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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

BRIAN S. NELSON, on behalf of himself and
all others similarly situated,

Plaintiffs,

vs.

DITECH FINANCIAL, LLC,

Defendant.

) NO. _____

) **CLASS ACTION COMPLAINT FOR**
) **VIOLATIONS OF THE**
) **SERVICEMEMBERS CIVIL RELIEF**
) **ACT, 50 U.S.C. § 3901 ET SEQ. – CLASS**
) **ACTION**

) **JURY TRIAL DEMANDED**
)
)
)
)

Plaintiffs Brian S. Nelson, by and through his undersigned counsel, allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Servicemembers Civil Relief Act of 2003 (“the SCRA”), 50 U.S.C. § 3901 *et seq.*, on behalf of a class of current and former servicemembers whose statutory rights to a 6% interest rate cap under the SCRA have been violated in connection with mortgage loans incurred by them and their spouses before they were called to active service. The lawsuit challenges Defendant Ditech Financial, LLC’s policy or practice of refusing to apply the SCRA’s 6% interest rate cap for periods of military service, including with respect to those periods

1 preceding the transfer of the servicing rights on those loans to Defendant.

2 2. The SCRA mandates that any obligation or liability that bears interest at a rate in
3 excess of 6 percent per year that is incurred by a servicemember (including one incurred jointly with
4 the servicemember's spouse) shall not bear interest at a rate in excess of 6 percent for the entire
5 period of military service and one year thereafter, effective as of the date the servicemember was
6 called to active service so long as the servicemember provides written notice and a copy of his or her
7 military orders within 180 days of the end of military service. Despite this requirement, Defendant
8 Ditech has adopted a policy or practice of not applying the statutory interest rate cap to mortgage
9 loans for military service at least preceding the transfer of the servicing rights on those loans to
10 Defendant. As a result of Defendant's policy and practice, servicemembers and their spouses in the
11 Class either paid more interest on their loans or Ditech is seeking to require them to pay more
12 interest than allowed under the SCRA. As a result of Defendant's policy and practice, the principal
13 balances of the loans have been and continue to be inflated, and the interest incurred on them has
14 been and continues to be excessive and improper under the SCRA.

15 3. This action seeks a declaration that Defendant's policy violates the SCRA, an
16 injunction barring Ditech from continuing to apply the policy in the future, and an order to reform
17 the mortgage loans of Class members in accordance with the SCRA's 6% interest rate cap effective
18 as of the date on which the Class member was called to military service, to forgive interest incurred
19 at a rate in excess of 6% per year for any part of his or her period of military service, and/or to pay
20 monetary damages.

21 **JURISDICTION AND VENUE**

22 4. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 and
23 50 U.S.C. § 3912 because this action arises under laws of the United States.

24 5. This Court has personal jurisdiction over Defendant Ditech pursuant to Washington's
25 long-arm statute, Wash. Rev. Code § 4.28.185, because Defendant Ditech transacts business within
26 the State of Washington.

1 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial
2 part of the events giving rise to the claims in this action occurred in this district.

3 **PARTIES**

4 7. Plaintiff Brian S. Nelson is a retired Major from the Army National Guard. On
5 October 29, 2005, he entered active-duty military service in Tacoma, Washington under a call to
6 active service pursuant to Presidential Executive Order 13223 of September 14, 2001, and served on
7 active duty continuously until he was honorably discharged effective August 31, 2015. He resides in
8 Lakewood, Washington, and has resided in Lakewood, Washington since at least August 2005.

9 8. Defendant Ditech Financial, LLC is a mortgage company that lends and services
10 residential mortgages throughout the United States. Ditech is a wholly-owned subsidiary of Walter
11 Investment Mortgage Corp. Walter Investment acquired Green Tree Servicing LLC, a mortgage loan
12 servicing company, in 2011 and consolidated Green Tree Servicing LLC and Ditech Mortgage
13 Corp., a former subsidiary of Walter Investment, to form Ditech Financial LLC in or about August
14 2015. Defendant Ditech is a Delaware limited liability company, now headquartered in Fort
15 Washington, Pennsylvania, is licensed to conduct business in the State of Washington, and, through
16 itself and its predecessor, does conduct and has conducted business in the State of Washington.

17 **CLASS ACTION ALLEGATIONS**

18 9. Plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal Rules
19 of Civil Procedure on behalf of the following Class:

20 (A) All current and former servicemembers

- 21 (1) who entered military service within the meaning of the Servicemembers Civil
22 Relief Act;
- 23 (2) who, prior to such period of military service, incurred by themselves or jointly
24 with their spouses an interest-bearing obligation or liability in the nature of a
25 mortgage that is or was serviced by Ditech Financial, LLC or its predecessor;
- 26 (3) who, no later than 180 days after such period of military service, provided

1 written notice and a copy of his or her military orders;

2 (4) where, for any part of such period of military service or the one year
3 thereafter, (a) the interest rate per year on the Mortgage was not reduced to
4 6% or (b) the interest incurred on the Mortgage at a rate in excess of 6% per
5 year was not forgiven; and

6 (B) The spouses of such servicemembers who jointly incurred an interest-bearing
7 obligation or liability in the nature of a mortgage that is or was serviced by Ditech
8 Financial, LLC or its predecessor.

9 10. Excluded from the Class are all former or current servicemembers who previously
10 reached settlements with or judgments against Defendant resolving or releasing any claims arising
11 during the Class Period under the SCRA related to inadequate interest-rate reductions for periods of
12 military leave.

13 **Impracticality of Joinder**

14 11. The Class is so numerous that joinder of all members is impracticable. Based on its
15 website in 2016, Defendant purchased and funded 126,000 home loans in 2015 alone, and in 2016
16 served over 2.1 million home loans. Defendant Ditech's website asks potential borrowers to identify
17 "if you are active or retired military," and provides a link to Defendant's webpage about the SCRA.¹
18 Based on the number of servicemembers who have entered military service and the number of
19 veterans in the United States, and based on Ditech's marketing focus on servicemembers and
20 veterans, the members of the Class members likely consists of at least hundreds of current and
21 former servicemembers and their spouses.

22 12. As Defendant does business throughout the nation, with offices in locations, and
23 home loan specialists licensed in states, across the country, the members of the Class are
24 geographically dispersed throughout the nation. Upon information and belief, Defendant and its
25

26 ¹ <https://www.ditech.com/homeowner-resources/servicemembers-civil-relief-act-skra/>

1 predecessors have funded and acquired, and Defendant continues to fund and acquire, rights and
2 liabilities relating to residential mortgages on residences geographically dispersed throughout the
3 United States. Defendant serves residential mortgages on residences geographically dispersed
4 throughout the United States.

5 **Commonality**

6 13. The central question in this case concerns Defendant Ditech's policy or practice of
7 failing to reduce the contractual interest rates on Class Members' mortgage loans to 6% for their
8 periods of active-duty military service effective as of the date they were called to military service
9 and whether that violated the rights of members of the Class under the SCRA. Specifically, Ditech's
10 policy or practice fails to cap interest rates on the mortgage loans of Class members at 6% for their
11 entire periods of military service, regardless of whether the servicing rights on their loans were
12 transferred to Defendant after their periods of military service had begun. Additionally, to the extent
13 that interest was incurred at a rate in excess of 6% per year during a period of military service that
14 would otherwise be incurred but for the SCRA's required interest rate cap, Defendant Ditech failed
15 to forgive such interest. Another central question concerns whether the SCRA requires. As these
16 issues appear to arise from a uniform policy of not applying the SCRA's 6% interest rate cap to
17 military service preceding the transfer of the servicing rights to Defendant, answers to these
18 questions will produce common answers.

19 14. Because the interest charged on mortgage loans of Class members at a rate in excess
20 of 6% per year for any part of their periods of military service was based on a uniform policy, issues
21 regarding relief are common. Even if the ultimate allocation of recovery to Class members is taken
22 into account, the unifying issue concerning the policy is Defendant's failure to apply the 6% interest
23 rate to military service preceding the transfer of the servicing rights to Defendant. To the extent that
24 the policy is found to have violated the SCRA, the determination as to losses to members of the
25 proposed Class will be a formulaic one. As Defendant acted in a systematic manner with respect to
26 the Class, all members of the Class suffered the same type of injury based on a single policy and

1 resolving the claims of the Class will be based on common legal and factual questions.

2 **Typicality**

3 15. Plaintiff's claims are typical of the other members of the proposed Class. Plaintiff
4 challenges a policy or practice by which Defendant failed to cap interest rate on servicemembers'
5 mortgage loans at the statutory 6% maximum for military service including preceding the transfer of
6 the servicing rights on those loans to Ditech.

7 16. The relief sought consists primarily of (1) a declaration establishing that Defendant
8 violated the SCRA by failing to cap interest rates on servicemembers' mortgage loans at the
9 statutory 6% maximum for their entire periods of military service; and (2) an order requiring
10 Defendant to apply the 6% interest rate cap to such periods.

11 **Adequacy**

12 17. Plaintiff will fairly and adequately protect the interests of other members of the Class.
13 Plaintiff is aware of no conflict with any other member of the Class. Plaintiff understands his
14 obligation as a class representative, has already undertaken steps to fulfill them, and is prepared to
15 continue to fulfill their duties as class representatives.

16 18. Defendant has no unique defenses against Plaintiff that would interfere with his
17 representation of the Class.

18 19. Plaintiff's counsel are experienced in federal court class-action litigation, including
19 class-action litigation involving rights and benefits of servicemembers and veterans.

20 **Rule 23(b)(2)**

21 20. This action is properly maintainable as a class action under Rule 23(b)(2) of the
22 Federal Rules of Civil Procedure.

23 21. Defendant is alleged to have violated the SCRA in a manner as to all members of the
24 Class by failing to apply the SCRA's 6% interest rate cap as to all members of the Class. As such,
25 Defendant has acted or refused to act on grounds that apply generally to the Class. The primary relief
26 sought by the Complaint is a determination that Defendant Ditech's failure to adjust the interest rate

1 violates the SCRA and an order reforming the loan contracts for the Class to reflect the maximum
2 interest rate permitted by the SCRA and an injunction preventing Ditech from enforcing an interest
3 rate higher than that permitted by the SCRA. As a result, the Complaint seeks final declaratory and
4 injunctive relief for the Class as a whole.

5 22. Any monetary relief sought either flows from and/or is incidental to the declaratory
6 and injunctive relief ordered and can be calculated in a simple, objective, and mechanical manner.
7 Any monetary relief is tied directly to an injunction or declaration that requires reformation of the
8 contracts and the amounts owed under the contract and the return of any amounts overpaid as a
9 result of Ditech charging in excess of the amount permitted by the SCRA. These amounts owed the
10 Class can be calculated by comparing, for each period of active-duty military service, the contractual
11 interest rate with the 6% interest rate that should have been applied and refunding the difference to
12 the Class along with an associated interest overpayment and/or principal inflation (or other fees or
13 other charges).

14 **Rule 23(b)(3)**

15 23. This action is also properly maintainable as a class action under Rule 23(b)(3) of the
16 Federal Rules of Civil Procedure.

17 24. The questions of law and fact common to members of the Class predominate over
18 questions affecting only individual members and a class action is superior to other available methods
19 for the fair and efficient resolution of this controversy. By resolving the common issues described
20 above in a single class proceeding, each member of the proposed Class will receive a determination
21 of whether Defendant violated the SCRA by failing to apply the statutory 6% interest rate cap and of
22 the remedy that should be provided under the SCRA.

23 25. Upon information and belief, there are no other pending lawsuits in which members
24 of the Class have raised similar allegations.

25 26. This is an appropriate forum for these claims because, among other reasons,
26 jurisdiction and venue are proper, Defendant conduct business in this District, and, as a result of

1 Defendant's significant operations in this district, at least a portion of the Class likely resides in this
2 district.

3 27. There are no difficulties in managing this case as a class action.

4 **FACTUAL ALLEGATIONS**

5 28. Plaintiff Brian Nelson and his wife, Kelly Nelson, ("the Nelsons") purchased a
6 residence located in Lakewood, Washington in September 1999.

7 29. On August 8, 2005, the Nelsons jointly executed a Home Equity Line of Credit ("the
8 HELOC Loan") in the amount of the \$90,000.00 with Equity 1 Lenders Group, a California
9 company. The HELOC that the Nelsons executed was an Adjustable-Rate Mortgage ("ARM") loan
10 with interest at an initial simple-interest Annual Percentage Rate ("APR") of 11.75%. Pursuant to the
11 terms of the HELOC Loan, the contractual APR has never dropped to 6% or below at any time
12 between October 29, 2005 and the present.

13 30. On October 14, 2005, Mr. Nelson was ordered to active-duty military service
14 pursuant to Presidential Executive Order 13223 of September 14, 2001, commanding him to report
15 for active service in Tacoma, Washington on October 29, 2005.

16 31. On October 29, 2005, Mr. Nelson entered active-duty military service.

17 32. On January 22, 2007, Mr. Nelson was issued a military order commanding that he
18 would be transferred to the Camp Murray station in Tacoma, Washington effective January 19,
19 2007. On January 19, 2007, while on active duty, he was transferred as ordered.

20 33. On June 6, 2008, Mr. Nelson was issued a military order commanding that he be
21 transferred back to his original home station in Tacoma, Washington effective June 7, 2008. On June
22 7, 2008, while on active duty, he was transferred as ordered.

23 34. On March 19, 2012, Mr. Nelson was issued a military order stating that he was
24 transferred to Camp Murray in Tacoma, Washington effective March 1, 2012. On March 1, 2012,
25 while on active duty, he was transferred as ordered.

26 35. On November 6, 2012, Mr. Nelson was issued a military order stating that he was

1 relieved from duty as Intelligence Officer and reassigned as Intelligence Plans Officer effective
2 November 1, 2012. On November 1, 2012, while on active duty, he was reassigned as ordered.

3 36. On July 8, 2014, Mr. Nelson was issued a military order stating that he was attached
4 to Specific Operations Detachment-Pacific effective July 1, 2014. On July 1, 2014, while on active
5 duty, he was attached as ordered.

6 37. On June 9, 2015, Mr. Nelson was issued a military order commanding that he be
7 retired from active duty effective August 31, 2015. On August 31, 2015, he was retired from active
8 duty as ordered.

9 38. From October 29, 2005 until his retirement on August 31, 2015, Mr. Nelson served
10 on active duty continuously until his retirement.

11 39. Prior to October 29, 2005, Mr. Nelson informed all of his creditors in writing,
12 including Equity 1 Lenders Group, that he would enter active-duty military service beginning
13 October 29, 2005.

14 40. Although informed of Mr. Nelson's entry into active-duty military service, Equity 1
15 Lenders Group did not reduce the APR on the HELOC Loan to 6% as required by the SCRA.

16 41. Sometime prior to October 1, 2013, the servicing rights on the Nelsons' HELOC
17 Loan were transferred to IndyMac, which later became OneWest Bank.

18 42. On or about October 1, 2013, the servicing rights on the Nelsons' HELOC Loan were
19 transferred from OneWest Bank to Green Tree Servicing LLC.

20 43. In approximately August 2015, Green Tree Servicing LLC and Ditech Mortgage
21 Corp. were consolidated to form Ditech. In approximately August 2015, Ditech became the loan
22 servicer of the Nelsons' HELOC Loan.

23 44. Upon information and belief, since at least 2005, Green Tree Servicing LLC, Ditech
24 Mortgage Corp. and/or Ditech has acquired, and Ditech continues to acquire, rights and liabilities
25 relating to other interest-bearing mortgage loans, including but not limited to the servicing rights on
26 those loans.

1 45. At no time between October 1, 2013 and August 31, 2015, did either Green Tree
2 Servicing LLC or Ditech, reduce the APR on the Nelsons' HELOC Loan to 6% for any part of Mr.
3 Nelson's period of military service between October 29, 2005 and August 31, 2015.

4 46. Shortly after his retirement from active service on August 31, 2015, Mr. Nelson
5 contacted Ditech by phone and informed Ditech that the APR on the HELOC Loan had never been
6 reduced to the SCRA's 6% interest rate cap at any time between October 29, 2005 and August 31,
7 2015 when he was on active duty in the Army. Ditech's customer service representative responded
8 to Mr. Nelson that Ditech did not provide interest rate reduction of that kind.

9 47. Shortly after that phone call, Mr. Nelson called Ditech again to request the interest
10 rate reduction provided for under the SCRA for the period of his active-duty military service
11 between October 29, 2005 and August 31, 2015. Again, Ditech refused to provide the interest rate
12 reduction.

13 48. According to Ditech's October 2015 monthly statement to the Nelsons, the
14 outstanding balance of their HELOC Loan was \$73,431.00.

15 49. By letter dated November 6, 2015, Ditech informed Mr. Nelson that the interest rate
16 of 6% would be applied to the HELOC Loan for the period beginning October 1, 2013, "the date the
17 servicing of your loan transferred to Ditech," through 12 months after August 31, 2015, the date he
18 was retired from active duty in the Army. Ditech also informed Mr. Nelson that the principal balance
19 of the loan had been reduced to \$68,522.80 as of November 6, 2015.

20 50. By letter dated February 16, 2016, Mr. Nelson again requested Ditech to apply the
21 SCRA's 6% interest rate cap to the entire period of his military service from October 29, 2005
22 through August 31, 2015. He also attached to his letter a copy of all of the military orders calling
23 him to active service during that period.

24 51. By letter dated February 23, 2016, Ditech responded to Mr. Nelson's request pursuant
25 to the SCRA that "[t]he account is protected from the date we began servicing the loan to 12 months
26 after your discharge date of August 31, 2015." Ditech did not apply the SCRA's 6% interest rate cap

1 on the Nelsons' HELOC Loan for the period from October 29, 2005 through September 30, 2013 as
2 requested. Ditech did not forgive the interest incurred on the Nelsons' HELOC Loan at a rate in
3 excess of 6% at any time between October 29, 2005 and September 30, 2013.

4 52. As a result of Ditech's failure to apply the SCRA's 6% interest rate cap to the
5 Nelsons' HELOC Loan effective as of October 29, 2005, the first day he was called to active service,
6 the principal balance of the loan has been and continues to be inflated, and the monthly interest on
7 the loan has been and continues to be excessive and improper.

8 **COUNT I**

9 **(Violation of SCRA § 207, 50 U.S.C. § 3937)**

10 53. Plaintiffs repeat and incorporate all allegations contained in the foregoing paragraphs
11 as if fully set forth herein.

12 54. Subsection (a)(1) of the SCRA's maximum interest rate provision, codified at 50
13 U.S.C. § 3937, provides that "[a]n obligation or liability bearing interest at a rate in excess of 6
14 percent per year that is incurred by a servicemember, or the servicemember and the servicemember's
15 spouse jointly, before the servicemember enters military service shall not bear interest at a rate in
16 excess of 6 percent – (A) during the period of military service and one year thereafter, in the case of
17 an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a
18 mortgage; or (B) during the period of military service, in the case of any other obligation or
19 liability."

20 55. 50 U.S.C. § 3937(a)(2) provides that "[i]nterest at a rate in excess of 6 percent per
21 year that would otherwise be incurred but for the prohibition in [§ 3937(a)(1)] is forgiven."

22 56. 50 U.S.C. § 3937(b)(1) provides that, for an obligation or liability to be subject to the
23 SCRA's 6% interest rate cap, "the servicemember shall provide to the creditor written notice and a
24 copy of the military orders calling the servicemember to military service and any orders further
25 extending military service, not later than 180 days after the date of the servicemember's termination
26 or release from military service."

1 57. 50 U.S.C. § 3937(b)(2) requires that, upon receipt of written notice and a copy of the
2 military orders, the interest rate on the servicemember' loan must be reduced to 6% "effective as of
3 the date on which the servicemember is called to military service."

4 58. 50 U.S.C. § 3937(d)(1) defines "interest" to include "service charges, renewal
5 charges, fees, or any other charges (except bona fide insurance) with respect to an obligation or
6 liability."

7 59. By adopting and applying a policy or practice of not lowering the interest rates per
8 year on Class members' mortgage loans to 6% or by not forgiving the interest incurred at a rate in
9 excess of 6% per year for the parts of their periods of military service preceding the transfer of the
10 servicing on their loans to Defendant, Defendant has violated and continue to violate the SCRA.

11 60. Ditech was aware of the provisions and requirements of the SCRA and the SCRA
12 rights of Plaintiff and members of the Class if for no other reason that Plaintiff Nelson requested on
13 at least three different occasions after the conclusion of his military service – twice by telephone and
14 at least once in writing – that he was entitled to have the interest on the terms of his loan reduced
15 under the SCRA to 6% during the entire period of his military service. Despite Plaintiff expressly
16 informed Defendant Ditech of his SCRA rights, Defendant Ditech refused to reduce the interest rate
17 on his loan during the entire period of his military service. Instead, Defendant Ditech continued to
18 follow and apply their policy in conscious and/or reckless disregard of Plaintiff's rights.

19 61. Because Defendant applied its policy in violation of the SCRA, Plaintiff and the Class
20 paid more interest on their interest-bearing obligations or liabilities than they would have paid had
21 Defendant complied with the SCRA. Because Defendant applied its policy in violation of the SCRA,
22 the principal balances of Plaintiff's and Class members' loan accounts have been and continued to
23 be inflated, and the monthly interest on their obligations or liabilities has been and continues to be
24 excessive and improper.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays that judgment be entered against Defendant on Count I and
3 respectfully request that this Court award the following relief:

4 A. Declare that Defendant Ditech's policy refusing to apply the SCRA's 6% interest rate
5 cap to servicemembers' interest-bearing loans for military service preceding the transfer of the
6 servicing rights on those loans to Defendant Ditech violates the SCRA;

7 B. Enjoin Defendant Ditech from enforcing any policy or practice that fails to apply the
8 SCRA's 6% interest rate cap with respect to servicemembers and their spouses in the future;

9 C. Reform the mortgage loans of Plaintiff and the Class effective as of the date on which
10 members of the Class were called into military service to apply the SCRA's 6% interest rate cap to
11 those loans and to require Defendant Ditech to forgive all interest incurred at a rate in excess of 6%
12 per year;

13 D. Require Defendant Ditech to pay any other appropriate relief, including the return of
14 any monetary overpayment, any other monetary damages, including any compensatory and punitive
15 damages;

16 E. Require Defendant to pay pre- and post-judgment interest;

17 F. Require Defendant to pay the costs of the action, including reasonable attorneys' fees
18 under the SCRA, 50 U.S.C. § 4042(b), and/or order payment of reasonable fees and expenses in this
19 action to Plaintiff's counsel on the basis of the common benefit and/or common fund doctrine out of
20 any money or benefit recovered for the Class in this action;

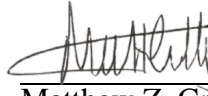
21 G. Grant such other and further relief as the Court deems proper, just and/or equitable.

22 **JURY DEMAND**

23 Pursuant to Federal Rule of Civil Procedure 38 or any similar rule or law, Plaintiff demands a
24 trial by jury for all causes of action and issues for which trial by jury is available.

25
26

1 DATED July 28, 2017



2
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Attorneys for Plaintiffs

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Brian S. Nelson

Plaintiff(s)

v.

DiTech Financial LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DiTech Financial LLC by serving Registered Agent
CT Corporation System Philadelphia
Two Commerce Square
2001 Market Street
5th Floor
Philadelphia, PA 19103

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Matthew Z. Crotty
Crotty & Son Law Firm, PLLC
905 W. Riverside Ave.
Suite 409
Spokane, WA 99201

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Brian S. Nelson

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Matthew Z. Crotty, Crotty & Son Law Firm, 905 W. Riverside Ave. Ste. 409, Spokane, WA 99201

DEFENDANTS

DiTech Financial, LLC

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Click here for: Nature of Suit Code Descriptions.

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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

50 U.S.C. § 3901
Brief description of cause: Servicemembers Civil Relief Act of 2003

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 10,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE July 28, 2017 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Ditech Financial Charges Servicemembers Illegal Interest Rates During Military Service](#)
