fair dealing; and (7) violations of Business and Professions Code § 17200, *et seq.* (the “UCL”).

II. Diversity Jurisdiction Exists Under 28 U.S.C. § 1332(a)

10. Diversity jurisdiction exists in this matter pursuant to 28 U.S.C. § 1332(a)(1), which provides that the district court has original jurisdiction of “all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States.” As demonstrated in more detail below: (1) Plaintiff’s citizenship is diverse from that of Nationstar; and (2) the amount-in-controversy exceeds \$75,000.00.

A. Complete Diversity Exists Between the Parties

11. Plaintiff states in her complaint that she is “a citizen and resident of Vista, California 92084.” See Ex. 1 at ¶ 10. This allegation serves as *prima facie* evidence that Plaintiff is domiciled in California. See *Bergman v. Bank of Am.*, No. 13-cv-00741, 2013 WL 5863057, at *1 n.2 (N.D. Cal. Oct. 23, 2013) (“A party’s residence is *prima facie* evidence of domicile”) (internal citations omitted); *Zavala v. Deutsche Bank Trust Company Americas*, No. 13-cv-1040, 2013 WL 3474760, at *3 (N.D. Cal. July 10, 2013) (“[T]he complaint indicates that Zavala resides in California . . . In the absence of evidence to the contrary, Zavala is a California citizen for diversity purposes”) (internal citation omitted).

12. Nationstar is a limited liability company. “A limited liability company is deemed to be a citizen of every state of which its owners or members are citizens.” *Satarco Kish Trading, LLC v. Wamar Int’l Grp., LLC*, 2015 U.S. Dist. LEXIS 92881, at * 1 (citing *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006)). Nationstar’s principal place of business and headquarters is in Coppell, Texas, where its officers direct, control, and coordinate its activities. Furthermore, Nationstar is an indirect, wholly owned subsidiary of a publicly traded company, Mr.

1 Cooper Group Inc. (formerly known as WMIH Corp.) (“Mr. Cooper”), a Delaware
 2 corporation. Nationstar is directly owned by two entities: (1) Nationstar Sub1 LLC
 3 (“Sub1”) (99%); and (2) Nationstar Sub2 LLC (“Sub2”) (1%). Both Sub1 and Sub2
 4 are Delaware limited liability companies and are both 100% owned by Nationstar
 5 Mortgage Holdings Inc. (“NSM Holdings”). NSM Holdings is incorporated in
 6 Delaware with its principal place of business located in Texas. Therefore, Nationstar
 7 is a citizen of Delaware and Texas for purposes of diversity jurisdiction.

8 13. Accordingly, there is complete diversity of citizenship between Plaintiff
 9 and Nationstar, who are the only parties to this action. See 28 U.S.C. § 1332(a)(1).

10 **B. The Amount-in-Controversy Requirement is Satisfied**

11 14. Further, pursuant to 28 U.S.C. § 1446(c)(2)(B), removal of the State
 12 Court Action is proper because the amount-in-controversy exceeds \$75,000. “[A]
 13 defendant can establish the amount in controversy by an unchallenged, plausible
 14 assertion of the amount in controversy in its notice of removal.” *Ibarra v. Manheim*
 15 *Investments, Inc.*, 775 F.3d 1193, 1197-98 (9th Cir. 2015) (citing *Dart Cherokee*
 16 *Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 88-89 (2014)). “Evidence
 17 establishing the amount is required by §1446(c)(2)(B) only when the plaintiff
 18 contests, or the court questions, the defendant’s allegation.” *Dart Cherokee Basin*
 19 *Operating Co., LLC*, 135 S. Ct. at 554. “If a plaintiff alleges damages in excess of
 20 the jurisdictional amount, then the amount in controversy requirement is
 21 presumptively satisfied, unless the plaintiff proves to a legal certainty that the claim
 22 is actually worth less than the jurisdictional amount.” *Fletcher v. Toro Co.*, 2009
 23 U.S. Dist. LEXIS 126693, at * 6 (S.D. Cal. 2009) (citations omitted).

24 15. Even in a purported class action, a court properly exercises jurisdiction
 25 based on diversity when the amount-in-controversy of the named plaintiff’s claims
 26 exceeds \$75,000. See *Gibson v. Chrysler Corp.*, 261 F.3d 927, 941 (9th Cir.2001)
 27 (holding that if there is original jurisdiction over the named plaintiff based on
 28

1 diversity, then supplemental jurisdiction will attach to the claims of all other
2 plaintiffs).

3 16. Although Nationstar does not concede liability as to Plaintiff's claims,
4 accepting Plaintiff's allegations as true, the case satisfies the \$75,000 amount-in-
5 controversy requirement for removal.

6 17. In determining the amount-in-controversy, the Court should consider
7 Plaintiff's demand for statutory penalties, punitive damages, actual damages,
8 injunctive relief, and attorneys' fees. *Conrad Assocs. v. Hartford Acc. & Indem. Co.*,
9 994 F. Supp. 1196, 1198 (N.D. Cal. 1998) ("The amount in controversy includes
10 claims for general and special damages (excluding costs and interests), including
11 attorneys' fees, if recoverable by statute or contract, and punitive damages, if
12 recoverable as a matter of law").

13 18. Plaintiff's Complaint seeks the following damages: (1) treble actual
14 damages or statutory damages of \$50,000.00, whichever is greater, pursuant to Cal.
15 Civ. Code §§ 2924.12(b) and 2924.19(b); (2) attorneys' fees and costs; (3) restitution;
16 (4) statutory damages; and (5) punitive damages. See Ex. 1.

17 19. In a settlement communication to Nationstar, Plaintiff claims he is
18 seeking \$390,000 in actual damages, and \$390,000 in punitive damages resulting
19 from Nationstar's alleged violation of HBOR. A court can consider Plaintiff's
20 settlement communications when determining the amount in controversy for
21 purposes of removal. See *Del Real v. Healthsouth Corp.*, 171 F.Supp.2d 1041, 1043
22 (D. Ariz. 2001) ("[D]efendants may use a variety of documents, including a written
23 settlement demand, as 'other paper,' to determine if the case is removable.")

24 20. Moreover, Plaintiff seeks to recover his fees under the HBOR, which
25 the Court can consider and aggregate to determine the amount-in-controversy. See
26 *Lowdermilk v. U.S. Bank Nat'l Assoc.*, 479 F.3d 994, 999-1000 (9th Cir. 2007),
27 overruled on other grounds as recognized by *Rodriguez v. AT&T Mobility Servs.*
28 *LLC*, 728 F.3d 975 (9th Cir. 2013) ("[w]here an underlying statute authorizes an

1 award of attorneys' fees, either with mandatory or discretionary language, such fees
 2 may be included in the amount-in-controversy"); *see also*, Cal. Civ. Code §§
 3 2924.12(b), 2924.19(b). Although attorneys' fees cannot be precisely calculated,
 4 when viewed in combination with alleged actual, statutory, and punitive damages
 5 requested, this matter easily meets the jurisdictional minimum for amount-in-
 6 controversy. *See, e.g., Spomer v. Wells Fargo Bank N.A.*, No. 17-cv-02035, 2020 WL
 7 2061829, at *12 (D. Or. Apr. 28, 2020) (awarding \$398,576.25 in attorneys' fees to
 8 plaintiff's counsel following trial in individual credit reporting case); *Humphrey v.*
 9 *Navient Sols., Inc.*, No. 16-cv-370, 2020 WL 4047955, at *1 (W.D. Wis. July 20,
 10 2020) (awarding \$55,410 in attorneys' fees to plaintiff's counsel following trial in
 11 individual credit reporting case).

12 21. Because the combined cost of statutory, punitive damages, and
 13 attorneys' fees that Plaintiff has demanded in this case exceeds \$75,000, the amount-
 14 in-controversy requirement under 28 U.S.C. § 1332(a) is met.

15 **III. Diversity Jurisdiction Exists Under 28 U.S.C. § 1332(d)**

16 22. This Court also has diversity jurisdiction over Plaintiff's claims under
 17 the Class Action Fairness Act ("CAFA") pursuant to 28 U.S.C. § 1332(d).

18 23. Section 1332(d) provides that "[t]he district courts shall have original
 19 jurisdiction of any civil action in which the matter in controversy exceeds the sum or
 20 value of \$5,000,000, exclusive of interest and costs, and is a class action in which...
 21 any member of a class of plaintiffs is a citizen of a State different from any
 22 defendant." 28 U.S.C. § 1332(d).

23 24. Nationstar does not concede any liability on Plaintiff's claims, does not
 24 concede the propriety of Plaintiff's alleged class, and denies that any class could be
 25 certified pursuant to Federal Rule of Civil Procedure 23 or on any other basis.
 26 Nonetheless, assuming the allegations in the Complaint are true for the purposes of
 27 removal, the Complaint meets each element for removal under CAFA.

C. Diversity of Citizenship Exists Under CAFA

25. Diversity of citizenship exists under CAFA if any member of a class of plaintiffs is a citizen of a State different from any defendant. 28 U.S.C. § 1332(d)(2).

26. Because Plaintiff is a California citizen and Nationstar is a citizen of Delaware and Texas, diversity exists under 28 U.S.C. § 1332(d)(2)(A). (*See* ¶¶ 6-8, *supra*.) Moreover, because Nationstar is not a citizen of the state in which the action was originally filed, none of the grounds for declining to exercise jurisdiction in 28 U.S.C. § 1332(d)(3) and (4) apply.¹

27. CAFA also provides an exception when “the primary defendants are States, state officials, or other governmental entities against whom the district court may be foreclosed from ordering relief.” 28 U.S.C. § 1332(d)(5). Nationstar is not a State, a state official, or governmental entity and, as a result, this exception does not apply.

28. Finally, Plaintiff alleges that his alleged class includes all individuals on whose property Nationstar foreclosed on during a three-year period after the individual had submitted a loan modification application. Taking into account Nationstar’s volume of first-lien mortgage liens in California, and the percentage of defaulted loans for which Nationstar reviews loan modification applications, the number of individuals belonging to Plaintiff’s alleged class exceeds 100 borrowers. *See Richards v. Now, LLC*, No. 218CV10152SVWMRW, 2019 WL 2026895, at *1 (C.D. Cal. May 8, 2019) (citing *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 135 S. Ct. 547, 554 (2014) (“Where a defendant seeks to remove a class action filed in state court pursuant to CAFA, a defendant need only plausibly allege

¹ CAFA provides a discretionary exception when “greater than one-third but less than two-thirds of the members of all proposed plaintiff classes in the aggregate and the primary defendants are citizens of the State in which the action was originally filed.” See 28 U.S.C. § 1332(d)(3). CAFA provides an exception for a “local controversy” when at least one defendant is “a citizen of the State in which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(A)(i)(II)(cc). CAFA provides an exception where “two-thirds or more of the members of all proposed plaintiff classes in the aggregate, and the primary defendants, are citizens of the State in which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(B).

1 in the notice of removal that the CAFA prerequisites are satisfied.”) Accordingly,
 2 the exception to removal in 28 U.S.C. § 1332(d)(5)(B) is inapplicable.

3 **D. The Amount-in-Controversy is Satisfied Under CAFA**

4 29. To satisfy CAFA, the “matter in controversy” must exceed the sum of
 5 \$5,000,000. *See* 28 U.S.C. § 1332(d)(2). As noted above, “a defendant can establish
 6 the amount in controversy by an unchallenged, plausible assertion of the amount in
 7 controversy in its notice of removal.” *Ibarra*, 775 F.3d at 1197-98 (citing *Dart*
 8 *Cherokee Basin Operating Co., LLC*, 574 U.S. at 88-89).

9 30. In Plaintiff’s Complaint, he seeks statutory damages, punitive damages,
 10 treble actual damages, and injunctive relief on behalf of the class. (Compl., ¶ 223.)
 11 Nationstar denies that Plaintiff is entitled to his alleged damages and further denies
 12 that Plaintiff’s classes are certifiable or that putative class members can be identified
 13 consistent with Federal Rule of Civil Procedure 23. Nonetheless, given that
 14 Nationstar has conducted at least 100 foreclosures following the review of a first-lien
 15 loan modification in California during the relevant time period, Plaintiff has clearly
 16 alleged over \$5,000,000 in controversy.

17 31. Plaintiff claims he is entitled to \$50,000 in statutory damages under the
 18 HBOR. (Compl. at ¶¶ 139, 152, 160, 167.) Using just Plaintiff’s stated statutory
 19 damage claim of \$50,000, the alleged amount in controversy easily meets CAFA’s
 20 amount-in-controversy for removal (100 customers x \$50,000 statutory damages =
 21 \$5,000,000). Furthermore, Plaintiff seeks actual damages on behalf of the class for
 22 several other causes of action: (1) negligence; (2) intentional misrepresentation; (3)
 23 negligent misrepresentation; (4) promissory estoppel; (5) breach of the implied
 24 covenant of good faith and fair dealing; and (6) violations of Business and
 25 Professions Code § 17200, et seq. (the “UCL”). *See* Ex. 1 at ¶¶ 174, 193, 201, 208,
 26 223. Plaintiff claims his actual damages resulting from these causes of action are
 27 \$390,000. Extrapolating those damages for every class member again satisfies
 28 CAFA’s \$5 million threshold (\$390,000 x 100 = \$39 million).

32. Plaintiff's Complaint also seeks "an award of attorney's fees" on behalf of the class. (Compl., ¶¶ 223(f).) The Ninth Circuit has established a 25% recovery benchmark level "for reasonable attorney's fees in class action cases, and that such fees are properly included in calculations of the amount in controversy." *Garibay v. Archstone Cmtys. LLC*, 539 Fed.Appx. 763, 764 (9th Cir. 2013). Using Plaintiff's claimed statutory damage of \$50,000 to estimate the amount of controversy with over 100 potential class members, the amount in controversy clearly exceeds the \$5,000,000 threshold. ($\$50,000 \times 100 = \$5,000,000$; 25 percent of the total amount-in-controversy which is \$1,250,000).

33. Plaintiff separately seeks injunctive relief and an order requiring Nationstar to disgorge all revenue and profits it obtained through its acts and/or practices that allegedly violate the UCL. See Ex. 1 at ¶¶ 222, 223(d). Plaintiff does not allege specific monetary amounts for each of these alleged remedies; however, the Court can consider these elements in the aggregate when determining the amount in controversy. See *Nelson v. Bic USA, Inc.*, 2008 U.S. Dist. LEXIS 27366, at * 17 (S.D. Cal. 2008) ("[t]he disgorgement of revenue and/or profits can also be included in the calculation of the amount-in-controversy under CAFA."); *see also, Anderson v. SeaWorld Parks & Entm't, Inc.*, 132 F.Supp.3d 1156, 1161 (N.D. Cal. 2015) ("The amount in controversy in class actions requesting an injunction may be determined by the cost of compliance by Defendant.").

IV. Procedural Requirements

34. In accordance with 28 U.S.C. § 1446(a), a true and correct copy of all process, pleadings, and orders served upon Nationstar in the State Court Action are attached as Exhibit A. Upon information and belief, no other process, pleadings, or orders have been served on Nationstar.

35. Nationstar was served with the Complaint on October 13, 2020. Accordingly, this Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) because it is within thirty (30) days of service of the Complaint.

1 36. Removal to the present venue is proper under 28 U.S.C. § 1441 because
2 this Court is the United States District Court for the district corresponding to the place
3 where the State Court Action is pending. Specifically, Plaintiff filed this action in
4 the Superior Court for the State of California, County of San Diego, (see Exhibit 1),
5 which is embraced within the Southern District of California. Therefore, this action
6 may be removed to this Court.

7 37. Removal is proper pursuant to 28 U.S.C. § 1446(b)(2)(A) because no
8 other defendants have been named in this action.

9 38. In accordance with 28 U.S.C. § 1446(d), a copy of Nationstar's Notice
10 of Filing of Notice of Removal is being filed contemporaneously with the Clerk of
11 the Superior Court for the State of California, County of San Diego.

12 39. In accordance with 28 U.S.C. § 1446(d), Nationstar is also
13 contemporaneously serving this Notice of Removal on all adverse parties.

14 **V. Conclusion**

15 40. Nationstar denies the allegations of liability in Plaintiff's Complaint and
16 files this Notice of Removal without waiving any defenses, objections, exceptions,
17 or obligations that may exist in its favor in either state or federal court.

18 41. Nationstar also reserves the right to amend or supplement this Notice of
19 Removal. And, in this regard, if any questions arise as to the propriety of the removal
20 of the State Court Action, Nationstar expressly requests the opportunity to present a
21 brief, oral argument, and any further evidence necessary in support of its position that
22 this action is removable.

1 WHEREFORE, in accordance with the authorities above, Nationstar hereby
2 removes this action from the Superior Court for the State of California, County of
3 San Diego to the United States District Court for the Southern District of California,
4 and requests such other and further relief as the Court deems appropriate and just.

5
6 Dated: November 12, 2020

**TROUTMAN PEPPER
HAMILTON SANDERS LLP**

7
8 By: /s/ Patrick Kane
9 Patrick J. Kane
10 Mary Kate Kamka

11 *Attorneys for Defendant,*
12 *Nationstar Mortgage LLC d/b/a Mr.*
13 *Cooper*

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PROOF OF SERVICE

I, Erika K. Schmidt, declare:

I am a citizen of the United States and employed in San Diego County, CA. I am over the age of 18 and not a party to the within action; my business address is 11682 El Camino Real, Suite 400, San Diego, CA 92130-2092.

On November 12, 2020, I served the following document(s) described as:

**NATIONSTAR MORTGAGE LLC D/B/A/ MR. COOPER'S
NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. § 1332, 1441,
AND 1446**



BY MAIL: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego, CA, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 12, 2020, at San Diego, CA.



Erika K. Schmidt

EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

PIA MCADAMS, on behalf of herself and those
 similarly situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, d/b/a MR.
 COOPER, a Delaware limited liability company,
 and DOES 1-10, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

CLASS ACTION COMPLAINT FOR
 VIOLATIONS OF:

1. California's Homeowner Bill of Rights,
 § 2923.5
2. California's Homeowner Bill of Rights,
 § 2923.6
3. California's Homeowner Bill of Rights,
 § 2924.10
4. California's Homeowner Bill of Rights,
 § 2924.17
5. Negligence
6. Intentional Misrepresentation Cal. Civ.
 Code §§ 1709 *et seq.*
7. Negligent Misrepresentation, Cal. Civ.
 Code §§ 1709 *et seq.*
8. Promissory Estoppel
9. Breach of the Implied Warranty of
 Good Faith and Fair Dealing
10. California's Unfair Competition Law,
 Bus. & Prof. Code §§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

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1 Plaintiff Pia McAdams (“Plaintiff” or “Ms. McAdams”), on behalf of herself and all others
2 similarly situated, by and through her undersigned counsel, hereby brings this action against
3 Nationstar Mortgage LLC d/b/a Mr. Cooper, (“Defendant” or “Nationstar”) and upon information
4 and belief and investigation of counsel alleges as follows:

5 **I. INTRODUCTION**

6 1. After the nationwide foreclosure crisis in 2007, the State of California took action to
7 prohibit the abusive and deceptive loan servicing misconduct that led to the crisis through the
8 passage of the California Homeowner Bill of Rights. With this Bill, California sought to prevent
9 history from repeating itself by ensuring that California homeowners would have a meaningful
10 opportunity to negotiate with lenders and servicers of home loans prior to foreclosure, thereby
11 giving them a fair chance to prevent the loss of their homes.

12 2. Despite the lessons learned from 2007, Nationstar continues to repeat history through
13 its pattern and practice of mishandling borrowers’ loan modification applications in what can only
14 be described as an effort to prevent borrowers from pursuing loss prevention options, thereby
15 allowing Nationstar to foreclose on their homes in violation of the rights and protections afforded to
16 California homeowners under state law.

17 3. Plaintiff Pia McAdams is one of many homeowners whose rights under the
18 California Homeowner Bill of Rights were violated by Nationstar during the foreclosure process.
19 As a result of Nationstar’s misconduct, Ms. McAdams and those similarly situated were deprived of
20 a meaningful opportunity to obtain a loan modification, and thus, had no real chance in preventing
21 the loss of their homes.

22 4. Ms. McAdams now brings this action to remedy and correct Nationstar’s violations
23 and defend the rights and protections afforded to homeowners by the State of California.

24 **II. JURISDICTION AND VENUE**

25 5. Plaintiff brings this action pursuant to Cal. Civ. Code § 382.

26 6. This Court has subject matter jurisdiction over this action pursuant to Cal. Civ. Proc.
27 Code § 410.10 and Article VI, § 10 of the California Constitution. The amount in controversy,
28

1 exclusive of interest, costs and attorneys' fees, exceeds the minimum jurisdictional amount for this
2 Court.

3 7. In addition, this Court has subject matter jurisdiction over this action because the
4 property that is the subject of dispute in this action is located in the County of San Diego,
5 California.

6 8. This Court has both general and specific personal jurisdiction over Defendant
7 because Defendant has affirmatively established and maintained sufficient contacts with the State of
8 California and conducts significant business in California and otherwise intentionally avails itself to
9 the markets in California, including making, arranging, holding, and/or servicing home loans in this
10 County and throughout California. This Court has specific personal jurisdiction arising from
11 Defendant's decision to make, arrange, hold, and/or service home loans in California. Defendant
12 can be brought before this Court pursuant to California's long-arm jurisdictional statute, Cal. Civ.
13 Proc. Code § 410.10, because Defendant has substantial, continuous and systematic contacts with
14 the State of California and has purposefully availed itself of the benefits and privileges of
15 conducting business activities within this County and the State of California.

16 9. Venue is proper in this Court and County under Cal. Civ. Code § 1780(c) because
17 Defendant conducts significant business here, engages in substantial transactions in this County,
18 and because many of the transactions and material acts complained of herein occurred in this
19 County, including, specifically, the transactions between Plaintiff and Defendant, and many of the
20 transactions between Defendant and members of the putative Class, as defined herein.

21 **III. PARTIES**

22 10. Plaintiff Pia McAdams, an individual, is a citizen and resident of Vista, California
23 92084. Ms. McAdams purchased real property at 2121 Fiori Drive in Vista, California 92094 (the
24 "Residence") with a loan serviced by Nationstar. Nationstar denied Ms. McAdams a meaningful
25 opportunity to obtain a loan modification, and as a result, was able to foreclose on her Residence
26 without ever offering her any loss prevention options.

27 11. Defendant Nationstar Mortgage, LLC, doing business as Mr. Cooper, is a Delaware
28 limited liability company that services home loans in California and throughout the United States.

1 Nationstar maintains its principal place of business at 8950 Cypress Waters Blvd., Dallas Texas
2 75019.

3 12. The true names and capacities of the Doe Defendants 1 through 10 are unknown to
4 Plaintiff, and therefore Plaintiff sues these Doe Defendants by such fictitious names pursuant to
5 California Code of Civil Procedure § 474. Plaintiff will seek leave to amend this Complaint to
6 show their true names and capacities when the same has been ascertained.

7 13. Plaintiff is informed and believes, and based thereon alleges, that each of the Doe
8 Defendants were, or are, in some way or manner, responsible and liable to Plaintiff and the Class
9 Members for the events, happenings, and damages hereinafter set forth in the body of this
10 Complaint. Plaintiff is informed and believes, and based upon thereon alleges, that said Doe
11 Defendants may be responsible for the damages and injuries suffered by Plaintiff and Class
12 Members on alternative theories of liability not specifically addressed herein.

13 **IV. NATURE OF ACTION**

14 14. This is a California class action that seeks to remedy and prevent Nationstar's pattern
15 and practice of wrongfully foreclosing on properties in disregard of the rights and protections
16 afforded to California homeowners.

17 15. Throughout the loan modification process, Nationstar mishandled Ms. McAdams'
18 application by failing to comply with the foreclosure procedures set forth under California's
19 Homeowner Bill of Rights. Nationstar's misconduct included disregarding notice requirements,
20 misrepresenting deadlines, allowing its employees to sign foreclosure documents without prior
21 knowledge or review of the loan documents and loan status, and foreclosing on Plaintiff's home
22 after having received her loan modification application. Each of these violate the rights and
23 protections afforded to California homeowners.

24 16. As a result of Nationstar's conduct, Ms. McAdams and those similarly situated (the
25 "Class") were deprived of a meaningful opportunity to pursue loss prevention options to prevent
26 foreclosure of their homes.

27 17. Accordingly, Ms. McAdams brings this action for violations of California's
28 Homeowner Bill of Rights ("HOBOR"), negligence, intentional and negligent misrepresentation,

promissory estoppel, breach of the implied warranty of good faith and fair dealing, and violations of California's Unfair Competition Law ("UCL"), on behalf of herself and those similarly situated.

V. ALLEGATIONS

a. Plaintiff Pia McAdams' Experience

18. Plaintiff Pia McAdams purchased the real property at 2121 Fiori Drive in Vista, California 92084 as her primary residence on August 19, 2004.

19. Ms. McAdams purchased her Residence with a home loan obtained from Mortgage Electronic Registration System and secured by a Deed of Trust with Affinia Default Services, LLC as the duly appointed trustee.

20. Defendant Nationstar acted as mortgage servicer to Ms. McAdams' loan.

21. In 2015, Ms. McAdams was working as a teacher when she experienced a loss of income due to a reduced number of students enrolled in her class.

22. Despite her best attempts to continue to make ends meet, Ms. McAdams was ultimately forced to file for bankruptcy that same year and was unable to keep up with her mortgage payments.

23. Nationstar referred Ms. McAdams' account for foreclosure on October 20, 2018 and recorded a Notice of Default on November 19, 2018. A copy of the Notice of Default is attached as Exhibit A.

24. The Notice of Default stated, "The beneficiary, mortgage servicer, or agent of beneficiary or mortgage servicer declares that it has complied with California Civil Code § 2923.5 and/or 2923.55, wherever applicable. The Declaration is attached." See Exhibit A, at p. 3.

25. The declaration attached to the Notice of Default was dated October 16, 2018.

26. The declaration declared that "[Nationstar had] contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.5(a)(2). Thirty days have passed since the initial contact was made." See Exhibit A, at p. 4.

27. The declaration certified that the declaration was "accurate, complete, and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the

1 borrower's default and the right to foreclose, including the borrower's loan status and loan
2 information." See Exhibit A, at p. 4.

3 28. However, the declaration is false because Nationstar did not contact Ms. McAdams
4 to assess her financial situation or explore options to avoid foreclosure prior to recording the Notice
5 of Default.

6 29. Had Nationstar contacted Ms. McAdams thirty days prior to executing the
7 declaration, which would have been September 17, 2018, Ms. McAdams would have requested a
8 loan modification at that time. But because Nationstar did not contact Ms. McAdams prior to filing
9 the Notice of Default, Ms. McAdams did not make a request for a loan modification until after she
10 received notice of the Notice of Default on or around November 21, 2018.

11 30. On December 22, 2018, Nationstar sent Ms. McAdams a letter in response to her
12 request. The letter requested that she complete the attached documents by January 21, 2019 "in
13 order to be evaluated for loss mitigation options." A copy of the letter is attached as Exhibit B.

14 31. The requested documents included: the Borrower Assistance Form, the IRS Form
15 4506-T (if applicable), Hardship documentation, and Income documentation. See Exhibit B, at p.
16 3.

17 32. The letter also stated that once Nationstar received Ms. McAdams' application, it
18 would provide her with a letter of acknowledgment informing her whether her application was
19 complete or whether documentation or information was missing. See Exhibit B, at p. 2.

20 33. The letter went on to state, "In the event information is missing and the application
21 has not been received too close to a scheduled foreclosure sale to permit us to evaluate your
22 application, we will provide you with a reasonable date within which the missing information must
23 be provided to us." See Exhibit B, at p. 2.

24 34. The letter further stated, "Prior to our receipt of the missing/complete documents . . .
25 the foreclosure process will continue until all documents are received unless state law provides
26 otherwise." See Exhibit B, at p. 2.

27 35. In reliance of Nationstar's representations, Ms. McAdams devoted considerable time
28 and energy into submitting her application and the requested documents.

1 36. Ms. McAdams submitted her application and the requested documents via
2 Nationstar's online web portal on January 16, 2019, nearly a week prior to the deadline.

3 37. Yet, despite Nationstar's warnings that the clock on the foreclosure process would
4 remain ticking, Nationstar delayed in acknowledging receipt of Ms. McAdams' application and
5 documents until nearly a month later, on February 14, 2019. A copy of the letter is attached as
6 **Exhibit C.**

7 38. In the letter, Nationstar informed Ms. McAdams' that the application was
8 "incomplete" because it was missing her 1099 Tax Statement and a single additional paystub.
9 Additionally, Nationstar alleged that her Profit & Loss Statement was "illegible," and needed to be
10 resubmitted. Nationstar requested the listed documents be sent or resubmitted to Nationstar by
11 March 15, 2019. *See* **Exhibit C**, at p. 1.

12 39. Near the bottom of the first page and the top of the second page of the February 14,
13 2019 letter, it stated:

14 We have provided a reasonable date for your client to return the completed Borrower
15 Response Package to us . . . Once you have provided the additional
16 documentation/information to us as requested, we will evaluate for all loss mitigation
17 options available to you. At the conclusion of the evaluation period, which is
 generally 30 days, we will send you a notification informing you of the eligibility of
 those loss mitigation options.

18 *See* **Exhibit C**, at pp. 1-2 (emphasis added).

19 40. Less than a week after sending Ms. McAdams the letter, on February 19, 2019,
20 Nationstar sent Ms. McAdams a Notice of Trustee's Sale informing her that unless she took action
21 to protect her Residence, the Residence would be sold at a public sale on March 22, 2019. A copy
22 of the letter is attached as **Exhibit D.**

23 41. On the last page of the February 19, 2019 letter, it stated that "the sale date shown on
24 the attached notice of sale may be postponed one or more times by the mortgagee, beneficiary,
25 trustee, or a court, pursuant to Section 2924g of the California Civil Code." *See* **Exhibit D**, at p. 6.

26 42. Believing that so long as she resubmitted her Profit and Loss Statement and sent her
27 1099 Tax Statement and paystub, Nationstar would evaluate her loss prevention options, Ms.
28 McAdams once again devoted time and energy into completing her application.

1 43. On or around March 8, 2019, Ms. McAdams resubmitted her Profit and Loss
2 Statement and sent her 1099 Tax Statement and paystub online via Nationstar's web portal, over a
3 week prior to the deadline.

4 44. On March 8, 2019, Nationstar sent Ms. McAdams a letter confirming receipt of her
5 1099 Tax Statement, paystub, and updated Profit and Loss Statement. A copy of the letter is
6 attached as Exhibit E.

7 45. However, in the letter, Nationstar stated that Ms. McAdams' application was still
8 "incomplete." See Exhibit E, at p. 1.

9 46. A chart on the first page provided a list of required documents and their status. All
10 of the "Required Documents," except for one, stated that the Document Status was "Complete."
11 The status of the Profit and Loss Statement was marked as "Updated Needed." See Exhibit E, at p.
12 1.

13 47. The letter explained that Nationstar needed a letter of explanation clarifying the
14 information provided in the Profit and Statement, and alleged that pages were missing from the
15 Statement and that it was not in the correct format. See Exhibit D, at p. 1.

16 48. Nationstar requested Ms. McAdams resubmit her Profit and Loss Statement by April
17 7, 2019. See Exhibit D, at p. 1.

18 49. Near the bottom of the first page of and on the top of the second page of the March
19 8, 2019 letter, it once again stated, "[Nationstar has] provided a reasonable date for your client to
20 return the completed Borrower Response Package to us . . . Once you have provided the additional
21 documentation/information to us as requested, we will evaluate for all loss mitigation options
22 available to you." See Exhibit D, at pp. 1-2.

23 50. Despite Nationstar describing Ms. McAdams' application as "incomplete," Ms.
24 McAdams had submitted all of the requested documents prior to Nationstar's March 15, 2019
25 deadline. While Nationstar required that the Profit and Loss Statement be updated and resubmitted,
26 the fact remained that it, along with all of the requested documents, had been submitted to
27 Nationstar within the timeframe specified. See Exhibit D, at p. 1.

28

1 51. In reliance of the March 8th letter, Ms. McAdams was in the process of resubmitting
2 her Profit and Loss Statement when Nationstar sold her Residence on a foreclosure sale on March
3 22, 2019.

4 52. Confused as to why Nationstar would instruct her to resubmit the Profit and Loss
5 Statement by April 7, 2019 when it planned to go through with the foreclosure sale on March 22,
6 2019, Ms. McAdams filed a complaint against Nationstar with the California Department of
7 Business Oversight on March 28, 2019.

8 53. After receiving Ms. McAdams' complaint, Nationstar sent Ms. McAdams a letter on
9 April 11, 2019 confirming that her Residence had been sold at a foreclosure sale on March 22,
10 2019. A copy of the letter is attached as **Exhibit F**.

11 54. Nationstar also acknowledged that its letter dated March 8, 2019, listed a deadline of
12 April 7, 2019 to resubmit the Profit and Loss Statement. *See* **Exhibit F**, at p. 1.

13 55. Nationstar further stated that it was attempting to rescind the foreclosure sale, *see*
14 **Exhibit F**, at p. 1. However, the sale was not rescinded.

15 56. As a result of Nationstar's conduct, Ms. McAdams' was denied a meaningful
16 opportunity to prevent the loss of her Residence.

17 57. Throughout the loan modification process, Ms. McAdams' relied on Nationstar's
18 representations.

19 58. In particular, Ms. McAdams relied on the deadlines stated in the letters from
20 Nationstar and the written statements including:

- 21 • "Once you have provided the additional documentation/information to us as requested, we
22 will evaluate for all loss mitigation options available to you" *See* **Exhibit B**, at p. 2.
- 23 • "In the event information is missing and the application has not been received too close to a
24 scheduled foreclosure sale to permit us to evaluate your application, we will provide you
25 with a reasonable date within which to missing information must be provided to us." *See*
26 **Exhibit B**, at p. 2.

- 1 • “Prior to our receipt of missing/complete documents, a foreclosure process may be initiated
2 or if the foreclosure has already been initiated, the foreclosure process will continue until all
3 document are received unless state law provides otherwise.” See Exhibit B, at p. 2.
- 4 • “We have provided a reasonable date for your client to return the completed Borrower
5 Response Package to us . . . Once you have provided the additional
6 documentation/information to us as requested, we will evaluate for all loss mitigation
7 options available to you.” See Exhibit C, at pp. 2-3 and Exhibit D, at pp. 2-3.

8 59. In reliance of Nationstar’s representations, Ms. McAdams complied with
9 Nationstar’s requests, yet she was never offered any type of loss prevention option to prevent
10 foreclosure of her Residence.

11 60. As discussed below, Nationstar’s conduct wrongfully deprived Ms. McAdams of a
12 meaningful opportunity to prevent the foreclosure of her Residence in violation of Cal. Civ. Code §
13 2923.5, 2923.6, 2924.10, and 2924.17.

14 61. Upon information and belief, Ms. McAdams alleges that Nationstar’s misconduct
15 was not limited to her but instead reflects a pattern of willful disregard of California homeowners’
16 rights and protections afforded to them under the California’s Homeowner Bill of Rights.

17 **b. California’s Homeowner Bill of Rights Creates a Private Cause of Action for**
18 **Violations of Cal. Civ. Code §§ 2923.5, 2923.6, 2924.10, and 2924.17**

19 62. On January 1, 2013, California Governor Edmund G. Brown Jr. signed into law the
20 California Homeowner Bill of Rights, a set of laws intended to provide protections to California
21 homeowners and borrowers during the mortgage and foreclosure process.

22 63. The Bill was California’s response to the state’s foreclosure crisis that began in
23 2007. The specific protections afforded to homeowners and borrowers under the Bill were in large
24 part due to the investigations that led to the National Mortgage Settlement.¹

25 _____
26 ¹ Amy Loftsgordon, *California Foreclosure Protection: The Homeowner Bill of Rights*, NOLO,
27 [https://www.nolo.com/legal-encyclopedia/california-foreclosure-protection-the-new-homeowner-bill-
rights.html#:~:text=The%20Homeowner%20Bill%20of%20Rights%20was%20part%20of,mortgage%20settlement%20between%2049%20states%20and%20individual%20banks](https://www.nolo.com/legal-encyclopedia/california-foreclosure-protection-the-new-homeowner-bill-rights.html#:~:text=The%20Homeowner%20Bill%20of%20Rights%20was%20part%20of,mortgage%20settlement%20between%2049%20states%20and%20individual%20banks) (last accessed Sept.
28 18, 2020).

64. The investigations that led to the National Mortgage Settlement “revealed extensive loan servicing misconduct by certain banks and servicers, including robo signing (where foreclosure documents were signed by people who had no knowledge about whether the information contained in the documents was correct), inaccurately notarized documents, improper foreclosure procedures, and deceptive practices in the loan modification process (like telling borrowers that a loan modification was imminent while simultaneously foreclosing).”²

65. “As a result of these investigations, in February 2012, 49 state attorneys general and the federal government reached a historic settlement with five of the nation’s largest banks. The settlement held them accountable for the servicing violations that contributed to the mortgage crisis.”³

66. “The Settlement required, among other things, that the banks . . . maintain better communication with lenders . . . implement appropriate standards for executing documents in foreclosure cases[, and] end dual tracking (where the bank proceeds with a foreclosure while simultaneously working with the borrowers on a loan modification).”⁴

67. Because the terms of the National Mortgage Settlement applied only to the five settling banks and their customers, California enacted HBOR to “extend[] the reforms addressed in the national mortgage settlement to almost all mortgage lenders and servicers that conduct foreclosures in the state.”⁵

68. HBOR’s provisions are set forth in California Civil Code §§ 2920.5 *et seq.*

69. HBOR’s purpose is “to ensure that, as part of the nonjudicial foreclosure process, borrowers are considered for, *and have a meaningful opportunity to obtain, available loss*

² Amy Loftsgordon, *National Mortgage Settlement: Who Benefited*, NOLO, <https://www.nolo.com/legal-encyclopedia/national-mortgage-settlement-can-you-benefit.html> (last accessed Sept. 18, 2020).

³ *Id.*

⁴ *Id.*

⁵ Amy Loftsgordon, *California Foreclosure Protection: The Homeowner Bill of Rights*, NOLO, <https://www.nolo.com/legal-encyclopedia/california-foreclosure-protection-the-new-homeowner-bill-rights.html#:~:text=The%20Homeowner%20Bill%20of%20Rights%20was%20part%20of,mortgage%20settlement%20between%2049%20states%20and%20individual%20banks.> (last accessed Sept. 15, 2020).

1 *mitigation options*, if any, offered or through the borrower's mortgage services, such as loan
 2 modifications or other alternatives to foreclosure." CAL. CIV. CODE § 2923.4 (emphasis added).

3 70. Many of HBOR's provisions expired on January 1, 2018. Of those that expired,
 4 many of the provisions were revised or replaced; these changes took effect on January 1, 2019.

5 71. HBOR created private causes of action for violations of specific HBOR provisions as
 6 provided under Cal. Civ. Code §§ 2924.12 and 2924.19.

7 72. Cal. Civ. Code § 2924.12 provides:

8 After a trustee's deed upon sale has been recorded, a mortgage servicer, mortgagee,
 9 trustee, beneficiary, or authorized agent shall be liable to a borrower for actual
 10 economic damages pursuant to Section 3281, resulting from a material violation of
 11 Section 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, or 2924.17 by that
 mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent.

12 CAL. CIV. CODE § 2924.12(b).

13 73. Cal. Civ. Code § 2924.19 provides:

14 After a trustee's deed upon sale has been recorded, a mortgage servicer, mortgagee,
 15 beneficiary, or authorized agent shall be liable to a borrower for actual economic
 16 damages pursuant to Section 3281, resulting from a material violation of Section
 17 2923.5, 2924.17, or 2924.18 by that mortgage servicer, mortgagee, beneficiary, or
 authorized agent where the violation was not corrected and remedied prior to the
 recordation of the trustee's deed upon sale, or that has been corrected.

18 CAL. CIV. CODE § 2924.19(b).

19 **c. Nationstar's Foreclosure Practices Violate Cal. Civ. Code § 2923.5**

20 74. When Nationstar attached the declaration to the Notice of Default, falsely attesting
 21 that it contacted Ms. McAdams prior to recording the Notice of Default, it purported to have
 22 complied with the requirements set forth under Cal. Civ. Code § 2923.5.

23 75. Cal. Civ. Code § 2923.5 outlines the requirements a mortgage servicer must satisfy
 24 before recording a Notice of Default.

25 76. Prior to recording a Notice of Default, the mortgage servicer must:

26 (1) make initial contact as defined under Cal. Civ. Code § 2923.5(a)(2) and wait 30 days, or
 27 satisfy due diligence requirements under Cal. Civ. Code § 2923.5(e); and
 28

1 (2) comply with the requirements of Cal. Civ. Code § 2924.18, if the borrower has submitted
2 a complete application as defined under Cal. Civ. Code § 2924.18(d).

3 CAL. CIV. CODE § 2923.5(a)(1).

4 77. In its declaration, Nationstar falsely claimed to have contacted Ms. McAdams at
5 least thirty days prior to executing the declaration. See Exhibit A, at p. 4.

6 78. Nationstar's declaration thus claimed to have satisfied the initial contact
7 requirements set forth under Cal. Civ. Code § 2923.5(a)(2), which states: "A mortgage servicer
8 shall contact the borrower in person or by telephone in order to assess the borrower's financial
9 situation and explore options for the borrower to avoid foreclosure."

10 79. However, Nationstar never contacted Ms. McAdams in person or by phone, and thus,
11 failed to discuss her options to avoid foreclosure prior to Nationstar recording the Notice of Default.

12 80. Nationstar's declaration was thus false.

13 81. Accordingly, Nationstar did not satisfy the prerequisites to filing notice of default set
14 forth under Cal. Civ. Code § 2923.5(a)(1).

15 82. Because Nationstar did not satisfy the prerequisites set forth under Cal. Civ. Code
16 §2923.5(a)(1), Nationstar's act of recording Ms. McAdams' Notice of Default violated Cal. Civ.
17 Code § 2923.5.

18 83. This violation was material because by the time the Notice of Default had been
19 recorded, Nationstar had already referred Ms. McAdams' account for foreclosure, and therefore the
20 clock on preventing the loss of her Residence had already begun.

21 84. Had Nationstar made the initial contact as it claimed to have done in the declaration,
22 Ms. McAdams would have had the opportunity to begin her loan modification application on
23 September 17, 2018 (thirty days prior October 16, 2018 when the declaration was executed) rather
24 than December of 2018. This would have given her nearly three more months to submit her loan
25 modification application to Nationstar prior to the foreclosure sale on March 22, 2019. .

26 85. Nationstar's failure to make initial contact prior to filing the Notice of Default
27 therefore deprived Ms. McAdams of a meaningful opportunity to prevent the loss of her Residence.
28

1 **d. Nationstar's Foreclosure Practices Violate Cal. Civ. Code § 2923.6**

2 86. Nationstar's act of conducting a foreclosure sale of Ms. McAdams' Residence
3 despite having received all of Ms. McAdams' loan modification documents two weeks prior to the
4 foreclosure sale violated Cal. Civ. Code § 2923.6's prohibition on dual tracking.

5 87. Cal. Civ. Code § 2923.6's purpose is to ensure "that the mortgage servicers offer the
6 borrower a loan modification plan or workout plan if such a modification or plan is consistent with
7 its contractual or other authority." CAL. CIV. CODE § 2923.6(b).

8 88. To ensure the purpose of Cal. Civ. Code § 2923.6 is carried out, § 2923.6 prohibits
9 the deceptive and abusive foreclosure practices of dual tracking once a borrower has submitted a
10 complete application for a first lien modification. *See* CAL. CIV. CODE § 2923.6(c).

11 89. "Dual tracking is an illegal process wherein a mortgage lender is requesting
12 documents, and processing a submission for a loan modification – while also pushing the
13 homeowner through the foreclosure process at the same time. This practice has been used by
14 mortgage companies for years, allowing them to trick the homeowner into thinking they will end up
15 with lower monthly payments, but instead they are denied for a modification and left just weeks
16 away from foreclosure with very few options left."⁶

17 90. A "first lien" is the most senior mortgage or deed of trust on the property that is the
18 subject of the notice of default or notice of sale. CAL. CIV. CODE § 2920.5.

19 91. Cal. Civ. Code § 2923.6 states:

20 If a borrower submits a complete application for a first lien modification offered by,
21 or through, the borrower's mortgage servicer at least five business days before a
22 scheduled foreclosure sale, a mortgage servicer, mortgagee, trustee, beneficiary, or
23 authorized agent shall not record a notice of default or notice of sale, or conduct a
24 trustee's sale, while the complete first lien loan modification application is pending.

25 CAL. CIV. CODE §2923.6(c) (emphasis added).
26
27

28 ⁶ Lauren Rode, *Sue Mortgage Lender for Dual Tracking*, Consumer Action Law Group
<https://blog.consumeractionlawgroup.com/what-is-dual-tracking/> (last accessed September 15,
2020).

1 92. A loan modification application is “complete” as used in subsection (c) when “a
2 borrower has supplied the mortgage servicer with all documents required by the mortgage servicer
3 within the reasonable timeframes specified by the mortgage servicer.” CAL. CIV. CODE § 2923.6(h)
4 (emphasis added).

5 93. A complete application for a first lien modification is considered “pending” until any
6 of the following occurs:

7 (1) The mortgage servicer makes a written determination that the borrower is not
8 eligible for a first lien loan modification, and any appeal period pursuant to
subdivision (d) has expired.

9 (2) The borrower does not accept an offered first lien loan modification within
10 14 days of the offer.

11 (3) The borrower accepts a written first lien loan modification, but defaults on, or
otherwise breaches the borrower’s obligations under, the first lien loan
modification.

12 CAL. CIV. CODE § 2923.6(c).

13 94. By prohibiting a lender from recording a notice of default or notice of sale, or from
14 conducting a trustee’s sale, while a complete loan modification application is pending, Cal. Civ.
15 Code § 2923.6 effectively prohibits the deceptive practice of dual tracking at this stage of the loan
16 modification process.

17 95. Cal. Civ. Code § 2923.6’s prohibition on dual tracking supports HBOR’s express
18 purpose of granting borrowers *a meaningful opportunity* to obtain loss mitigation options to prevent
19 foreclosure of their homes. *See* CAL. CIV. CODE § 2923.4.

20 96. As discussed above, Ms. McAdams had submitted all of the documents requested by
21 Nationstar within the timeframe specified on or around March 8, 2019.

22 97. Ms. McAdams’ loan modification application was therefore “complete” as defined
23 under HBOR’s dual-tracking provision. *See* Cal. Civ. Code § 2923.6(h) (“an application shall be
24 deemed ‘complete’ when a borrower has supplied the mortgage servicer with all documents
25 required by the mortgage servicer within the reasonable timeframes specified by the mortgage
26 servicer”).

27 98. Ms. McAdams’ loan modification application was also pending at the time of the
28 foreclosure sale because none of the requirements under Cal. Civ. Code §2923.6(c)(1)-(3) were

1 satisfied. Specifically, Nationstar did not make a written determination that Ms. McAdams was not
 2 eligible for a first lien modification. *See* CAL. CIV. CODE § 2923.6(c)(1). Additionally, Nationstar
 3 did not offer Ms. McAdams a first lien loan modification, and thus, Ms. McAdams neither accepted
 4 or rejected such an offer. Accordingly, Ms. McAdams did not default, or otherwise breach her
 5 obligations under any first lien loan modification because no such modification was ever offered to
 6 her. *See* CAL. CIV. CODE § 2923.6(c)(2)-(3). Therefore, Ms. McAdams' complete first lien loan
 7 modification was still pending when the foreclosure sale occurred.

8 99. Further, because Nationstar confirmed receipt of Ms. McAdams' paystub and Profit
 9 and Loss Statement in its March 8, 2019 letter, this shows that Ms. McAdams submitted a complete
 10 loan modification application more than five business days prior to the scheduled March 22, 2019
 11 foreclosure sale. *See* CAL. CIV. CODE § 2923.6(c) (requiring that borrower submit complete loan
 12 modification application "at least five business days before a scheduled foreclosure sale"); *see also*

13 **Exhibit E.**

14 100. Despite the fact that Ms. McAdams' complete first lien loan modification was
 15 pending more than five business days prior to the foreclosure sale, Nationstar sold Ms. McAdams'
 16 Residence at a trustee's sale on March 22, 2019.

17 101. Accordingly, Nationstar was prohibited from conducting a trustee's sale on March
 18 22, 2019 while Ms. McAdams' complete loan modification application was pending.

19 **e. Nationstar's Foreclosure Practices Violate Cal. Civ. Code § 2924.10**

20 102. When Ms. McAdams initially sent Nationstar her application on January 16, 2019,
 21 Nationstar delayed in providing any response until February 14, 2019. The delay in response was a
 22 material violation of Cal. Civ. Code § 2924.10.

23 103. Cal. Civ. Code § 2924.10 also deals with the submission of a first lien modification
 24 application. It states, "[w]hen a borrower submits a complete first lien modification application or
 25 any document in connection with a first lien modification application, the mortgage servicer shall
 26 provide written acknowledgement of the receipt of the documentation within five business days of
 27 receipt." CAL. CIV. CODE § 2924.10(a).

1 104. Pursuant to Cal. Civ. Code § 2924.10(a), Nationstar was required to send written
2 confirmation of Ms. McAdams' application and the requested documents within five business days
3 of receipt.

4 105. In response to Nationstar's initial request for documents, Ms. McAdams sent her
5 application and supporting documents on January 16, 2019 via Nationstar's online web portal.

6 106. Because Ms. McAdams submitted her application through Nationstar's online web
7 portal, Nationstar would have received the application instantaneously.

8 107. Yet, Nationstar did not send written confirmation of Ms. McAdams' application until
9 nearly a month later on February 14, 2019. *See Exhibit B.*

10 108. Had Nationstar not delayed in responding to Ms. McAdams' application, Ms.
11 McAdams would have had more time with which to respond with Nationstar's document requests
12 prior to the foreclosure sale.

13 109. The fact that Ms. McAdams did not receive a response until nearly a month later and
14 then mere days after receiving a response, received a Notice of Sale, demonstrates that Nationstar's
15 conduct deprived Ms. McAdams of a meaningful opportunity to prevent the loss of her Residence.

16 110. Nationstar's failure to send written confirmation within five business days after
17 receiving Ms. McAdams' loan modification application and supporting documents thus violated
18 Cal. Civ. Code § 2924.10(a).

19 **f. Nationstar's Foreclosure Practices Violate Cal. Civ. Code § 2924.17.**

20 111. Looking back to the false declaration attached to the Notice of Default, the employee
21 who executed the declaration falsely certified to have reviewed "competent and reliable evidence to
22 substantiate the borrower's default and the right to foreclose, including the borrower's loan status
23 and loan information." *See Exhibit A*, at p. 4.

24 112. However, had the employee actually made an independent review of Ms. McAdams'
25 account prior to executing the declaration, she would have seen that the initial contact requirements
26 under Cal. Civ. Code § 2923.5 had not been satisfied.

27 113. The declaration was therefore executed in violation of Cal. Civ. Code § 2924.17.
28

114. Cal. Civ. Code § 2924.17 states that before a mortgage servicer may record a declaration pursuant to Cal. Civ. Code § 2923.5, a Notice of Default, or a Notice of Sale, “a mortgage servicer shall ensure that it has reviewed competent and reliable evidence to substantiate the borrower’s default and the right to foreclose, including the borrower’s loan status and loan information.

115. Prior to Nationstar recording Ms. McAdams’ Notice of Default, it was required to satisfy the requirements under Cal. Civ. Code § 2923.5, including making initial contact.

116. When Nationstar recorded the Notice of Default, it attached a declaration purporting to have satisfied Cal. Civ. Code § 2923.5 because it allegedly had contacted Ms. McAdams at least thirty days prior to recording the Notice of Default.

117. However, Nationstar never contacted Ms. McAdams.

118. Accordingly, the Nationstar’s employee who signed the declaration could not have reviewed competent and reliable evidence to substantiate the right to record the Notice of Default because no such evidence existed as the initial contact was never made.

119. Nationstar’s conduct therefore violated Cal. Civ. Code § 2924.17.

VI. CLASS ACTION ALLEGATIONS

120. Plaintiff brings this action on behalf of herself and all others similarly situated (the “Class”) pursuant to Cal. Civ. Proc. Code § 382 and Cal. Bus. & Prof. Code § 17203.

121. While reserving the right to redefine or amend the class definition prior to seeking class certification, pursuant to Cal. Civ. Proc. Code § 382, Plaintiff seeks to represent a Class hereby defined as follows:

All persons whose California owner-occupied property had a first-lien mortgage held by Nationstar Mortgage, LLC d/b/a Mr. Cooper (“Nationstar”) and were foreclosed on by Nationstar after having submitted a loan modification application, on or after October 1, 2017 and until notice is disseminated to the Class (the “Class Period”), excluding Defendant and Defendant’s officers, directors, employees, agents, and affiliates, and the Court and its staff.

122. The Class has three subclasses:

a. The Initial Contact Subclass, which is defined as follows:

1 All Class Members who were not contacted by phone or in person by Nationstar, at
 2 least thirty days prior to Nationstar filing a Notice of Default, during the Class
 Period.

3 b. The Acknowledgment Subclass, which is defined as follows:

4 All Class Members who, during the Class Period, submitted documents to Nationstar
 5 in connection with their first lien loan modification application and were not
 6 provided with a response from Nationstar acknowledging receipt of the documents
 within five business days after Nationstar received said documents.

7 c. The Notice of Default Subclass, which is defined as follows:

8 All Class Members whose Notice of Default was recorded by Nationstar without
 9 having been first contacted by Nationstar at least 30 days prior to the recording,
 during the Class Period.

10 123. Numerosity. The members in the proposed Class and Subclasses are so numerous
 11 that individual joinder of all members is impracticable, and the disposition of the claims of all Class
 12 Members in a single action will provide substantial benefits to the parties and the Court. Plaintiff
 13 does not currently know the number of class members of the proposed Class and each Subclass but
 14 such information may be determined through Defendant's records.

15 124. Commonality. Questions of law and fact common to Plaintiff and the Class include:

- 16 a. Whether Defendant complied with the requirements set forth under the California
- 17 Homeowner Bill of Rights;
- 18 b. Whether Defendant has engaged in unfair, fraudulent, or unlawful business practices;
- 19 c. Whether Defendant's conduct constitutes a violation of California's Unfair Competition
- 20 Law;
- 21 d. Whether Plaintiff and the Class are entitled to injunctive relief;
- 22 e. Whether Plaintiff and the Class have sustained damages with respect to the claims asserted,
- 23 and if so, the proper measure of damages;
- 24 f. Whether Plaintiff and the Class are entitled to actual damages, statutory damages, punitive
- 25 damages, restitution, attorneys' fees and costs of suit, and
- 26 g. Whether Plaintiff and the Class are entitled to any such further relief as the Court deems
- 27 appropriate.
- 28

1 125. The above listed common questions of law and fact predominate over questions that
2 affect only individual Class Members and Subclass Members.

3 126. Typicality. Plaintiff is a member of the Class and of each Subclass. Her claims are
4 typical of the claims of each Class and Subclass Member in that every member of the Class had
5 their rights under California Homeowner Bill of Rights violated by Defendant. Plaintiff is entitled
6 to relief under the same causes of action as the other Class and Subclass Members.

7 127. Adequacy. Plaintiff is an adequate class representative because Plaintiff's interests
8 do not conflict with the interests of the Members of the Class and Subclasses she seeks to represent.
9 Plaintiff's claims are common to all members of the Class and Subclasses, and Plaintiff has a strong
10 interest in vindicating the rights of the absent Class and Subclass Members. Plaintiff has retained
11 counsel competent and experienced in complex class action litigation and they intend to vigorously
12 prosecute this action.

13 128. Ascertainability. Class Members can easily be identified by the objective criteria set
14 forth in the Class and Subclass definitions.

15 129. Predominance. The common issues of law and fact identified above predominate
16 over any other questions affecting only individual members of the Class and Subclasses. Class and
17 Subclass issues fully predominate over any individual issue.

18 130. Superiority. A class action is superior to other available methods for the fair and
19 efficient adjudication of this controversy because: (a.) the joinder of all individual Class and
20 Subclass Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial
21 and/or litigation resources; (b.) the individual claims of the Class and Subclass Members may be
22 relatively modest compared with the expense of litigating the claim, thereby making it
23 impracticable, unduly burdensome, and expensive—if not totally impossible—to justify individual
24 actions; (c.) when Defendant's liability has been adjudicated, all Class and Subclass Members'
25 claims can be determined by the Court and administered efficiently in a manner far less burdensome
26 and expensive than if it were attempted through filing, discovery, and trial of all individual cases.

27 131. Accordingly, this class action is properly brought and should be maintained as a
28 class action because questions of law or fact common to Class and Subclass Members predominate

1 over any questions affecting only individual members, and because a class action is superior to
 2 other available methods for fairly and efficiently adjudicating this controversy.

3 132. This class action is also properly brought and should be maintained as a class action
 4 because Plaintiff seeks injunctive relief on behalf of the Class Members on grounds generally
 5 applicable to the entire injunctive Class. Certification is appropriate because Defendant has acted or
 6 refused to act in a manner that applies generally to the injunctive Class (i.e., Defendant violated
 7 Class Members' rights under the California Homeowner Bill of Rights). Any final injunctive relief
 8 or declaratory relief would benefit the entire injunctive Class as Defendant would be prevented
 9 from continuing its unlawful business practices and would be required to comply with the
 10 requirements under the California Homeowner Bill of Rights.

11 **VII. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **Violations of California's Homeowner Bill of Rights, Cal. Civ. Code § 2923.5**

14 133. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
 15 forth herein.

16 134. Plaintiff brings this claim individually and on behalf of the Initial Contact Subclass
 17 against Defendant.

18 135. Nationstar failed to satisfy the notice requirements set forth under Cal. Civ. Code §
 19 2923.5(a)(1) prior to recording a Notice of Default.

20 136. Nationstar willfully and recklessly proceeded with recording a Notice of Default in
 21 spite of not satisfying the requirements set forth under Cal. Civ. Code § 2923.5(a)(1).

22 137. Nationstar's failure to satisfy the requirements prior to recording a Notice of Default
 23 was a material violation of Cal. Civ. Code § 2923.5 because Ms. McAdams was deprived of a
 24 meaningful opportunity to pursue loss prevention options to prevent foreclosure of her Residence.

25 138. Cal. Civ. Code § 2924.19 creates a private cause of action for material violations of
 26 Cal. Civ. Code § 2923.5.

27 139. Pursuant to Cal. Civ. Code § 2924.19(b), Plaintiff and the Class seeks an award of
 28 treble actual damages or statutory damages of \$50,000, whichever is greater.

SECOND CAUSE OF ACTION

Violations of California's Homeowner Bill of Rights, Cal. Civ. Code § 2923.6.

140. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

141. Plaintiff brings this claim individually and on behalf of the Class.

142. When Nationstar referred Ms. McAdams' Residence for foreclosure, she sought a loan modification from Nationstar.

143. Nationstar offered to assist Ms. McAdams in evaluating her loss prevention options to prevent foreclosure and requested that she submit a complete application with supporting documents.

144. Ms. McAdams submitted a complete application for a first lien loan modification prior to March 8, 2019, more than five days before the scheduled foreclosure sale of her Residence on March 22, 2019.

145. Nationstar did not make a written determination that Ms. McAdams was not eligible for a first lien loan modification.

146. Nationstar did not offer Ms. McAdams a first lien loan modification.

147. Because Nationstar did not offer Ms. McAdams a first lien loan modification, Ms. McAdams was not able to accept a written first lien loan modification, and thus could not have defaulted or otherwise breach any obligations under a first lien loan modification.

148. Accordingly, Nationstar conducted a trustee's sale while Ms. McAdams' complete first lien loan modification application was pending.

149. Nationstar willfully and recklessly conducted the trustee's sale in spite of having received Ms. McAdams' complete first lien loan modification application.

150. Nationstar's act of conducting a trustee's sale while in receipt of Ms. McAdams' pending and complete application was a material violation of Cal. Civ. Code § 2923.6 because Ms. McAdams was not given a meaningful opportunity to pursue loss prevention options to prevent foreclosure of her Residence.

152. Accordingly, Plaintiff and Class Members are entitled to damages in an amount to be determined at trial along with attorneys' fees and costs in accordance with Cal. Civ. Code § 2924.12(b) and (h).

THIRD CAUSE OF ACTION

Violations of California Homeowner Bill of Rights, Cal. Civ. Code § 2924.10.

153. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

154. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

155. In response to Nationstar's initial request for documents in connection with her first lien loan modification application, Ms. McAdams sent the requested documents on January 16, 2019.

156. Nationstar sent written acknowledgement of receipt of the documents on February 14, 2019.

157. Nationstar failed to provide written acknowledgment of Ms. McAdams' documents within the statutorily required five business days.

158. Nationstar's delay in providing written acknowledgement of Ms. McAdams' documents within the statutorily required five business days is a material violation of Cal. Civ. Code § 2924.10 because Nationstar continued to pursue foreclosure of her Residence, and thus, the delay was significant in that it shortened the time for Ms. McAdams to pursue loss prevention options to prevent foreclosure of her Residence.

159. Cal. Civ. Code § 2924.12 creates a private cause of action for material violations of Cal. Civ. Code § 2924.10.

160. Pursuant to Cal. Civ. Code § 2924.12(b), Plaintiff seeks an award of treble actual damages or statutory damages of \$50,000, whichever is greater.

FOURTH CAUSE OF ACTION

Violations of Cal. Civ. Code § 2924.17

1 172. As a result of Nationstar's breach, Ms. McAdams and the Class Members did not
 2 have a meaningful opportunity to pursue loss prevention options to prevent foreclosure of their
 3 homes.

4 173. It was foreseeable that Ms. McAdams and the Class Members would be harmed as a
 5 result of Nationstar's mishandling of their complete loan modification applications.

6 174. Accordingly, Ms. McAdams and the Class Members seek damages in an amount to
 7 be determined at trial.

8 SIXTH CAUSE OF ACTION

9 Intentional Misrepresentation, Cal. Civ. Code §§ 1709 *et seq.*

10 175. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
 11 forth herein.

12 176. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

13 177. Nationstar willfully, falsely, and knowingly misrepresented that when a borrower
 14 submitted a completed loan modification application within the timeframe specified, Nationstar
 15 would evaluate all loss mitigation options and inform the borrower of their options.

16 178. Nationstar further willfully, falsely, and knowingly misrepresented that Ms.
 17 McAdams' loan modification application would be reviewed upon her resubmitting her Profit and
 18 Loss Statement prior to April 7, 2019.

19 179. Nationstar's misrepresentations were communicated to Ms. McAdams and the Class
 20 Members through its document request letters in connection with a first lien loan modification
 21 application.

22 180. At all relevant times, Nationstar knew that it had misrepresented that it would
 23 evaluate loss mitigation options upon receiving a complete application because Nationstar was at
 24 the same time pursuing foreclosure.

25 181. At all relevant times, Nationstar knew that it had misrepresented that Ms. McAdams'
 26 application would be reviewed if she resubmitted her Profit and Loss Statement prior to April 7,
 27 2019 because Nationstar scheduled and conducted a trustee's sale on March 22, 2019.

28

EIGHTH CAUSE OF ACTION

194. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

196. Nationstar's document request letters in connection with loan modification applications promises that so long as a borrower provides the documents and information as requested, Nationstar would evaluate all of the borrower's loss mitigation options to prevent foreclosure.

198. Based on Nationstar's promise, it was reasonable and foreseeable that borrowers applying for a loan modification would not seek out other loss prevention options to prevent foreclosure in reliance of Nationstar's promise.

200. Plaintiff and the Class Members' relied on Nationstar's promise to their detriment because they did not have the opportunity to seek out other loss prevention options prior to the foreclosure of their homes.

NINTH CAUSE OF ACTION

- 28 -

203. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

204. Ms. McAdams entered into a loan agreement with Nationstar.

205. In every contract, including the loan agreement, there is an implied covenant of good faith and fair dealing.

206. Nationstar unfairly interfered with Ms. McAdams' right to receive the benefits of the loan agreement because Nationstar refused to comply with HBOR's foreclosure procedures.

207. Ms. McAdams was harmed by Nationstar's conduct because she lost the opportunity to seek alternatives to foreclosure of her Residence prior to Nationstar selling her Residence at a foreclosure sale.

208. Ms. McAdams and Class Members therefore seek damages as to be determined at trial.

TENTH CAUSE OF ACTION

TENTH CAUSE OF ACTION

Unfair Competition Law (UCL), Cal. Bus. & Prof. Code §§17200 *et seq.*

Unlawful Prong

209. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

210. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

211. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”

Cal. Bus. & Prof. Code § 17200.

212. The acts, omissions, misrepresentations, and practices of Nationstar as alleged herein constitutes business acts and practices.

213. Nationstar’s conduct violates the “unlawful” prong of the UCL because the acts alleged herein violate the following provisions of the California Homeowner Bill of Rights: Cal. Civ. Code §§ 2923.5, 2923.6, 2924.10, and 2924.17.

214. Nationstar's conduct is also unlawful because it constitutes negligence, intentional and negligent misrepresentation, and a breach of the implied warranty of good faith and fair dealing.

215. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Defendant from further illegal conduct.

Unfair Prong

216. Nationstar’s conduct is “unfair” because it violated Ms. McAdams’ rights under HBOR.

217. Nationstar's conduct is further "unfair" because by failing to abide by the foreclosure procedures set forth in HBOR, Nationstar robbed Ms. McAdams' of the opportunity to pursue alternatives to prevent foreclosure of her Residence.

Fraudulent Prong

218. Nationstar's failure to abide by the foreclosure procedures set forth in HBOR, thereby preventing Ms. McAdams from pursuing alternative options to prevent foreclosure of her Residence is conduct that is likely to deceive a reasonable consumers and the public and therefore violates the fraudulent prong of the UCL.

219. Despite substantially or fully complying with Nationstar's document requests and deadlines, Ms. McAdams was unable to pursue alternative options to prevent foreclosure of her Residence.

220. As a result, Nationstar was able to sell Ms. McAdams' Residence at a foreclosure sale in violation of HBOR.

221. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Defendant from further fraudulent acts and practices.

222. Plaintiff further seeks an order for the restitution of all revenue received by Defendant from the foreclosure of properties, whose foreclosure was acquired through acts of unlawful, unfair, or fraudulent competition.

VIII. PRAYER FOR RELIEF

223. Wherefore, Plaintiff, on behalf of herself and all others similarly situated, pray for judgment against Defendant as to each and every cause of action, and the following remedies:

a. An Order declaring this action to be a proper class action, appointing Plaintiff as class representative, and appointing their undersigned counsel as class counsel;

- 1 b. An Order requiring Defendant to bear the costs of notice;
- 2 c. An Order enjoining Defendant from engaging in the unfair, unlawful, and deceptive
- 3 business practices complained of herein;
- 4 d. An Order requiring Defendant to pay restitution to restore all funds acquired by means of
- 5 any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business
- 6 act or practice;
- 7 e. An award of all damages to be paid according to proof, including statutory damages, treble
- 8 damages, and punitive damages where appropriate;
- 9 f. An award of attorneys' fees and costs; and
- 10 g. Any other and further relief that the Court deems necessary, just, or proper.

11 **IX. JURY DEMAND**

12 224. Plaintiff hereby demands a trial by jury on all issues so triable.

13

14

15 DATED: September 22, 2020

/s/ Ronald A. Marron

Ronald A. Marron

**LAW OFFICES OF RONALD A.
MARRON APLC**

Kas L. Gallucci

Mike Houchin

Elisa Pineda

651 Arroyo Drive

San Diego, California 92103

Telephone: (619) 696-9006

Facsimile: 9619) 564-6665

**LAW OFFICE OF CHARLES D.
RICHMOND**

Charles D. Richmond

400 South Sierra Avenue. #100

Telephone: (858) 558-4600

Facsimile: (858) 755-0965

EXHIBIT A

DOC# 2018-0483783

RECORDING REQUESTED BY:

Title 365

5000 Birch Street

Suite 300

Newport Beach, CA 92660



Nov 21, 2018 08:00 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$101.00 (SB2 Atkins: \$75.00)

PAGES: 4

WHEN RECORDED MAIL TO:

Affinia Default Services, LLC

301 E. Ocean Blvd. Suite 1720

Long Beach, CA 90802

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 184-302-53-00 TS No.: 9948-4968 TSG ORDER No.:DS7300-18003621

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

違約通知

注：本文件包含一个信息摘要

채무 불이행 통지서

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

AVISO DE INCUMPLIMIENTO

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACION DE ESTE DOCUMENTO

PABATID NG HINDI PAGKAKABAYAD

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

THÔNG BÁO VỀ VIỆC QUÁ HẠN TRẢ NỢ

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

(The above statement is made pursuant to CA Civil Code Section 2923.3(c)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(c)(2).)

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$8,408.35 as of 11/19/2018, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and Deed of Trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the

note and Deed of Trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Nationstar Mortgage LLC d/b/a Mr. Cooper
c/o Affinia Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
Attn: Foreclosure Dept.
Phone: 833-290-7452
Fax: 562-983-5379**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That Affinia Default Services, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 08/19/2004, executed by PIA R MCADAMS, AN UNMARRIED WOMAN, as Trustor(s), to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR AMERICA'S WHOLESALE LENDER, ITS SUCCESSORS AND ASSIGNS, as beneficiary, recorded on 08/27/2004 as Document No.: 2004-0821052, AS MORE FULLY MODIFIED IN SUCH AGREEMENT RECORDED ON 05/09/2011. AS INSTRUMENT NO. 2011-0239462.

, of Official Records in the Office of the Recorder of San Diego County, California describing land therein as: As more fully described on said Deed of Trust.

Included among these obligations is one Note(s) for the original sum of **\$308,000.00** that that beneficial interest under such Deed of Trust and the obligations secured thereby presently held by the beneficiary or its agent; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

Installment of Principal and Interest which became due on 07/01/2018, plus impounds and/or advances together with late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges and any reoccurring obligation that become due, including trustee's fees and expenses.

That by reason therefore, the present beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

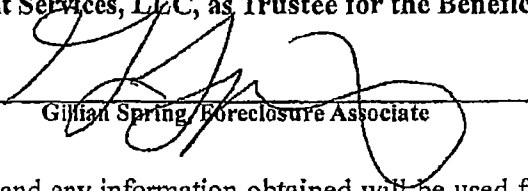
NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS WAIVER OF ANY OTHER FEES OWING TO THE BENEFICIARY, OR OTHER DEFAULT BY THE TRUSTOR, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

The beneficiary, mortgage servicer, or agent of beneficiary or mortgage servicer declares that it has complied with California Civil Code Section 2923.5, and/or 2923.55, wherever applicable. The Declaration is attached.

Dated: November 19, 2018

Affinia Default Services, LLC, as Trustee for the Beneficiary

By: _____


Gillian Spring, Foreclosure Associate

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of the debt referenced herein in a bankruptcy proceeding, this is not an attempt to impose personal liability upon you for payment of that debt. In the event you have received a bankruptcy discharge, any action to enforce the debt will be taken against the property only.

CALIFORNIA DECLARATION OF COMPLIANCE
(CAL. CIV. CODE § 2923.5)

Borrower(s): Pia R. McAdams
Property Address: 2121 Fiori Drive, Vista CA 92084
Trustee's Sale No.:

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. ☒ The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.5(a)(2). Thirty days have passed since the initial contact was made.
2. ☐ The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.5(e) but has not made contact despite such due diligence. Thirty days have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required because the individual did not meet the definition of "borrower" under California Civil Code § 2920.5(c).
4. ☐ The requirements of California Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Nationstar Mortgage LLC DBA Mr. Cooper

Dated: 10/16/2018

 10/16/18
Signature of Agent or Employee

Jennifer Talbot-Document Execution Associate
Printed Name of Agent or Employee

EXHIBIT B



8950 Cypress Waters Blvd.
Coppell, TX 75019

12/22/2018



OUR INFO
ONLINE
www.mrcooper.com

YOUR INFO
LOAN NUMBER
0618836951
PROPERTY ADDRESS
2121 FIORI DRIVE
VISTA, CA 92084

PIA R MCADAMS
2121 FIORI DR
VISTA, CA 92084

Dear PIA R MCADAMS,

Please find enclosed the following documents that must be completed in full and returned to Mr. Cooper in order to be evaluated for loss mitigation options. Please return the attached documents to us by 01/21/2019.

I. Uniform Borrower Assistance Form (UBAF)

This form incorporates all necessary information required for us to evaluate you for assistance. The form must be signed, dated and returned. The following are the sections to be completed:

- Borrower and Co-Borrower Information
- Hardship Affidavit – this section explains the circumstances that have or will make it difficult for you to stay up-to-date with your mortgage payments. There are no notary requirements and you need not be currently delinquent on your loan.
- Household Income and Expenses

II. IRS 4506-T Request for Transcript of Tax Return Form (Only Submit if Required as described below).

This form allows us to order a transcript of your most recent tax return for income verification purposes if you are unable to provide a signed copy of the return. The form must be signed, dated, and returned to us only in the following circumstances:

- We have requested the form from you to reconcile any inconsistencies with other information you have provided to us;
- You are self-employed or file tax returns on a fiscal year basis (i.e. Tax year begins in one calendar year and ends in the following year) or have other income that is required to be documented by your most recent federal income tax return, complete with all schedules and forms. (IRS 4506-T required under these circumstances)
- If the investor requests the information.

Send Us the Information We Need to Help You

Requesting help is the first step. Start by providing information and documentation to help us understand the challenges you are facing. To do this, follow the detailed instructions on the attached Homeowner Checklist to complete and submit your Borrower Response Package to us.

Once we have received and evaluated your information, we will contact you regarding your options and next steps.

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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.





Important Facts:

- There are no fees associated with any foreclosure prevention options that could be available to you. However, you are responsible for any fees and costs that are present on your account as a result of any delinquency on the loan.
- We must receive a complete Borrower Response Package in order for us to begin the evaluation process.
- Once we receive your application, we will provide you with an acknowledgement to let you know whether your application is complete or whether documentation or information is missing. In the event information is missing and the application has not been received too close to a scheduled foreclosure sale to permit us to evaluate your application, we will provide you with a reasonable date within which the missing information must be provided to us.
- Prior to our receipt of the missing/complete documents, a foreclosure process may be initiated or if the foreclosure has already been initiated, the foreclosure process will continue until all documents are received unless state law provides otherwise.

Learn More and Act Now

For more information, please see the Frequently Asked Questions and other information provided with this letter.

If you need assistance, your Dedicated Loan Specialist is Justin Harmel and can be reached at (866)-316-2432 or via mail at the address listed above. Our hours of operation are Monday through Thursday 7 am to 8 pm (CT), Friday 7 am to 7 pm (CT) and Saturday 8 am to 12 pm (CT). Visit us on the web at www.mrcooper.com for more information.

Remember, you must complete and return the entire Borrower Response Package by 01/21/2019. The sooner you provide the information to us, the better!

Sincerely,

Mr. Cooper



Homeowner Checklist

GET STARTED - use this checklist to ensure you have completed all required forms and have the right information.

Step 1	<ul style="list-style-type: none"> ■ Review the information provided to help you understand your options, responsibilities, and next steps: <div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> ■ Information On Avoiding Foreclosure </div> <div> <ul style="list-style-type: none"> ■ Frequently Asked Questions </div> <div> <ul style="list-style-type: none"> ■ Beware of Foreclosure Rescue Scams </div> </div>
Step 2	<ul style="list-style-type: none"> ■ Complete and sign the enclosed Borrower Assistance Form. Must be signed by all borrowers on the mortgage (notarization is not required) and must include: <ul style="list-style-type: none"> ■ All income, expenses, and assets for each borrower. ■ An explanation of financial hardship that makes it difficult to pay the mortgage ■ Your acknowledgment and agreement that all information that you provide is true and accurate
Step 3	<ul style="list-style-type: none"> ■ Complete and sign a dated copy of the enclosed IRS Form 4506-T (Only required to reconcile inconsistent information, for certain types of income (ie. Self-employed borrowers, fiscal year tax filers) or if the investor requires it). <ul style="list-style-type: none"> ■ For each borrower, please submit a signed, dated copy of IRS Form 4506-T (Request for Transcript of Tax Return) ■ Borrowers who filed their tax returns jointly may send in one IRS Form 4506-T signed and dated by both joint filers
Step 4	<ul style="list-style-type: none"> ■ Provide required Hardship documentation. This documentation will be used to verify your hardship. <ul style="list-style-type: none"> ■ Follow the instructions set forth on the Borrower Assistance Form (attached)
Step 5	<ul style="list-style-type: none"> ■ Provide required Income documentation. This documentation will be used to verify your hardship and all of your income (Notice: Alimony child support or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan). <ul style="list-style-type: none"> ■ Follow the instructions set forth on the Borrower Assistance Form (attached) ■ You may also disclose any income from a household member who is not on the promissory note (non-borrower), such as a relative, spouse, domestic partner, or fiancé who occupies the property as a primary residence. If you elect to disclose and rely upon this income to qualify, the required income documentation is the same as the income documentation required for a borrower. See Page 2 of the Borrower Assistance Form for specific details on income documentation.
Step 6	<ul style="list-style-type: none"> ■ Gather and send completed documents—your Borrower Response Package—no later than 01/21/2019. You must send in all required documentation listed in steps 2-5 above, and summarized below: <ul style="list-style-type: none"> ■ Borrower Assistance Form (attached) ■ Form 4506-T (attached) ■ Income Documentation as outlined on Page 2 of the Borrower Assistance Form (attached) ■ Hardship Documentation as outlined on Page 3 of the Borrower Assistance Form (attached) <p>Please mail all documents above to us: Mr. Cooper, Attn: Centralized Mod Department, PO Box 619097, Dallas, TX 75261.</p>

IMPORTANT REMINDERS:

If you cannot provide the documentation within the time frame provided, have other types of income not specified on Page 2 of the Borrower Assistance Form, cannot locate some or all of the required documents, OR have any questions, please contact us at 866-316-2432 or please email to modification.assistance@mrcooper.com. Keep a copy of all documents and proof of mailing/emailing for your records. **Don't send original income or hardship documents. Copies are acceptable.**

Questions? Contact us at 866-316-2432.



Information on Avoiding Foreclosure

Learn more about Options to Avoid Foreclosure

The variety of options summarized below may help you keep your home. For example, you may be eligible to modify the mortgage, lowering your monthly payment to make it more affordable. Contact us to determine if you qualify.

Depending on your circumstances, staying in your home may not be possible. In this case, a short sale or deed-in-lieu of foreclosure may be a better choice than foreclosure – see the table below for more information.

Don't delay, as failure to take action may result in foreclosure proceedings being initiated on your mortgage.

OPTIONS TO STAY IN YOUR HOME		OVERVIEW	BENEFIT
Reinstatement	Pay the total amount you owe, in a lump sum payment and by a specific date. This may follow a forbearance plan as described below.	Allows you to avoid foreclosure by bringing your mortgage current if you can show you have funds that will become available at a specific date in the future.	
Repayment Plan	Pay back your past-due payments together with your regular payments over an extended period of time.	Allows you time to catch up on late payments without having to come up with a lump sum.	
Forbearance Plan	Make reduced mortgage payments or no mortgage payments for a specific period of time	Gives you time to improve your financial situation and possibly qualify for a better option than would be available right now.	
Modification	Receive modified mortgage terms to make it more affordable or manageable after successfully making payments during a "trial period" (e.g., completing a three month trial period plan) that requires payment of the approximate amount of the modified payment.	Permanently modifies your mortgage so that your payments or terms are more manageable as a permanent solution to a long-term or permanent hardship.	
OPTIONS TO LEAVE YOUR HOME		OVERVIEW	BENEFIT
Short Sale	Sell your home and pay off a portion of your mortgage balance when you owe more on the home than it is worth.	Allows you to transition out of your home without going through foreclosure. In some cases, relocation assistance may be available.	
Deed-in-Lieu of Foreclosure	Transfer the ownership of your property to us.	Allows you to transition out of your home without going through foreclosure. In some cases, relocation assistance may be available.	



Frequently Asked Questions

1. Will It Cost Money to Get Help?

There should never be a fee from your lender or qualified counselor to obtain assistance or information about foreclosure prevention options. However, foreclosure prevention has become a target for scam artists. Be wary of companies or individuals offering to help you for a fee, and never send a mortgage payment to any company other than the one listed on your monthly mortgage statement or one designated to receive your payments under a state assistance program.

2. What is foreclosure?

Forfeiture of your home through a legal process where your mortgage company repossesses the property and you will have to move. This process may involve an eviction, you may remain liable for your first lien mortgage debt and it may be as long as seven years before you are eligible for another mortgage loan.

3. Will the Foreclosure Process Begin If I Do Not Respond to the Lender's Notices Regarding Missed Payments?

If you do not respond to your lender's notices to you regarding past due payments, your lender may refer your loan to foreclosure in accordance with your mortgage loan documents and applicable law.

4. Should I Still Contact the Lender if I Have Waited Too Long and My Property Has Been Referred to an Attorney for Foreclosure?

Yes, the sooner the better!

5. What if My Property is Scheduled for a Foreclosure Sale in the Future?

If your lender receives a complete Uniform Borrower Assistance Form and the supporting documents it requires with only 37 or fewer calendar days before a scheduled foreclosure sale, there is no guarantee it can evaluate you for a foreclosure alternative in time to stop the foreclosure sale. Even if the lender is able to approve you for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale.

6. Will My Property be Sold at a Foreclosure Sale If I Accept a Foreclosure Alternative?

No. The property will not be sold at a foreclosure sale if you accept an offer for an alternative to foreclosure and comply with all requirements



Beware Of Foreclosure Rescue Scams!

Scam artists have stolen millions of dollars from distressed homeowners by promising immediate relief from foreclosure, or demanding cash for counseling services when HUD-approved counseling agencies provide the same services for FREE. If you receive an offer, information or advice that sounds too good to be true, it probably is. Don't let them take advantage of you, your situation, your house or your money. **Remember, help is FREE.**

How to Spot a Scam – beware of a company or person who:

- Asks for a fee in advance to work with your lender to modify, refinance or reinstate your mortgage.
- Guarantees they can stop a foreclosure or get your loan modified.
- Advises you to stop paying your mortgage company and pay them instead.
- Pressures you to sign over the deed to your home or sign any paperwork that you haven't had a chance to read, and you don't fully understand.
- Claims to offer "government-approved" or "official government" loan modifications.
- Asks you to release personal financial information online or over the phone and you have not been working with this person and/or do not know them.

How to Report a Scam – do one of the following:

- Go to www.preventloanscams.org and fill out the Loan Modification Scam Prevention Network's (LMSPN) complaint form online and get more information on how to fight back. Note: you can also fill out this form and send to the fax number/e-mail/address (your choice!) on the back of the form
- Call 1-888-995-HOPE (4673) and tell the counselor about your situation and that you believe you got scammed or know of a scam.

UNIFORM BORROWER ASSISTANCE FORM FOR GOVERNMENT LOANS

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T (for self-employed borrowers or borrowers with rental income or if otherwise required); (3) required income documentation and (4) required hardship documentation.

Loan Number: 0618836951 (usually found on your monthly mortgage statement)

Servicer's Name: _____ Number of People in household: _____

I want to: ☐ Keep the Property ☐ Vacate the Property ☐ Sell the Property ☐ Undecided

The property is currently: ☐ My Primary Residence ☐ Second Home ☐ An Investment Property

The property is currently: ☐ Owner Occupied ☐ Renter Occupied ☐ Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)		EMAIL ADDRESS	
Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the listing date? _____ If property has been listed for sale, have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of offer _____ Amount of offer? _____ Agent's Name? _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you contacted a credit counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the counselor contact information below: Counselor's Name: _____ Agency's Name: _____ Counselor's Phone Number: _____ Counselor's Email Address: _____	
Do you have condominium or homeowner association (HOA) fees? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Total Monthly amount: \$ _____ Name and Address fees are paid to? _____			
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13			
If yes, what is the filing date? _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case Number: _____			
Is any borrower an active duty service member? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has any borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? <input type="checkbox"/> Yes <input type="checkbox"/> No			

UNIFORM BORROWER ASSISTANCE FORM FOR GOVERNMENT LOANS

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s) excluding retirement funds)	
Gross wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony*	\$	HOA/Condo Dues	\$	Savings / Money Market	\$
Non-taxable social security/SSDI	\$	Alimony, child support payments*	\$	CDs	\$
Taxable SS benefits, annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and self-employed income	\$	Auto Fuel/Insurance	\$	Other Cash on Hand	\$
Rents Received	\$	Auto Payments	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	Food	\$	Other	\$
Food Stamps/Welfare	\$	Utilities/Phone/Cable	\$		\$
Other	\$	Housekeeping Supplies	\$		
		Personal Care Products & Services	\$		
		Apparel & Services	\$		
		Other	\$		
Total (Gross income)	\$	Total Household Expenses and Debt Payments	\$	Total Assets	\$

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

Lien Holder's Name	Balance & Interest Rate	Loan Number	Lien Holder's Phone Number
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Required Income Documentation

☐ ☐ Do you earn a salary or hourly wage?
For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' or four weeks' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).

☐ ☐ Are you self-employed?
For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

☐ Do you have any additional sources of income? Provide for each borrower as applicable:
"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:
☐ ☐ Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).

Social Security, disability or death benefits, pension, public assistance, or adoption assistance:
☐ ☐ Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
☐ ☐ Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.

Rental income:
☐ ☐ Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported reduced by the monthly debt service on the property, if applicable; or
☐ ☐ If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

Investment income:
☐ ☐ Copies of the two most recent investment statements or bank statements supporting receipt of this income.
☐ ☐ Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
☐ ☐ Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

UNIFORM BORROWER ASSISTANCE FORM FOR GOVERNMENT LOANS

HARDSHIP AFFIDAVIT

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan relief options.

Date Hardship Began is:

I believe my situation is:

- ☐ Short-term (under 6 months)
☐ Medium-term (6-12 months)
☐ Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of the reason set forth below:

(Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical Bills None of the above shall require providing detailed medical information
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer/ Relocation	For active-duty servicemembers: Notice of Permanent Change of Station (PCS) or actual PCS orders. For employment transfers/new employment: <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Paystub from new employer In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
<input type="checkbox"/> Other; a hardship that is not covered above	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation

Borrower/Co-Borrower Acknowledgement and Agreement

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all servicer, or authorized third party*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. The servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
 - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the servicer.
 - c. The servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The servicer or authorized third party* will obtain a current credit report on all borrowers obligated on the Note.
9. The servicer or authorized third party* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my Social Security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the servicer or authorized third party*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
 - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the lender/servicer/ or authorized third party*. By checking this box, I also consent to being contacted by ☐ text messaging.

Borrower Signature

Date

Co-Borrower Signature

Date

*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA) or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.

Form **4506-T**
(July 2017)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

- ▶ Do not sign this form unless all applicable lines have been completed.
▶ Request may be rejected if the form is incomplete or illegible.
▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Mr. Cooper, PO Box 619097, Dallas, TX 75261, 866-316-2432

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days ☒

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days ☐

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days ☐

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days ☐

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

<u>12/31/2017</u>	<u>12/31/2016</u>		
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Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☒ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.**

Phone number of taxpayer on line 1a or 2a

Sign Here

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301 855-587-9604
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888 855-800-8105
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 855-821-0094

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 855-800-8015

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

EXHIBIT C



8950 Cypress Waters Blvd.
Coppell, TX 75019

02/14/2019



OUR INFO

ONLINE

www.mrcooper.com

YOUR INFO

DEBTOR(S)

PIA MCADAMS

CASE NUMBER

1502621

LOAN NUMBER

0618836951

PROPERTY ADDRESS

2121 FIORI DRIVE

VISTA, CA 92084

PIA MCADAMS
2121 FIORI DR
VISTA, CA 92084

Dear Pia Mcadams:

Mr. Cooper received your application for loss mitigation options and/or supporting documentation (the "Borrower Response Package"). We have determined that your application for loss mitigation is incomplete either because we are missing documentation or the information in the documentation you have supplied is incomplete. This letter includes a list of the document(s) we've already received and their status, the required document(s)/information we still need and the next steps for you to take. We encourage you to return the specified documentation to us by 3/15/2019.

Pia Mcadams			
Required Documents	Document Status	Expiration Date	Next Steps
1099 Tax Statement	Not Received		Please provide the required document.
30 Days consecutive paystubs with employer name including year to date deductions and earnings	Update Needed		We need one more paystub to determine your income. Please provide an additional consecutive paystub.
Most recent signed quarterly or Year to Date Profit & Loss statement with business name or occupation showing gross income and itemized expenses	Update Needed		The information you provided is not legible. Please resubmit the document with clear and legible information.
RMA (Request for Modification and Affidavit Form) Or UBAF (Uniform Borrower Assistance Form)	Complete	7/15/2019	Nothing further is needed for this document at this time.
Written explanation describing the details of the hardship and relevant documentation	Complete	7/15/2019	Nothing further is needed for this document at this time.

If any documents are shown to be 'not received,' 'update needed' or 'expired,' we encourage you to return the document(s) to us as soon as possible. Various delivery options are provided on the next page. For the documents shown to be 'complete,' please also reference the approaching expiration dates. Generally, the documentation you have provided expires 90 days from our receipt.

We have provided a reasonable date for your client to return the completed Borrower Response Package to us. Please note that we may still review the application if it is received after that date, but the sooner the documents are returned to us, the better.

Once you have provided the additional documentation/information to us as requested, we will evaluate for all loss mitigation options available to you. At the conclusion of the evaluation period, which is generally 30 days, we will send you a notification informing you of the eligibility of those loss mitigation options. If you qualify for a loss mitigation option, you will have 14 days from the date of the offer letter to accept or reject the offer. If you do not respond within 14 days, the offer may be deemed as

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.





rejected. There is no guarantee that you will qualify or receive any loss mitigation options. Depending upon the programs for which you are evaluated, we may be required to obtain third party approval to determine your eligibility.

You may be entitled to additional protections under State or Federal law.

What do I need to do?

Return your complete Borrower Response Package with all requested documentation/information to us by 3/15/2019.

Submit your information to us as soon as possible so we can complete the review process.

- Online - www.mrcooper.com
- Email - modification.assistance@mrcooper.com
- Fax - 214-488-1993
- Mail - Mr. Cooper
Attn: Loan Modification Processing Unit
PO Box 619097
Dallas, TX 75261

Log in to our website www.mrcooper.com to track your loan modification status.

If you need assistance completing the package, you can visit www.HUD.gov for access to HUD-approved counselors. You can also call the Homeowner's HOPE Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions and offers access to free HUD-certified counseling services in English and Spanish.

You should also consider contacting Mortgagees of any other Mortgages secured by 2121 Fiori Drive, Vista, CA 92084 to discuss available loss mitigation options.

If you have any questions, your Dedicated Loan Specialist is Justin Harmel and can be reached at (866)-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are 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). Visit us on the web at www.mrcooper.com for more information.

Sincerely,

Mr. Cooper



Notices of Error:

If you believe an error has been made with respect to the mortgage loan, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the error you believe has occurred. To submit a notice of error, you must send this information to the following address:

Mr. Cooper
Attn: Notice of Error/Request for Information
PO Box 619098
Dallas, TX 75261-9741

Requests for Information:

To request information regarding the account, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the information you are requesting with respect to your mortgage loan. To submit a request for information, you must send this information to the following address:

Mr. Cooper
Attn: Notice of Error/Request for Information
PO Box 619098
Dallas, TX 75261-9741

EXHIBIT D

DOC# 2019-0056585



Feb 19, 2019 08:00 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

RECORDING REQUESTED BY
Title 365
5000 Birch Street
Suite 300
Newport Beach, CA 92660

AND WHEN RECORDED MAIL TO:
Affinia Default Services, LLC
301 E. Ocean Blvd, Suite 1720
Long Beach, CA 90802

PAGES: 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 9948-4968 TSG Order No.: DS7300-18003621 A.P.N.: 184-302-53-00

NOTICE OF TRUSTEE'S SALE

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/19/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Affinia Default Services, LLC, as the duly appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded 08/27/2004 as Document No.: 2004-0821052, of Official Records in the office of the Recorder of San Diego County, California, executed by: PIA R MCADAMS, AN UNMARRIED WOMAN, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable in full at time of sale by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and state, and as more fully described in the above referenced Deed of Trust.

Sale Date & Time: 03/22/2019 at 10:00 AM

Sale Location: At the entrance to the East County Regional Center by statue, 250 E. Main Street, El Cajon, CA 92020

The street address and other common designation, if any, of the real property described above is purported to be: 2121 FIORI DRIVE Unincorporated Area), VISTA, CA 92084

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made in an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as

o bumisita dito sa Internet Web site address www.homesearch.com

(Ang Internet website address para makakuha ng
impormasyon hinggil sa agbebenta ng ari-arian na ito)
(Internet website address for information regarding the sale
of this property.)

gamit ang numero ng file na itinalaga sa kasong ito 9948-4968. Impormasyon
(numero ng file ng kaso) (case file number)

tungkol sa mga pagpaaantala sa loob ng maikling panahon o maaaring maganap kalapit ng
itinakdang pagbebenta ay maaaring hindi kaagad masaad sa impormasyon mula sa telepono o sa
Internet Web site. Ang pinakamainam na paraan upang mapatotohanan ang impormasyon sa
pagpaaantala ng petsa ay ang pagdalo sa nakatakdang petsa ng bentahan.

Kung nais ninyo ng karagdagang mga kopya ng buod na ito, maaari ninyong makuha ang mga
ito sa pamamagitan ng pagtawag sa 833-290-7452

usando el número de registro asignado a este caso 9948-4968
(número de registro del caso)
(Case file number)

Es posible que la información sobre las postergaciones por plazos muy breves o decididas muy próximo a la fecha programada para la subasta no figuren en la información que se ofrece por teléfono o en el sitio web. La mejor forma de verificar la información sobre las postergaciones es asistir a la subasta que se ha programado.

Si desea recibir copias adicionales de este resumen, puede llamar al teléfono
833-290-7452

(Ingresar número de teléfono)
(Telephone number)

9948-4968

를 사용하시면 됩니다.

(사례 파일 번호) (Case file number)

매우 짧은 기간의 연기 또는 매각 일정과 가까운 시간에 발생하는 연기는 정보 안내 전화나 인터넷 웹사이트에 즉각적으로 나타나지 않을 수 있습니다. 연기 정보를 확인하는 최선의 방법은 매각 예정일에 참석하는 것입니다.

본 요약서의 추가적인 사본을 원하시는 경우, 833-290-7452 (으)로 전화하시면

(전화번호) (Telephone number)

보내드립니다.

如果你想獲得更多的本摘要副本，請撥打下列電話 833-290-7452。
(電話號碼) (Telephone number)

Notice of Sale-Chinese (Revised 3/28/13)

NOTICE OF SALE
SUMMARY OF KEY INFORMATION

PIA MCADAMS, Pia R McAdams

The attached notice of sale was sent to _____, in relation
to _____ (trustor)
2121 FIORI DRIVE Unincorporated Area), VISTA, CA 92084
(description of property that secures the mortgage or deed of trust in default)

YOU ARE IN DEFAULT UNDER A _____ Deed of Trust
(deed of trust or mortgage)

DATED 08/19/2004 (date) UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY
BE SOLD AT A PUBLIC SALE.

IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST
YOU, YOU SHOULD CONTACT A LAWYER.

The total amount due in the notice of sale is \$328,307.15 (Estimated)
(total amount due)

Your property is scheduled to be sold on 03/22/2019 at 10:00 AM
(date and time of sale)

At the entrance to the East County Regional Center by statue, 250 E. Main Street, El Cajon, CA 92020
at _____
(location of sale)

However, the sale date shown on the attached notice of sale may be postponed one or more
times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California
Civil Code. The law requires that information about trustee sale postponements be made available to
you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your
sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this
property, you may call (800) 758-8052

(telephone number for information regarding the trustee's sale)
www.homesearch.com

or visit this Internet Web site address _____
(Internet website address for information regarding the sale of
this property), using the file number assigned to this case 9948-4968. Information
(case file number)

about postponements that are very short in duration or that occur close in time to the scheduled sale
may not immediately be reflected in the telephone information or on the Internet Web site. The best
way to verify postponement information is to attend the scheduled sale.

If you would like additional copies of this summary, you may obtain them by calling
833-290-7452
(telephone number)

Civil Code Section 2923.3(d)(2) (Revised 3/28/13)

EXHIBIT E



8950 Cypress Waters Blvd.
Coppell, TX 75019

03/03/2019



OUR INFO
ONLINE
www.mrcooper.com

YOUR INFO
DEBTOR(S)
PIA MCADAMS
CASE NUMBER
1502621
LOAN NUMBER
0618836951
PROPERTY ADDRESS
2121 FLORID DRIVE
VISTA, CA 92084

PIA MCADAMS
2121 FLORID DR
VISTA, CA 92084

Dear Pia Mcadams:

Mr. Cooper received your application for loss mitigation options and/or supporting documentation (the "Borrower Response Package"). We have determined that your application for loss mitigation is incomplete either because we are missing documentation or the information in the documentation you have supplied is incomplete. This letter includes a list of the document(s) we've already received and their status, the required document(s)/information we still need and the next steps for you to take. We encourage you to return the specified documentation to us by 4/7/2019.

Pia Meadams			
Required Documents	Document Status	Expiration Date	Next Steps
Most recent signed quarterly or Year to Date Profit & Loss statement with business name or occupation showing gross income and itemized expenses	Update Needed		<ul style="list-style-type: none"> Please provide a letter of explanation clarifying the information you provided. The document you provided is incomplete. Please make sure you have all complete pages and resubmit. The Profit and Loss is not in correct format. Please provide an itemized schedule for the periods required.
30 Days consecutive paystubs with employer name including year to date deductions and earnings	Complete	8/22/2019	Nothing further is needed for this document at this time.
RMA (Request for Modification and Affidavit Form) Or UEAF (Uniform Borrower Assistance Form)	Complete	7/15/2019	Nothing further is needed for this document at this time.
Written explanation describing the details of the hardship and relevant documentation	Complete	7/15/2019	Nothing further is needed for this document at this time.

If any documents are shown to be 'not received,' 'update needed' or 'expired,' we encourage you to return the document(s) to us as soon as possible. Various delivery options are provided on the next page. For the documents shown to be 'complete,' please also reference the approaching expiration dates. Generally, the documentation you have provided expires 90 days from our receipt.

We have provided a reasonable date for your client to return the completed Borrower Response Package to us. Please note that we may still review the application if it is received after that date, but the sooner the documents are returned to us, the better.

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.





Once you have provided the additional documentation/information to us as requested, we will evaluate for all loss mitigation options available to you. At the conclusion of the evaluation period, which is generally 30 days, we will send you a notification informing you of the eligibility of those loss mitigation options. If you qualify for a loss mitigation option, you will have 14 days from the date of the offer letter to accept or reject the offer. If you do not respond within 14 days, the offer may be deemed as rejected. There is no guarantee that you will qualify or receive any loss mitigation options. Depending upon the programs for which you are evaluated, we may be required to obtain third party approval to determine your eligibility.

You may be entitled to additional protections under State or Federal law.

What do I need to do?

Return your complete Borrower Response Package with all requested documentation/information to us by 4/7/2019.

Submit your information to us as soon as possible so we can complete the review process.

- Online - www.mrcooper.com
- Email - modification.assistance@mrcooper.com
- Fax - 214-488-1993
- Mail - Mr. Cooper
Attn: Loan Modification Processing Unit
PO Box 619097
Dallas, TX 75261

Log in to our website www.mrcooper.com to track your loan modification status.

If you need assistance completing the package, you can visit www.HUD.gov for access to HUD-approved counselors. You can also call the Homeowner's HOPE Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions and offers access to free HUD-certified counseling services in English and Spanish.

You should also consider contacting Mortgagees of any other Mortgages secured by 2121 Fiori Drive, Vista, CA 92084 to discuss available loss mitigation options.

If you have any questions, your Dedicated Loan Specialist is Justin Harnel and can be reached at (866)-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are 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). Visit us on the web at www.mrcooper.com for more information.

Sincerely

Mr. Cooper



Notices of Error:

If you believe an error has been made with respect to the mortgage loan, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the error you believe has occurred. To submit a notice of error, you must send this information to the following address:

Mr. Cooper
Attn: Notice of Error/Request for Information
PO Box 619098
Dallas, TX 75261-9741

Requests for Information:

To request information regarding the account, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the information you are requesting with respect to your mortgage loan. To submit a request for information, you must send this information to the following address:

Mr. Cooper
Attn: Notice of Error/Request for Information
PO Box 619098
Dallas, TX 75261-9741

EXHIBIT F



PO Box 619098
Dallas, TX 75261-9741

Pia McAdams
2121 Fiori Drive
Vista, CA 92084

OUR INFO
ONLINE
www.mrcooper.com

April 11, 2019

ACCOUNT INFO
LOAN NUMBER: 0618836951
CASE NUMBER: LB-03-19-02924
REFERENCE: 33021
PROPERTY ADDRESS:
2121 Fiori Drive
Vista, CA 92084
MORTGAGOR:
Pia McAdams

Dear Pia McAdams:

Thank you for reaching out to us. We are looking forward to helping you.

We received your correspondence on March 28, 2019, via the California Department of Business Oversight, and have put together this reply with information that we hope will alleviate your concerns. We looked into the concerns you expressed and after an investigation we're sharing with you what we found:

The account was referred to foreclosure on October 20, 2018. A foreclosure sale date occurred on March 22, 2019.

We acknowledge that our loan modification document request letter, dated March 8, 2019, listed a deadline of April 7, 2019 to return the documents to us. We are currently in the process of attempting to rescind the foreclosure sale.

Mr. Cooper currently has an automated telephone system that is voice activated. You may call 1.888.480.2432, which does not require you to dial the prompts. Once you call in to our automated telephone system, you are able to say "agent" at any time, to be transferred to a live person. Additionally, we apologize for any difficulties or delays you experienced while working with our representatives.

After completing our investigation, we identified the error with the aforementioned letter, and we are working to correct the error as of the date of this correspondence. You have the right to access the documents we used in this investigation and we have included those documents in this letter for your records. Those documents are:

- Notice of Trustee's Sale
- Loan Modification Document Request Letter

If you have any questions, please contact our Customer Service Department at 888-480-2432 or via mail at 8950 Cypress Waters Blvd. Dallas, TX 75019. Our hours of operation are Monday through Thursday from 7 a.m. to 8

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Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

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.





p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at www.mrcooper.com for more information.

I hope this information is helpful and addresses your concerns. If you have any specific questions about the information I have provided, please contact me directly, using the information below.

Sincerely,

A handwritten signature in black ink that reads "K. Brinkley".

Kimberly Brinkley
Customer Relations Specialist III
Mr. Cooper
P.O. Box 619098
Dallas, TX 75261-9741
Phone: 972.894.1598
Facsimile: 214.488.1993
E-mail: kimberly.brinkley@mrcooper.com

Enclosures 2
By Standard Mail
cc: California Department of Business Oversight

Are you experiencing a financial hardship? Our local non-profit partners can help with financial counseling and other services. Please visit these websites for assistance:

- Hud.gov
- Neighborworks.org

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: ['Dual Tracking': Class Action Alleges Mr. Cooper Mishandled Calif. Mortgage Borrowers' Loan Modification Requests](#)
