

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Terry Tannenbaum, *on his own behalf and on
behalf of all others similarly situated,*

Plaintiffs,

v.

Caliber Home Loans, Inc., *a Delaware corporation,*

Defendant.

Civil Action No.:

CLASS ACTION COMPLAINT

JURY DEMAND

NATURE OF THE ACTION

1. Plaintiff Terry Tannenbaum brings this suit on behalf of himself and a Class of similarly situated consumers across the nation to challenge Defendant Caliber Home Loans, Inc.'s ("Caliber") practice of disclosing private debt-related information to unauthorized third parties in connection with the collection of the consumers' debt, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA").

2. Congress enacted the FDCPA to "eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged," 15 U.S.C. § 1692(e), and in response to "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors," which Congress found to have contributed "to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." *Id.*, § 1692(a).

3. Section 1692c(b) of the FDCPA states that:

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

15 U.S.C. § 1692c(b).

4. The FDCPA thus broadly prohibits a debt collector from communicating with anyone other than the consumer "in connection with the collection of any debt," subject to several carefully crafted exceptions.

5. Unfortunately for consumers nationwide, Defendant exceeds its authority and communicates with unauthorized third party vendors in connection with the collection of consumer debt, in violation of the FDCPA.

6. Thus, Plaintiff brings this lawsuit to stop Defendant's practices and to obtain redress for all persons injured by their conduct. Plaintiff, for his Class Action Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by his attorneys.

JURISDICTION

7. This Court has federal question subject matter jurisdiction under 28 U.S.C. § 1331, as the action arises under the Fair Debt Collections Practice Act, 15 U.S.C. § 1692, *et seq.*, which is a federal statute.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) as unlawful practices are alleged to have been directed to this District, Defendant regularly conducts business in this District, and Plaintiff resides in this District.

PARTIES

9. Plaintiff is a natural person and resident of the State of Florida. Plaintiff resides in and citizens of the State of Florida. Plaintiffs reside in Boca Raton, Florida. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

10. Defendant is a Delaware corporation headquartered in Coppell, Texas. Defendant does business throughout the United States, including in this District.

FACTUAL BACKGROUND

11. Caliber is Plaintiff's mortgage servicer and has sent Plaintiff multiple correspondence regarding Plaintiff's past-due mortgage balance.

12. This includes letters sent on June 17, 2020, June 18, 2020, and January 4, 2021. Each of these letters contained a statement from Caliber that "THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE".

13. Upon information and belief, Caliber did not print and mail these letters itself. Rather, Defendant, in connection with the collection of the debt, provided information regarding Plaintiff and the debt to third-party vendors who did the actual printing and mailing on Defendant's behalf.

14. This is a routine practice of Defendant's. Defendant's own privacy policies state that "Caliber does disclose your personal information to certain third-party vendors that assist with the origination or servicing of your loan" and that Caliber shares consumers' personal information (including social security number, account balances, and payment history) for its "everyday business purposes". (*See* "Caliber Privacy Disclosures," attached hereto as Group Exhibit A.)

15. Unfortunately for Caliber, such sharing of information in connection with the collection of consumer debt violates the FDCPA.

16. Caliber has also communicated with Caneel Group, another third party vendor of Caliber's, regarding Plaintiff's debt. Caneel Group subsequently contacted Plaintiff for loss mitigation purposes. On information and belief, Caliber has maintained consistent communication with Caneel Group regarding Plaintiff's debt up until the present day. Caneel Group contacted Plaintiff's foreclosure counsel as recently as May 10, 2021 and stated it was calling on behalf of Caliber.

CLASS ALLEGATIONS

17. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

This class action is brought by Plaintiff on behalf of a nationwide Class defined as follows:

All persons who, (1) from one year prior to the date the initial complaint in this action was filed through the date notice is disseminated, (2) were sent a debt collection communication on behalf of Defendant in connection with the collection of consumer debt (3) that was prepared, mailed, or sent by a third-party vendor.

Excluded from the Class are: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors or assigns of any such excluded persons. Plaintiff anticipates that amending the Class Definitions may become necessary following additional discovery.

18. Plaintiff sues on their his own behalf and on behalf of the above-defined Class under Rule 23(a) and (b) of the Federal Rules of Civil Procedure.

19. Plaintiff does not know the exact size or identities of the members of the proposed Classes, since such information is in the exclusive control of Defendant.

20. Plaintiff believes that the Class encompasses thousands of individuals whose identities can be readily determined from Defendant's books and records.

21. All members of the respective Class have been subject to and affected by the same conduct. The claims are based on form notices and uniform corporate practices. There are questions of law and fact that are common to the respective Class members that will generate common answers and that are subject to common proof, and predominate over any questions affecting only individual members of the Classes. These questions include, but are not limited to the following:

a. Whether Defendants' practice of providing consumer personal information to third party vendors in connection with the collection of debt violates the FDCPA;

b. The proper measure of damages; and

c. Whether Defendant's conduct with respect to Plaintiff and the other members of the Classes Members can be enjoined as to all of them such that injunctive relief and corresponding declaratory relief are appropriate.

22. Plaintiff's claims are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both the Plaintiff and the other members of the Class were subject to the same conduct, received the same notices, relied on and were subject to the same corporate practices.

23. Plaintiff will fairly and adequately represent the interests of the Class, are committed to the vigorous prosecution of the claims, and have retained attorneys who are qualified to pursue this litigation and have experience in class actions.

24. This putative class action meets both the requirements of Fed. R. Civ. P. 23(b)(2) and Fed. R. Civ. P. 23(b)(3).

25. Defendant has acted or refused to act on grounds that apply generally to the Class so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Class as a whole.

26. Common issues predominate and are central to the litigation over any perceived individual issues. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

COUNT I
Violation of the FDCPA 16 U.S.C. 1692, et. seq.
(On behalf of Plaintiffs Individually and the Class)

27. Plaintiffs re-allege and incorporate the above allegations as if set forth fully herein.

28. Plaintiffs bring this claim on their own behalf and on behalf of each member of the Class.

29. Plaintiff is a "consumer" within the meaning of FDCPA § 803(3) because they are natural persons who are allegedly obligated to pay a debt.

30. Defendant is a "debt collector" within the meaning of the FDCPA § 804(6) because their principal business is the collection of debts.

31. Section 1692c(b) of the FDCPA states that:

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the

consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

32. Defendant has violated this FDCPA provision by communicating in connection with the collection of consumer debt with third party vendors that are not the consumer, his attorney, a consumer reporting agency, the creditor, the attorney of the creditor, the attorney of the debt collector, or any other person or entity exempted from this provision by the FDCPA.

33. By communicating with third-party vendors in connection with the collection of the Debt, including by disclosing, among other things, the existence of the Debt, the amount allegedly owed, and the alleged creditor, Defendant violated 15 U.S.C. § 1692c(b). *See Hunstein v. Preferred Collection & Mgmt. Servs., Inc.*, --- F.3d ---, 2021 WL 1556069 (11th Cir. Apr. 21, 2021).

34. The harm suffered by Plaintiff is particularized in that the violative initial debt collection letter at issue was sent to him personally and regarded his personal debt. The harm Plaintiff alleges here—disclosure of private information of a personal, sensitive nature to third-party vendors—is precisely the type of abusive debt collection practice that the FDCPA was designed to prevent. *See* 15 U.S.C. § 1692(a) (“Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.”)

35. Plaintiff, on behalf of himself and the members of the Class, seeks declaratory judgment that Defendant’s actions violate the FDCPA, the maximum statutory damages provided under the FDCPA, actual damages, plus costs and attorneys’ fees.

PRAYER FOR RELIEF

WHEREFORE, in light of the foregoing, Plaintiff, on behalf of himself and the Class, respectfully prays that the Court enter an Order:

- a. Certifying this action as a Class Action, appointing Plaintiff as Class Representative and his Counsel as Class Counsel;
- b. Entering judgment against Defendant and in favor of Plaintiff and the Class for actual, compensatory, and statutory damages as described herein in amounts to be proven at trial;
- c. Awarding punitive damages against Defendant as permitted;
- d. Awarding injunctive and declaratory relief;
- e. Awarding Plaintiff reasonable attorneys’ fees and costs; and
- f. Awarding such additional relief as the Court deems necessary and just.

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Dated: May 25, 2021

By: _____
One of Plaintiff's Attorneys

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Attorneys for Plaintiff and the Class

** Pro Hac Vice*

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

Terry Tannenbaum, on his own behalf and on behalf of all others similarly situated.

(b) County of Residence of First Listed Plaintiff Palm Beach County, FL
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Office of Ryan S. Shipp, PLLC
 814 W. Lantana Rd., Suite 1

DEFENDANTS

Caliber Home Loans, Inc., a Delaware corporation,

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

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

Attorneys (If Known)

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

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

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

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

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

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|--|---|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 375 False Claims Act |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | | <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) | <input type="checkbox"/> 350 Motor Vehicle | | <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | | <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) |
| <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | | | <input type="checkbox"/> 485 Telephone Consumer Protection Act |
| <input type="checkbox"/> 195 Contract Product Liability | | | | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 196 Franchise | | | | <input type="checkbox"/> 810 Securities/Commodities/Exchange |
| | | | | <input checked="" type="checkbox"/> 890 Other Statutory Actions |
| | | | | <input type="checkbox"/> 891 Agricultural Acts |
| | | | | <input type="checkbox"/> 893 Environmental Matters |
| | | | | <input type="checkbox"/> 895 Freedom of Information Act |
| | | | | <input type="checkbox"/> 896 Arbitration |
| | | | | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| | | | | <input type="checkbox"/> 930 Constitutionality of State 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):
 15 U.S.C. §1692, et seq.

Brief description of cause:
 Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

Ryan Shipp
 Bar #52883

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Civil Action No.

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:

GROUP EXHIBIT A

EXHIBIT A-1

| | |
|--------------|---|
| FACTS | WHAT DOES CALIBER HOME LOANS, INC. (NMLS #15622) DO WITH YOUR PERSONAL INFORMATION? |
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | <p>The types of personal information we collect and share depends on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number, income and assets • Account balances and payment history • Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Caliber Home Loans, Inc. chooses to share; and, whether you can limit this sharing. |

| Reasons we can share your personal information | Does Caliber Home Loans, Inc. share? | Can you limit this sharing? |
|---|--------------------------------------|-----------------------------|
| For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes- To offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | Yes | No |
| For our affiliates' everyday business purposes- Information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes- Information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For our nonaffiliates to market to you | No | We don't share |

| | |
|-------------------|--|
| Questions? | Call: (800) 401-6587 or go to www.caliberhomeloans.com/privacy-policy.aspx |
|-------------------|--|

| Who we are | |
|--|---|
| Who is providing this notice? | Caliber Home Loans, Inc. (NMLS #15622) and its affiliates |
| What we do | |
| How does Caliber Home Loans, Inc. protect my personal information? | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.</p> |
| How does Caliber Home Loans, Inc. collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Apply for a loan or give us your income information • Show your driver's license or provide employment information • Perform transactions with us • Make mortgage payments or provide your mortgage information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See <i>Other important information</i> section for your rights under state law.</p> |

| Definitions | |
|------------------------|---|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include certain financial and non-financial companies with a common corporate ownership by Lone Star Fund entities.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Caliber Home Loans, Inc. does not share your information with nonaffiliates for marketing purposes.</i> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners may include financial services providers, realtors, builders and other residential real estate companies.</i> |

| Other important information | |
|---|--|
| <p>This Privacy Notice applies to financial products and services for consumer purposes that Caliber Home Loans, Inc. provides in the United States. We reserve the right to change the terms of this Privacy Notice at any time as permitted by law. The examples provided in this Privacy Notice are intended as illustrations and are not exclusive.</p> | |
| <p>California Residents: You have additional rights to limit the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies with whom Caliber Home Loans, Inc. does business. California consumers may opt out of any such disclosure by completing, signing and returning the attached form entitled "Important Privacy Choices for California Consumers" or sending an email to US.Privacy@CaliberHomeLoans.com.</p> | |

EXHIBIT A-2

CALIBER HOME LOANS, INC. CCPA PRIVACY POLICY

I. Right to Know About Personal Information Collected, Disclosed, or Sold

Know your rights: Under the California Consumer Privacy Act (“CCPA”), California resident consumers have the right to request that Caliber disclose what personal information it collects, uses, discloses and sells. This “Right to Know” includes requests to know the categories of personal information that Caliber uses, as well as the specific pieces of personal information. A “Right to Know” request under the CCPA is called a “verifiable consumer request to know.”

Submit your verifiable consumer request to know: Caliber offers two easy methods to submit your verifiable consumer request to know. The best option is to use our online portal found here: ccpa.caliberhomeloans.com. Follow the instructions and provide all the requested information that you can to submit your request. Another option is to call (844)238-7046 and follow the automated prompts to submit your request. Both of these submission options will require you to submit certain information so that Caliber can verify who you are. For Caliber loan servicing customers, that information can be as simple as your name and loan number. For consumers who may not be Caliber loan servicing customers, we may require additional information like [First Name, Last Name, Email Address, Last 4 digits of Social Security Number, Phone Number, Mailing Address].

Know what information Caliber collects:

| Categorization of PI/NPI | Category of Source | Business or Commercial Purpose | Categories of Third Parties to whom we disclosed |
|--------------------------|--|--------------------------------|--|
| Contact Information | You (Loan Application), Prior Lender or Servicer | Originate your loan, Servicing | Loan Origination and Servicing Vendors |
| Loan Information | You (Loan Application), Prior Lender or Servicer | Originate your loan, Servicing | Loan Origination and Servicing Vendors |
| Transaction History | You and Caliber, Prior Lender or Servicer | Originate your loan, Servicing | Loan Origination and Servicing Vendors |
| Customer Preference | You | Originate your loan, Servicing | Loan Origination and Servicing Vendors |

II. Right to Opt-Out of the Sale of Personal Information

Caliber does not sell your personal information: Caliber does not sell your personal information for commercial purpose. You still have the right, however, to request that Caliber not sell your personal information in the future, if applicable. Caliber does disclose your personal information to certain third-party vendors that assist with the origination or servicing of your loan.

Submit your request to opt-out of your personal information being sold: Even though Caliber does not sell consumer personal information, you can still submit a request to opt-

out of your personal information being sold in the future. To make that request select the following link: ccpa.caliberhomeloans.com or call (844)238-7046 option # 2.

III. Right to Request Deletion of Personal Information

Know your rights: Under the CCPA, California resident consumers have the right to request that Caliber delete personal information it collects or maintains, subject to certain exceptions. Notably, Caliber will retain personal information that it needs to originate or service your loan, or to comply with other state or federal law. Once you make a verifiable consumer request to delete your personal information, Caliber will verify your identity and delete all personal information it maintains that is not otherwise exempt from deletion. Caliber will also request that any third-party vendors delete your personal information that is not otherwise exempt from deletion.

Submit your verifiable consumer request to delete: Caliber offers two easy methods to submit your verifiable consumer request to delete. The best option is to use our online portal found here: ccpa.caliberhomeloans.com. Follow the instructions and provide all requested information that you can to submit your request. Another option is to call (844)238-7046 and follow the automated prompts to submit your request. Both of these submission options will require you to submit certain information so that Caliber can verify who you are. For Caliber loan servicing customers, that information can be as simple as your name and loan number. For consumers who may not be Caliber loan servicing customers, we may require additional information like [First Name, Last Name, Email Address, Last 4 digits of Social Security Number, Phone Number, Mailing Address].

IV. Miscellaneous Issues

Your right to non-discrimination: You have the right not to receive discriminatory treatment by Caliber for the exercise of any of your right under the CCPA. Rest assured that Caliber does not discriminate against consumers for the exercise of lawful rights, including, but not limited to those conferred by the CCPA.

- **Authorized agents:** The CCPA provides that consumers or current Caliber customers can designate an authorized agent to make requests under the CCPA on the consumer or customers' behalf. Caliber customers or consumers can do this by providing a Third-Party Authorization form to Caliber by mail or fax to the address below. Signed authorizations need to include the following Borrowers signature, Caliber account number, 3rd party's information, Individuals name, Company name (if applicable), Address, Contact Number, and expiration date of the authorization, if desired.

Loan Servicing Customers:

Mail: Attn: Customer Service Department
Caliber Home Loans, Inc
13801 Wireless Way
Oklahoma City, OK 73134

Fax: (405) 608-2003

Consumers (Loan was not established but an inquiry was made):

Mail: Attn: Customer Resolution
Caliber Home Loans, Inc
1525 S. Beltline Road
Coppell, TX 75019

Email: Customer.Inquiry@caliberhomeloans.com

Contact us: If you have additional questions or concerns about Caliber's privacy policies and practices, please contact our Customer Service Department at (844)238-7046.

Date Last Updated: 12/5/19

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Caliber Home Loans Unlawfully Shares Debt-Related Information with Third-Party Vendors, Class Action Alleges](#)
