

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

MARY WASHINGTON and PEOLA)	
WARREN, individually and on)	Case No.: 1:22-cv-01392
behalf of all other similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
NATIONSTAR MORTGAGE LLC d/b/a)	
MR. COOPER,)	
)	
Defendant.)	

NOTICE OF REMOVAL

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1453, and 1711-1715, Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper (“Nationstar”) hereby removes this case from the Cuyahoga County Court of Common Pleas, Ohio, (the “State Court”) to the United States District Court for the Northern District of Ohio on the following grounds:

(1) **CAFA Jurisdiction:** This Court has original jurisdiction over this civil action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d), 1453, 1711-1715 because minimum diversity exists, the amount of controversy exceeds \$5 million, and the number of members of the proposed putative class in the aggregate is at least 100 class members.

In support of this Notice of Removal, Nationstar states as follows:

I. FACTUAL AND PROCEDURAL BACKGROUND

1. On or about June 27, 2022, Plaintiffs Mary Washington and Peola Warren (“Plaintiffs”) filed a Class Action Complaint in Case CV-22-965312, *Washington, et. al., v. Nationstar Mortgage LLC d/b/a Mr. Cooper*, in the Ohio Court of Common Pleas for Cuyahoga

County (the “State Court Action”). A copy of the Class Action Complaint is attached hereto as **Exhibit 1**.

2. On July 7, 2022, Nationstar was served with a copy of the Class Action Complaint in the State Court Action through certified mail (“Summons”) attached hereto as **Exhibit 2**.

3. On or about, July 8, 2022, Plaintiffs filed their First Amended Class Action Complaint (the “Amended Complaint”) attached hereto as **Exhibit 3**.

4. Upon information and belief, Plaintiffs are residents of Cleveland, Ohio. *See* Am. Compl. Caption.

5. Nationstar is a limited liability company that is organized under the laws of the State of Delaware and has its principal place of business in the State of Texas. **Exhibit 5** (“Nationstar Decl.”), ¶ 3.

6. Plaintiffs assert claims against Nationstar for “Third Party Reconveyance/Release Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees that Plaintiffs allege were wrongly charged against Plaintiffs’ accounts. *See* Am. Compl. ¶ 4.

7. Plaintiffs seek to represent the following putative class:

Everyone who was charged by Nationstar Mortgage LLC or Mr. Cooper (or any predecessor, successor, nominee, or agent of either) any “Third Party Reconveyance Preparation Fee,” “Third Party Reconveyance/Release Preparation Fee,” or similar fee, in relation to any mortgage or mortgages recorded within any of the following 36 jurisdictions (jurisdictions that require lenders to release satisfied mortgages and do not provide for the charging of other than actual government fees): Alabama, Arizona, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas*, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. *(Texas does not have a law about mortgage releases but also does not have one allowing fees for releases.)

See Am. Compl. ¶ 1.

8. For the nationwide class, Plaintiffs seek actual damages in the amounts of the alleged overcharges and restitution. *See* Am. Compl. ¶ 2 (Requested Relief).

II. THE COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT

9. Pursuant to 28 U.S.C. §§ 1332 and 1441, removal to this Court is proper under CAFA. Under CAFA, this Court has jurisdiction over class actions where: (1) there is minimal diversity (*i.e.*, the citizenship of at least one plaintiff is diverse from the citizenship of at least one defendant), 28 U.S.C. § 1332(d)(2); (2) there are at least 100 putative class members, 28 U.S.C. § 1332(d)(5)(B); (3) the amount in controversy based upon the class members' aggregate claims exceeds \$5 million exclusive of interest and costs, 28 U.S.C. § 1332(d)(2); (4) the primary defendants are not states, state officials, or other governmental entities against whom the district court may be prevented from ordering relief, 28 U.S.C. § 1332(d)(5)(A); and (5) the 30-day deadline for removal is met, 28 U.S.C. § 1446(b). CAFA authorizes the removal of such actions under 28 U.S.C. § 1446.

10. As required by 28 U.S.C. § 1441, Nationstar seeks to remove this case to the United States District Court for the Northern District of Ohio, which is the District Court embracing the place where the State Court Action has been filed.

A. Minimal Diversity Exists

11. To satisfy CAFA's diversity requirement, a party seeking removal need only show that minimal diversity exists, that is, that one putative class member is a citizen of a state different from that of one defendant. 28 U.S.C. § 1332(d)(2).

12. For diversity purposes under CAFA, a limited liability company is a citizen of the state under whose laws it is organized and the state where it has a principal place of business. 28

U.S.C. § 1332(d)(10).¹ Nationstar is organized under the laws of the State of Delaware and its principal place of business is in the State of Texas. **Exhibit 5** (“Nationstar Decl.”), ¶ 3. Accordingly, Nationstar is a citizen of the State of Delaware and the State of Texas.

13. Upon information and belief, Plaintiffs are citizens of the State of Ohio. Plaintiffs’ full addresses in Cleveland, Ohio are listed in the Caption of the Amended Complaint. *See* Am. Compl.

14. Because Plaintiffs are citizens of the State of Ohio, and Nationstar is a citizen of the States of Delaware and Texas, the citizenship of at least one putative class member is different from the citizenship of the Defendant, thus satisfying 28 U.S.C. § 1332(d)(2)(A).

B. The Putative Class Consists of More Than 100 Members.

15. Based on Nationstar’s preliminary investigation, at least 787,935 Nationstar accounts were charged a third party reconveyance preparation fee in order to record the release of a satisfied mortgage paid in full between June 27, 2016 and the present. *See Exhibit 5* (“Nationstar Decl.”), ¶ 6. The aggregate membership of the proposed class is therefore at least 100 as required under CAFA.

C. As Alleged, the Aggregate Amount in Controversy Exceeds \$5 Million

16. To invoke federal court jurisdiction, a notice of removal “need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC*, 574 U.S. 81, 89 (2014). “[W]hen a defendant seeks federal-court adjudication, the defendant’s amount-in-controversy allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Id.* at 87.

¹ *Kendrick v. FCA US LLC*, Civ. No. 21-cv-12995, 2022 WL 2758518, FN 3 (E.D. Mich. July 14, 2022) (“Under CAFA, an LLC is considered to be a citizen of wherever it has its principal place of business and under whose laws it is organized. See 28 U.S.C. § 1332(d)(1).”).

17. Here, Plaintiffs do not allege a specific amount in controversy. Thus, the Court may consider the Notice of Removal and other relevant documents concerning the amount in controversy. *McClendon v. Challenge Financial Investors Corp.*, No. 1:08CV1189, 2009 WL 589245, at *4-5 (N.D. Ohio Mar. 9, 2009) (holding that records prepared in the course of regularly conducted business may be used to establish the amount in controversy); *Popa v. CNX Gas Co., LLC*, No. 4:14CV143, 2014 WL 1369605, at *5 (N.D. Ohio Apr. 7, 2014) (holding that Defendants, through an affidavit, submitted competent proof that the amount in controversy meets minimum requirements).

18. Under CAFA, the claims of the individual members in a class action are aggregated to determine if the amount in controversy exceeds the sum or value of \$5,000,000. *See* 28 U.S.C. § 1332(d)(6). In addition, Congress intended for federal jurisdiction to be appropriate under CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the type of relief sought (*e.g.*, damages, injunctive relief, or declaratory relief).” Senate Judiciary Committee Report, S. Rep. 109-14, at 42.

19. Furthermore, the Senate Judiciary Committee’s Report on the final version of CAFA makes clear that any doubts regarding the maintenance of class actions in state or federal court should be resolved in favor of federal jurisdiction. S. Rep. 109-14, at 42-43 (stating that “if a federal court is uncertain about whether ‘all matters in controversy’ in a purported class action ‘do not in the aggregate exceed the sum or value of \$5,000,000,’ the court should err in favor of exercising jurisdiction over the case Overall, new section 1332(d) is intended to ***expand substantially federal court jurisdiction over class actions***. Its provisions should be read broadly,

with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant”) (emphasis added).

20. Here, Plaintiffs seek actual damages in the amount of a refund of the alleged overcharges for all “Third Party Reconveyance Preparation Fee[s], Third Party Reconveyance/Release Preparation Fee[s], or similar fee[s]” that Nationstar charged its customers across 36 states. *See* Am. Compl. ¶¶ 1-2. In other words, Plaintiffs are seeking to have Nationstar refund all “Third Party Reconveyance Preparation Fee[s], Third Party Reconveyance/Release Preparation Fee[s], or similar fee[s]” charged to putative class members.

21. While Nationstar denies any liability, based on the allegations, claims, and prayer for relief set forth in the Amended Complaint, the amount in controversy in this action, exclusive of interest and costs, exceeds the sum of \$5,000,000.² Nationstar’s establishment of the amount of controversy, as set forth below, is based on assumptions for purposes of removal only as to the amounts that Plaintiffs claim to be able to recover if they prevail on their claims.

22. Based on Nationstar’s preliminary investigation, at least 787,935 Nationstar accounts were charged a third party reconveyance preparation fee in order to record the release of a satisfied mortgage paid in full within the 36 states listed in Plaintiffs’ Amended Complaint between June 27, 2016 and the present. *See Exhibit 5* (“Nationstar Decl.”), ¶ 6.

23. Based on this investigation, the total amount in controversy for the nationwide class, as alleged in the Amended Complaint, is in excess of \$15,000,000. That is calculated by multiplying the 787,935 accounts that were charged a third party reconveyance preparation fee by

² Nationstar does not concede and reserves the right to challenge Plaintiffs’ theory of liability and damages.

the amount of the fee alleged by Plaintiffs to be as an improper pass through fee. *See Exhibit 5* (“Nationstar Decl.”), ¶ 6.

24. According to Plaintiffs’ Amended Complaint, all of these customers would fall into the putative class definition. Am. Compl. ¶ 1. Because Plaintiffs seek actual damages in the amount of the return of each fee charged by Nationstar, Plaintiffs seek to recover at least \$15,000,000 in alleged damages (exclusive of any alleged attorneys’ fees or interest), well above the statutory threshold for removal.

25. Thus, the amount in controversy easily exceeds the minimum statutory threshold established by CAFA.

D. Defendant is Not a State or State Official

26. Nationstar is not a state nor a state official.

III. PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN SATISFIED

27. This action has not previously been removed to federal court.

28. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b)(3), which provides that such Notices “may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable.”

29. Nationstar filed this Notice of Removal within 30 days of July 7, 2022, the date on which Nationstar was served with the Class Action Complaint. The Class Action Complaint was the first pleading from which it could be ascertained “that the case is one which is or has become removable.” *See* 28 U.S.C. § 1446(b)(3). Accordingly, this action is being removed within 30 days of the first date after receipt of Nationstar of service of any paper giving it notice that the action was removable.

30. A copy of this Notice of Removal being filed with the State Court and served upon Plaintiffs in accordance with 28 U.S.C. § 1446(d) is attached hereto as **Exhibit 6**.

31. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the process, pleadings, and orders served upon Nationstar in the State Court Action are attached hereto as **Exhibits 1-4**.

32. Pursuant to 28 U.S.C. § 1441(a), removal to this Court is appropriate because it is the “district court of the United States for the district and division embracing the place where [this] action is pending.”

33. Nothing in this Notice of Removal is intended or should be construed as any type of express or implied admission by Nationstar of any fact, of any validity or merits of Plaintiffs’ claims, causes of action, theory of damages, and allegations, or of any liability for the same, all of which are hereby expressly denied, or as any type of express or implied waiver or limitation of any of Nationstar’s rights, claims, remedies, and defenses in connection with this action, all of which are hereby fully and expressly reserved. Nationstar expressly reserves the right to amend or supplement this Notice of Removal, should any aspect of this removal and/or the information set forth herein be challenged.

WHEREFORE, Nationstar hereby removes the above-captioned action now pending in State Court to the United States District Court for the Northern District of Ohio.

Dated: August 5, 2022

Respectfully submitted,

By: /s/ K. Issac deVyver

K. Issac deVyver

Ohio Bar No. 72633

MCGUIREWOODS LLP

Tower Two-Sixty

260 Forbes Avenue, Suite 1800

Pittsburgh, PA 15222-3142

Telephone: (412) 667-7988

Facsimile: (412) 667-7976

Email: kdevyver@mcguirewoods.com

Counsel for Defendant

Nationstar Mortgage LLC d/b/a Mr. Cooper.

CERTIFICATE OF SERVICE

I hereby certify this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on August 5, 2022, and sent via U.S. Mail and/or email to participants not registered with the CM/ECF system:

Brian Ruschel, Esq.
1701 E 12 St. Apt 23B
Cleveland, Ohio 44114
bruschel@aol.com

*Attorney for Plaintiffs Mary Washington
and Peola Warren*

By: /s/ K. Issac deVyver
K. Issac deVyver

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

EXHIBIT 1



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
June 27, 2022 10:03

By: BRIAN RUSCHEL 0046631

Confirmation Nbr. 2585865

MARY WASHINGTON ETC., ET AL

CV 22 965312

vs.

NATIONSTAR MORTGAGE LLC ETC.

Judge: SHERRIE MIDAY

Pages Filed: 8

Common Pleas Court
Cuyahoga County, Ohio

Mary Washington
5116 Kneale Dr
Lyndhurst OH 44124

CASE

Peola Warren
7265 Free Ave
Oakwood Village OH 44146

JUDGE

individually and on
behalf of all others
similarly situated

COMPLAINT

Plaintiffs

v.

Nationstar Mortgage LLC
d/b/a Mr. Cooper
8950 Cypress Waters Bl
Coppell TX 75019-4620

Defendant

1. Plaintiffs bring this action on behalf of
themselves and the following class:

Everyone who was charged by Nationstar Mortgage LLC or Mr. Cooper (or any predecessor, successor, nominee, or agent of either) any “Third Party Reconveyance Preparation Fee,” “Third Party Reconveyance/Release Preparation Fee” or similar fee, except where: (a) Applicable Law (as defined in class members’ mortgages) *expressly* allowed for the charging of the fees (fees other than actual government recording fees for releasing Security Instruments) and (b) the fees charged were for amounts actually paid to unaffiliated parties for releasing services done.

The class is limited to persons charged fees in relation to mortgages recorded within any of the following 36 jurisdictions (jurisdictions that require lenders to release satisfied mortgages and do not provide for the charging of other than actual government fees): Alabama, Arizona, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas*, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

* Texas does not have a law about mortgage releases but also does not have one allowing fees for releases.

2. This Court should certify this as a class action

because the class is so numerous that joinder of all members is impracticable, there are questions of law or fact common

to the class, Plaintiffs' claims are typical of the class's and they will fairly and adequately protect the class's interests—and questions of law or fact common to the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Plaintiffs satisfied Ohio residential mortgages where Defendant was the mortgagee (owner of the claim secured by the mortgage) or agent of the mortgagee: Mary Washington in 2019 (loan number 0621429539) and Peola Warren in 2019 (loan number 0610762528) and 2020 (loan number 0417247780).

4. When Plaintiffs and the class (collectively “the class”) satisfied their mortgages, Defendant as mortgagee or agent-servicer of mortgagees wrongly charged them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees

which purportedly were to pay “for expenses related to releasing [mortgages].”

5. The class’s mortgages were standard written contracts saying in part:

Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

‘Applicable Law’ means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

6. Applicable Law only allowed Defendant to charge the class for actual government recording fees and not things like “Third Party Reconveyance Preparation Fees.” For example, Ohio R.C. 5301.36(B) says:

Within ninety days from the date of the satisfaction of a mortgage, the mortgagee shall record a release of the mortgage . . . and pay any fees required for the recording [but] may, by contract with the mortgagor, recover the cost of the fees required for the recording of the satisfaction by the county recorder.

7. Defendant—as contracting party (mortgagee) or successor, assignee, or agent of contracting mortgagees, including as escrow agent for mortgagees and the class (mortgagors)—breached the class’s written contracts by charging them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees where nothing in the class’s mortgages or Applicable Law allowed for charging these.

8. Applicable Law and fiduciary duties undertaken by Defendant (including as escrow agent) required Defendant to give the class accurate statements of their total outstanding balances required by Applicable Law to pay their obligations in full, Defendant’s charges for the third-party-reconveyance-preparation and similar fees (“overcharges”) were breaches of Applicable Law and those duties, and Defendant cannot retain the benefits of its wrongdoing and must pay back to the class these breach-of-contract overcharges, other overcharges, and/or resulting money-had-and-received and/or unjust enrichment.

Plaintiffs request on behalf of themselves and the class:

1. That this be certified as a class action under Civ. R. 23.
2. For each class member whose mortgage was recorded in Ohio where Defendant was the mortgagee (owner of the claim secured by the mortgage) when the mortgage was satisfied, the \$250 that R.C. 5301.36(C) says is their damages, plus interest and costs, but Plaintiffs do not seek judgment for themselves or other of these class members of more than these \$250 amounts (exclusive of interest and costs) nor is any other relief (exclusive of interest and costs) sought. In the alternative, if Ohio R.C. 5301.36(C)'s \$250 damages are found not to be recoverable (or not on a class basis) as to some of these class members (for example as being time-barred) then as to these specific class members, damages in the amounts of the overcharges, and a judgment that Defendant must pay the overcharges back to these class members; and for an accounting—and

restitution and distribution to the class—of all overcharges, at Defendant’s expense.

3. For all other class members and their overcharges, all of those overcharges and a judgment that Defendant must pay them back to the class; and for an accounting—and restitution and distribution to the class—of all overcharges, at Defendant’s expense.

4. Pre-judgment interest.

5. Costs.

6. Whatever further relief the Court decides, and if Defendant claims Plaintiffs are not seeking enough or not for an expansive-enough class and Defendant expressly wants to pay more (to be approved by the Court) to an expanded class, then judgment for more would be accepted, including for an expanded class.

/s/ Brian Ruschel

Brian Ruschel (0046631)
1701 E 12 St Apt 23B
Cleveland OH 44114
Telephone: (216) 621-3370
E-mail: bruschel@aol.com

Attorney for Plaintiffs

EXHIBIT 2

**THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO**

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

MARY WASHINGTON ETC., ET AL
Plaintiff

CASE NO. CV22965312

JUDGE SHERRIE MIDAY

V.

NATIONSTAR MORTGAGE LLC ETC.
Defendant

SUMMONS SUMC CM

Notice ID: 47946167



From: MARY WASHINGTON P1
5116 KNEALE DR
LYNDHURST OH 44124

Atty.: BRIAN RUSCHEL
1701 E 12 ST APT 23B
CLEVELAND, OH 44114

To: NATIONSTAR MORTGAGE LLC D1
D.B.A. MR. COOPER
8950 CYPRESS WATERS BL
COPPELL TX 75019

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

By _____
Deputy

Date Sent: 06/29/2022

EXHIBIT 3



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

AMENDED COMPLAINT \$75
July 8, 2022 19:37

By: BRIAN RUSCHEL 0046631

Confirmation Nbr. 2596994

MARY WASHINGTON ETC., ET AL

CV 22 965312

vs.

NATIONSTAR MORTGAGE LLC ETC.

Judge: SHERRIE MIDAY

Pages Filed: 6

Common Pleas Court
Cuyahoga County, Ohio

Mary Washington
5116 Kneale Dr
Lyndhurst OH 44124

Peola Warren
7265 Free Ave
Oakwood Village OH 44146

individually and on
behalf of all others
similarly situated

Plaintiffs

v.

Nationstar Mortgage LLC
d/b/a Mr. Cooper
8950 Cypress Waters Bl
Coppell TX 75019-4620

Defendant

CASE **CV-22-965312**

JUDGE **SHERRIE MIDAY**

AMENDED COMPLAINT

1. Plaintiffs bring this action on behalf of
themselves and the following class:

Everyone who was charged by Nationstar Mortgage LLC or Mr. Cooper (or any predecessor, successor, nominee, or agent of either) any “Third Party Reconveyance Preparation Fee,” “Third Party Reconveyance/Release Preparation Fee,” or similar fee, in relation to any mortgage or mortgages recorded within any of the following 36 jurisdictions (jurisdictions that require lenders to release satisfied mortgages and do not provide for the charging of other than actual government fees): Alabama, Arizona, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas*, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. (* Texas does not have a law about mortgage releases but also does not have one allowing fees for releases.)

2. This Court should certify this as a class action because the class is so numerous that joinder of all members is impracticable, there are questions of law or fact common to the class, Plaintiffs’ claims are typical of the class’s and they will fairly and adequately protect the class’s interests—and questions of law or fact common to the class predominate over any questions affecting only individual members, and a class action is superior to other available

methods for the fair and efficient adjudication of the controversy.

3. Plaintiffs were charged by Nationstar Mortgage LLC or Mr. Cooper “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees, in relation to mortgages recorded within Ohio: Mary Washington in 2019 (loan number 0621429539) and Peola Warren in 2019 (loan number 0610762528) and 2020 (loan number 0417247780).

4. When Plaintiffs and the class (collectively “the class”) satisfied their mortgages, Defendant as mortgagee or agent-servicer of mortgagees wrongly charged them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees which purportedly were to pay “for expenses related to releasing [mortgages].”

5. The class’s mortgages were standard written contracts saying in part:

Upon payment of all sums secured by this Security Instrument, Lender shall discharge this

Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

‘Applicable Law’ means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

6. Applicable Law only allowed Defendant to charge the class for actual government recording fees and not things like “Third Party Reconveyance Preparation Fees.”

7. Defendant—as contracting party (mortgagee) or successor, assignee, or agent of contracting mortgagees, including as escrow agent for mortgagees and the class (mortgagors)—breached the class’s written contracts by charging them “Third Party Reconveyance Preparation Fees,” “Third Party Reconveyance/Release Preparation Fees,” or similar fees where nothing in the class’s mortgages or Applicable Law allowed for the charging of these fees.

8. Applicable Law and fiduciary duties undertaken by Defendant (including as escrow agent) required

Defendant to give the class accurate statements of their total outstanding balances required by Applicable Law to pay their obligations in full, Defendant's charges for the third-party-reconveyance-preparation and similar fees ("overcharges") were breaches of Applicable Law and those duties, and Defendant cannot retain the benefits of its wrongdoing and must pay back to the class these breach-of-contract overcharges, other overcharges, and/or resulting money-had-and-received and/or unjust enrichment.

Plaintiffs request on behalf of themselves and the class:

1. That this be certified as a class action under Civ. R. 23.
2. Damages in the amounts of the overcharges, and a judgment that Defendant must pay them back to the class; and for an accounting—and restitution and distribution to the class—of all overcharges, at Defendant's expense.
3. Pre-judgment interest.
4. Costs.

5. Whatever further relief the Court decides, and if Defendant claims Plaintiffs are not seeking enough or not for an expansive-enough class and Defendant expressly wants to pay more (to be approved by the Court) to an expanded class, then judgment for more would be accepted, including for an expanded class.

/s/ Brian Ruschel

Brian Ruschel (0046631)
1701 E 12 St Apt 23B
Cleveland OH 44114
Telephone: (216) 621-3370
E-mail: bruschel@aol.com

Attorney for Plaintiffs

Proof-of-Service

A copy of this Amended Complaint was (1) served by email on the following who is counsel for Defendant, and (2) filed through the Court's electronic filing system today which also is notice to Defendant, its counsel, and others:

K. Issac deVyver
MCGUIREWOODS
260 Forbes Ave Ste 1800
Pittsburgh PA 15222-3142

Email: KdeVyver@mcguirewoods.com

/s/ Brian Ruschel

Brian Ruschel
Attorney for Plaintiffs

EXHIBIT 4



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

NOTICE OF APPEARANCE
July 13, 2022 10:55

By: K. ISAAC DEVYVER 0072633

Confirmation Nbr. 2599960

MARY WASHINGTON ETC., ET AL

CV 22 965312

vs.

NATIONSTAR MORTGAGE LLC ETC.

Judge: SHERRIE MIDAY

Pages Filed: 2

**COMMON PLEAS COURT
CUYAHOGA COUNTY, OHIO**

MARY WASHINGTON and PEOLA
WARREN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER,

Defendant.

CASE NO. CV-22-965312

NOTICE OF APPEARANCE

Please take notice that K. Issac deVyver of McGuireWoods LLP hereby enters his appearance on behalf of Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper in the above captioned matter.

Service of all pleadings, papers and other filings should be made on Defendant's counsel at the address listed below.

DATED: July 13, 2022

Respectfully submitted,

By: /s/ K. Issac deVyver

K. Issac deVyver

Ohio Bar No. 72633

MCGUIREWOODS LLP

Tower Two-Sixty

260 Forbes Avenue, Suite 1800

Pittsburgh, PA 15222-3142

Telephone: (412) 667-7988

Facsimile: (412) 667-7976

Email: kdevyver@mcguirewoods.com

Counsel for Defendant

Nationstar Mortgage LLC d/b/a Mr. Cooper.

CERTIFICATE OF SERVICE

I hereby certify that on **July 13, 2022**, I electronically filed the foregoing document entitled **NOTICE OF APPEARANCE OF K. ISSAC DEVYVER** with the Clerk of the Court for the Common Pleas Court of Cuyahoga County, Ohio using the CM/ECF system and served a copy of same upon all counsel of record via the Court's electronic filing system.

Brian Ruschel, Esq.
1701 E 12 St. Apt 23B
Cleveland, Ohio 44114
bruschel@aol.com

Attorney for Plaintiff Paul Kushner

By: /s/ K. Issac deVyver
K. Issac deVyver

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

MARY WASHINGTON and PEOLA)
WARREN, individually and on)
Behalf of all other similarly situated,)
)
Plaintiffs,)
)
v.)
)
NATIONSTAR MORTGAGE LLC d/b/a)
MR. COOPER,)

Defendant.

DECLARATION OF COURTNEY EHINGER

I, Courtney Ehinger, declare:

1. My name is Courtney Ehinger. I am currently employed as the Senior Vice President, Performing Servicing with Nationstar Mortgage LLC d/b/a Mr. Cooper (“Nationstar”).

2. I make this declaration based upon my personal knowledge, my review of Nationstar’s business records, and/or my communications with Nationstar’s employees. The business records referred to in this Declaration are Nationstar’s business records made and kept in the ordinary course of Nationstar’s business.

3. Nationstar is a limited liability company that is organized under the laws of the State of Delaware and its principal place of business is in the State of Texas.

4. In my capacity as Senior Vice President, Performing Servicing I am responsible for all non-default aspects of servicing, and I have a team at Nationstar that reports to me.

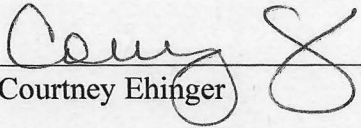
5. I, together with member of my team acting under my direction, conducted a search and review of Nationstar’s business records to identify all Nationstar customers who paid off their mortgage between June 27, 2016 and August 3, 2022, and who were charged a third party reconveyance preparation fee in order to record the release of a satisfied mortgage paid in full in the following states: Alabama, Arizona, Arkansas, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Montana,

Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

6. Based on my review, 787,935 Nationstar accounts were charged a third party reconveyance preparation fee based on these criteria for a total of \$15,642,786 in fees collected.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed August 5th, 2022 in Lewisville, TX.



Courtney Ehinger

EXHIBIT 6

**COMMON PLEAS COURT
CUYAHOGA COUNTY, OHIO**

MARY WASHINGTON and PEOLA
WARREN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER,

Defendant.

CASE NO. CV-22-965312

NOTICE OF FILING NOTICE OF REMOVAL

**TO THE CLERK OF COURT AND TO PLAINTIFF PAUL KUSHNER AND HIS
ATTORNEY OF RECORD:**

NOTICE IS HEREBY GIVEN that Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper, has removed the above-captioned case pursuant to the Notice of Removal filed in the United States District Court for the Northern District of Ohio, on August 5, 2022 (Exhibit A attached hereto). Pursuant to 28 U.S.C. § 1446(d), “the State court shall proceed no further unless and until the case is remanded.”

DATED: August 5, 2022

Respectfully submitted,

/s/ K. Issac deVyver

K. Issac deVyver

Ohio Bar No. 72633

MCGUIREWOODS LLP

Tower Two-Sixty

260 Forbes Avenue, Suite 1800

Pittsburgh, PA 15222-3142

Telephone: (412) 667-7988

Email: kdevyver@mcguirewoods.com

Counsel for Defendant

Nationstar Mortgage LLC d/b/a Mr. Cooper

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2022, I electronically filed the foregoing document entitled **NOTICE OF FILING NOTICE OF REMOVAL** with the Clerk of the Court for the Common Pleas Court of Cuyahoga County, Ohio using the CM/ECF system and served a copy of same upon all counsel of record via the Court's electronic filing system.

Brian Ruschel, Esq.
1701 E 12 St. Apt 23B
Cleveland, Ohio 44114
bruschel@aol.com

Attorney for Plaintiff Paul Kushner

By: /s/ K. Issac deVyver
K. Issac deVyver

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

MARY WASHINGTON and PEOLA WARREN, individually and on behalf of all other similarly situated

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

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

Brian Ruschel, Esq., 1701 E 12 St. Apt 23B, Cleveland, Ohio 44114, (216) 621-3370bruschel@aol.com

DEFENDANTS

NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER

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

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

Attorneys (If Known)

K. Issac deVyver, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Ave., Ste. 1800, Pittsburgh, Pennsylvania 15222, (412) 667-6000, kdevyver@mcguirewoods.com

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

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, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332, 1453, and 1711-1715

Brief description of cause: Plaintiffs seek relief on behalf of themselves and a putative class alleging contractual and common law claims

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 8/5/2022 SIGNATURE OF ATTORNEY OF RECORD /s/ K. Issac deVyver

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. [X] General Civil
2. [] Administrative Review/Social Security
3. [] Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. RELATED OR REFILED CASES See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: [] is RELATED to another PENDING civil case [] is a REFILED case [] was PREVIOUSLY REMANDED

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) Resident defendant. If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) Non-Resident defendant. If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY: Cuyahoga County, Ohio

(3) Other Cases. If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- [] AKRON (Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
[X] CLEVELAND (Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
[] YOUNGSTOWN (Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- [] TOLEDO (Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mr. Cooper Charged Unlawful Fees for Releasing Mortgages, Class Action Alleges](#)
