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18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 FEDERAL TRADE COMMISSION,

21 Plaintiff,

22 v.

23 AMERICAN HOME SERVICING  
24 CENTER, LLC,

25 CAPITAL HOME ADVOCACY  
26 CENTER,

27 NATIONAL ADVOCACY CENTER,  
28 LLC,

JAIME ABURTO, a/k/a James Aburto,  
and Jamie Aburto, individually, as an  
officer of American Home Servicing  
Center, LLC and National Advocacy

Case No. SACV18-00597 JLS (KESx)

**SUPPLEMENTAL APPENDIX**

**PLAINTIFF'S SUPPLEMENTAL  
EXHIBITS FILED IN SUPPORT  
OF MOTION FOR TEMPORARY  
RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION**

Center, LLC, and d/b/a A.H.S.C.,  
American Home Servicing Center,  
Local Page, NAC, National Servicing  
Center, NSC Processing, and Secured  
Processing,

MARCUS FIERRO, JR., individually,  
as a member of American Home  
Servicing Center, LLC and National  
Advocacy Center, LLC, and d/b/a  
A.H.S.C. and American Home  
Servicing Center,

EVE CHRISTINE RODRIGUEZ, a/k/a  
Elizabeth Davis, Elizabeth Powers,  
Christina Rodriguez, Christine  
Rodriguez, and Elizabeth Rodriguez,  
individually, as a manager of American  
Home Servicing Center, LLC, a  
member of Capital Home Advocacy  
Center, and d/b/a National Advocacy  
Group,

and SERGIO LORENZO  
RODRIGUEZ, a/k/a Sergio Lawrence,  
individually, as a manager of American  
Home Servicing Center, LLC, a  
member of Capital Home Advocacy  
Center, and d/b/a National Advocacy  
Group,

Defendants.

**Supplemental Appendix**

<b><u>EXHIBIT NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>PAGES</u></b>
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PX 34	Declaration of Krista Freitag	1508 – 1510

PX 30



**DECLARATION OF CARLA PENNANT  
PURSUANT TO 28 U.S.C. § 1746**

I, CARLA PENNANT, DECLARE AS FOLLOWS:

1. My name is Carla Pennant and I live in Lithonia, Georgia. I am over 18 years old. Except where otherwise stated, I have personal knowledge of the facts below. If called to testify, I could and would competently testify to such facts.

2. On or around August 21, 2017, I was researching online for companies that would be able to help me reduce my mortgage. I came across a company called Capital Home Advocacy Company ("CHAC" or "the company") and decided to put in my information into their website. That same day, I received a call from a representative from CHAC who I believe was named Gabriela. My mortgage was, and continues to be, through Seterus, and although I was not facing foreclosure at the time, I was behind on my payments. I explained my situation to Gabriela and she guaranteed me that CHAC would be able to help me.

3. Gabriela gave me the strong impression that CHAC had my best interests at heart. She said that CHAC would work directly with Seterus to help me and I was under the impression that CHAC would take over the servicing of my mortgage. Gabriela implied that CHAC was affiliated with financial institutions and she promised me that CHAC would be able to get me a modification. Gabriela told me that it took around 3 months to get into the program that CHAC was offering. It all seemed legitimate to me and I told Gabriela that I was interested in moving forward with the process.

4. Another individual from CHAC who I believe was named Elizabeth Powers got in touch with me and she told me that in order to get a modification, I would first have to pay CHAC \$2,455. She said that I could break this up into three monthly payments of \$818.33, and that for the first monthly payment I could even break that up into two payments of \$600 and \$218.33. She said that I could

1 either pay using a Google Wallet or by making a direct deposit with Bank of  
2 America. Both Gabriela and Elizabeth told me that it was very important that I did  
3 not contact my lender while working with CHAC as CHAC would be taking care  
4 of everything. Elizabeth told me that, after the phone call, someone would be  
5 emailing me some documents that would provide more details.

6 5. On August 21, 2017, I received an email with multiple attachments  
7 from an individual at CHAC named Gabriela Soria. In the email, CHAC claims to  
8 “have a 98.9% approval rate with most Lenders” and that they will bring my  
9 account current. The email requested that I fill out and return the attached  
10 documents as well in addition to other documents such as my tax returns, utility  
11 bill, and bank statements. A true and correct copy of the email and its original  
12 attachments, with some personal information redacted, is appended as **Attachment**  
13 **A**.

14 6. I filled out and submitted the documents back to CHAC. I did not  
15 submit all the documents at once, as I did not have all the required documents  
16 gathered. On September 1, 2017, I sent CHAC my bank statements as they had  
17 requested. Later that same day, I received an email from Gabriela letting me know  
18 that she had received some of my documents and that someone should be  
19 contacting me in the near future. A true and correct copy of the email chain, with  
20 some personal information redacted, is appended as **Attachment B**.

21 7. On September 15, 2017, I received an email from Gabriela letting me  
22 know that she had left me a voicemail and that she had received my documents via  
23 email. In the email, Gabriela asks about my upcoming payments. She states “... I  
24 wanted to follow up with you regarding your payment scheduled for 9/19/17 will  
25 you be making your payment in order for us to start submitting to your lender?”  
26 That same day, September 15, I responded to Gabriela by email letting her know  
27 that I received her phone message and that I should be able to make the first  
28

1 required payment sometime in the next week. Later that day, Gabriela wrote back  
2 letting me know that she would follow up with me the next week. A true and  
3 correct copy of the email, with some personal information redacted, is appended as  
4 **Attachment C.**

5 8. I indicated to Gabriela that I was still interested in using CHAC's  
6 services and that I intended to make the first payment soon. On September 19,  
7 2017, I received an email with several attachments from an individual named  
8 Sergio Lawrence with the subject line "New agreement please sign and date and  
9 send back | and complete initil [sic] payment." In the email, Sergio states that "our  
10 entire team at Capital Home Advocacy Center would like to thank you for giving  
11 us the opportunity to service your mortgage needs." The email detailed four  
12 different ways that I could make a payment to CHAC. The first option was using  
13 Google Wallet payment, second was a direct deposit at Bank of America, third was  
14 a wire transfer to Bank of America, and fourth was an overnight Cashier's check  
15 made payable to Capital Home Advocacy Center. A true and correct copy of the  
16 email and the original attachments, with some personal information redacted, is  
17 appended as **Attachment D.**

18 9. I made the first payment of \$818.33 by doing a direct deposit at Bank  
19 of America on or around early October. I was led to believe that this money would  
20 be going towards my mortgage. Sometime during the first week in October, I  
21 received a notice from Seterus letting me know that I was still behind on my  
22 payments. This was surprising to me, as I had already paid CHAC at this point and  
23 CHAC had assured me that they would be taking care of everything. I called  
24 Seterus to ask if they had received anything from CHAC and I was informed that  
25 not only had Seterus *not* received anything, they had *never* even heard of CHAC. I  
26 gave the Seterus representative with whom I was speaking the number for CHAC  
27 and they tried calling CHAC but no one picked up.  
28

1           10. After my phone call ended with Seterus, I tried calling CHAC myself  
2 and was able to reach someone who I believe was named Gloria. I asked Gloria  
3 what was going on as Seterus claimed they hadn't heard anything from CHAC.  
4 Gloria told me that I should not be contacting Seterus and that CHAC would be  
5 taking care of everything. I was then transferred to another individual who I  
6 believe was named Elizabeth who reiterated that I should not contact Seterus and  
7 that I had nothing to worry about as CHAC would take care of everything.

8           11. My concerns were not entirely alleviated after the phone call with  
9 CHAC, and I began to do some research online about mortgage modification fraud.  
10 I read that it was illegal to charge upfront fees, and that a common tactic of  
11 mortgage scams is that they tell you not to contact your lender. I noticed that a lot  
12 of the red flags of mortgage scams matched my experience with CHAC and I  
13 began to worry that CHAC did not have my best interests at heart after all.

14           12. On October 10, 2017, I emailed Gabriela letting her know that I would  
15 not be continuing with the modification process through CHAC, and that I had  
16 started working directly with Seterus. I told Gabriela that I would like a refund of  
17 the \$818 I had already made to CHAC. On October 11, 2017, Gabriela emailed  
18 me letting me know that she had forwarded my message to her controller and  
19 compliance manager named Elizabeth Powers. Gabriela wrote that she was not  
20 authorized to approve refunds and that Elizabeth Powers would be contacting me.  
21 A true and correct copy of the email chain, with some personal information  
22 redacted, is appended as **Attachment E**.

23           13. After not hearing from Elizabeth Powers, I called CHAC but was not  
24 able to reach anyone. I kept calling them trying to get a hold of someone. For the  
25 next few days, I kept calling them every day trying to get a hold of someone.  
26 Eventually, I was able to reach Elizabeth. I reiterated my request for a refund and  
27 stated that I was no longer interested in working with CHAC. Elizabeth told me  
28

1 that since I had signed the paperwork, I was not eligible for a refund. I began to  
2 plead with her for a refund, as I could not afford to lose that amount of money.  
3 Elizabeth insisted there was nothing she could do because I had already signed the  
4 paperwork. I told Elizabeth that I would file a complaint with the Better Business  
5 Bureau unless she refunded my money. This seemed to get her attention, and  
6 Elizabeth agreed to give me a partial refund of around \$532 because she said that I  
7 was being cooperative.

8 14. I received the partial refund check around the end of October or early  
9 November. Sometime in October, I filed a complaint with the Consumer Financial  
10 Protection Bureau. I wanted to warn others about this company so that they do not  
11 make the same mistakes that I did. I was fortunate that I was able to get a  
12 modification directly through Seterus, but CHAC still has some of my money in  
13 addition to all my personal information such as my tax returns and pay stubs and I  
14 am very worried about what they might do with this data.

15  
16 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS  
17 TRUE AND CORRECT.

18 SIGNED THIS 8 DAY OF APRIL, 2018.

19  
20   
21 CARLA PENNANT  
22  
23  
24  
25  
26  
27  
28

# Attachment A

**Subject:** Fw: Home Loan Modification Process  
**Attachments:** Pennat-+CHAC+-+3rd+Party+Authorization.pdf; Pennant-Financial+Worksheet-(1).pdf; pennant-Hardship+Form (1).pdf; Waiver.pdf; Dodd-Frank Certification Form-attachment2.pdf; 4506T2017-attachment1 Tax Return.pdf

----- Forwarded Message -----

**From:** Gabriela Soria <[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)>

**To:** [REDACTED]

**Sent:** Monday, August 21, 2017, 3:27:29 PM EDT

**Subject:** Home Loan Modification Process

To: Carla Pennant

It was a pleasure speaking with you today, Thank you for choosing **Capital Home Advocacy Center**

We are excited to start your Loan Restructure, we most definitely want to gain your trust and address all of your concerns. First and foremost our goal is **“To Place You In The Best Financial Position with your Lender”** The **“Traditional Home Loan Modification”** is specifically designed to give homeowners the help they need to get a *fresh start* with their mortgage. Our process normally can take anywhere from **30 to 90 days**.

We take every case very personal, we understand it is your home and we exhaust every avenue at our disposal to obtain a fresh start for our clients. **We have 98.9% approval rate with most Lenders**, Our Discovery Assessment department reviews your file first, your lender is called and we assure ourselves we are able to render you a positive outcome before accepting your file.

*Once your file is submitted to your lender, any negative action against your property will cease. Including auction of your property.*

You will be assigned a processor to work on your file; Our processing team will keep you abreast of any actions taken on your case throughout this process.

Benefits you will receive:

**YOUR LOAN WILL BE REINSTATED**

- We will negotiate your delinquent balance (to **reduce, or forgive all junk fees accumulated by your default**)
- We will negotiate your existent loan terms to better suit your present financial situation ( **reduce interest rate, reduced monthly payment** )
- If your property is underwater (balance is more than the property value) if you qualify for a Principal Balance Reduction, we will negotiate in your behalf
- We will bring your account current

To get a head start here's a List of the Documents we are going to need to move forward | Please complete documents along with the Attached PDF files above to: **fax: (949)202-1397 attn: Gabriela Soria**

Once we received them we will review with processing department to see if were able to accept your case for assistance.

1. Mortgage statement
2. Utility bill in your name (owners name )
3. Proof of income (Pay stubs – Award letters etc. Proof of disability Application and or Additional Income including family)
4. 2015 & 2016 Tax Returns
5. 2 months of bank statements (include all pages front & back)
6. Financial work sheet form (attached )
7. Hardship form (attached)
8. Third Party Borrower's Authorization (attached)
9. Dodd Frank Certification (attached)
10. 4506-T (attached)
11. Waiver (attached)



Our main Goal is **“To Place You in the Best Financial Position with your Lender”**

If you have any question please don't hesitate to call my office

**Best Regards,**

**Gabriela Soria**

**Customer Service Dept.**

Office/e-Fax: 949-202-1397



**Capital Home Advocacy Center**

1809 Dyer Rd. Suite #301

Santa Ana, CA 92705

Hours of Operation 6:00am to 7:00pm Pacific standard time

[www.capitalhomeadvocacycenter.org](http://www.capitalhomeadvocacycenter.org)



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**Form 4506-T**  
(Rev. September 2015)  
Department of the Treasury  
Internal Revenue Service

# Request for Transcript of Tax Return

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

OMB No. 1545-1872

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

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

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

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

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

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

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

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

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

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

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

	/	/		/	/		/	/		/	/
--	---	---	--	---	---	--	---	---	--	---	---

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

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

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

Phone number of taxpayer on line 1a or 2a

**Sign Here**

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



## HELP FOR AMERICA'S HOMEOWNERS



### ***Dodd-Frank Certification***

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

▶ _____	_____	_____	_____
Borrower Signature	Social Security Number	Date of Birth	Date
▶ _____	_____	_____	_____
Co-Borrower Signature	Social Security Number	Date of Birth	Date

## Information and Financial Worksheet

Borrower Name: Carla Pennant				Co-Borrower Name:			
Social Security #:		DOB:		Social Security #:		DOB:	
Home Phone:		Work Phone:		Cell Phone:			
Property Address:				City:		State:	
Mailing Address:				City:		State:	
<b>1st Mortgage Details (Loan # )</b>				<b>2nd Mortgage Details (Loan # )</b>			
Lender				Lender			
Type:		Adjust Date:		Type:		Adjust Date:	
Mo. Pmnt:		Bal. Owed:		Mo. Pmnt:		Bal. Owed:	
Current Int. Rate:		undefined%		Current Int. Rate:		undefined%	
<b>Employment and Income Information</b>							
	Borrower			Co-Borrower			
Employer							
Position							
Time Employed	Years	Months		Years	Months		
Gross Pay							
Net Pay	Frequency:	Paid/Month:		Frequency:	Paid/Month:		
Commission/Bonus	Frequency:	Paid/Month:		Frequency:	Paid/Month:		
Other Combined Monthly Income	Interest/Div.	Alimony	Disability	Pension/Ret.	Rental Prop.	Other	
<b>Monthly Expenses and Other Financial Information</b>							
<b>Monthly Expenses</b>				<b>Assets</b>			
1st Loan Mo. Payment		2nd Loan Mo. Payment		Cash On Hand			
Electric/Gas		Property Taxes		<b>Worksheet Notes</b>			
Phone (Home & Cell)		Homeowner's Insurance					
Cable/Internet		Association Fees					
Water/Sewer		Food/Household					
Auto 1		Health Insurance					
Auto 2		Medical Bills					
Auto Insurance		Child Care					
Gasoline		Alimony					
Dues/Memberships		Addl. Prop. Mtg. Payments					
Revolving Debt		Addl. Prop. Total Impounds					
		Other Expenses					
<b>Combined Monthly Net Income</b>		<b>Total Combined Monthly Expenses</b>		<b>Total Combined Monthly Difference</b>			

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

# Hardship Letter

Please tell us in detail why you are experiencing financial difficulties.

☐ Income reduction

☐ Unemployed☐ Self-employed

☐ Divorce

☐ Medical\*☐ OtherThis image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Co-Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\* For the protection of your privacy, when indicating medical hardship, please provide general information about the illness only. For example, rather than stating "Terminal cancer", it will suffice to state "long-term illness".

### THIRD PARTY AUTHORIZATON

Seterus

Mortgage Lender/Loan Servicer

Loan Number

I/We Carla Pennant ; \_\_\_\_\_ (individually and collectively, "Borrower(s))" hereby authorize the above mortgage lender or loan servicer and its successors and/or assigns (individually and collectively, "Servicer") the following third party to obtain, share, release, discuss, negotiate, and otherwise provide to and with each other public and non public personal information contained in or related to the mortgage loan of the Borrower and relating to the property address listed below:

BORROWERS NAME:	Carla Pennant
SOCIAL SECURITY NUMBER:	
PROPERTY ADDRESS:	
AUTHORIZED COMPANY:	Capital Home Advocacy Center 1809 E. Dyer Road # 301 Santa Ana CA 92705 Phone: 888-238-3303
AUTHORIZED REPRESENTATIVES:	Luz, Alvarez, Stephanie Blanchard, Kim Loza, Mandy Taylor, Cher Allen, Sergio Lawrence, Elizabeth Powers and all agents of Capital Home Advocacy Center

This authorization to release information shall include, but is not limited to, the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances and payoff statements, escrow analysis, payment and repayment plans, copies of loan origination documents, loan, escrow and payment history, loan modification information and documents, foreclosure and/or bankruptcy information and documents, loss mitigation program eligibility and payment activity of the Borrower.

This Third-Party Authorization is valid when assigned by borrower named on the mortgage and effective until the servicers receives a written revocation signed by the borrower or third party authorized company.

I/We hereby agree and authorize with the terms of this Third Party Authorization:

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Borrower

\_\_\_\_\_  
Date

**WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in Loan Restructure Preparation request, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Capital Home Advocacy Center, located at 1809 East Dyer Road # 301, Santa Ana, California 92705, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH LOAN RESTRUCTURE REQUEST AND I FULLY UNDERSTAND CAPITAL HOME IS PREPARING MY DOCUMENTS IN MY REQUEST TO RESTRUCTURE MY LOAN WITH MY LENDER. I FURTHER UNDERSTAND CAPITAL HOME WORKS ALONGSIDE MY LENDER AND ABIDES WITH ALL OF MY LENDER GUIDELINES. I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM THAT MAY ARISE AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Capital Home Advocacy Center against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Capital Home Advocacy Center incurs any of these types of expenses, I agree to reimburse Capital Home Advocacy Center.

I acknowledge that Capital Home Advocacy Center and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Capital Home Advocacy Center.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Capital Home Advocacy Center AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR**

I further agree to cooperate with any documentation asked of me in relation to my request for Loan Restructure. Capital Home can and will hold me non-compliant and will close my file.

**WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Capital Home Advocacy Center FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Capital Home Advocacy Center, its agents, and employees.

**I FURTHER UNDERSTAND CAPITAL HOME ADVOCACY CENTER WILL USE THEIR KNOWLEDGE, EXPERIENCE, EXPERTISE, AND EXHAUST ALL OPTIONS AVAILBALE TO RENDER A POSITIVE OUTCOME IN MY BEHALF. IF BY THEIR NEGLIGENCE I DO NOT RECEIVE A LOAN RESTRUCTURE I WILL BE ELIGIBLE FOR REFUND.**

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and its officers\_, and Capital Home Advocacy Center agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's Name:**

---

**Participant's Address:**

---

---

**Signature:**

---

**Date:**

---

# Attachment B

----- Forwarded Message -----

**From:** Gabriela Soria <gsoria@capitalhome.org>  
**To:** 'Carla Pennant' <[REDACTED]>  
**Sent:** Friday, September 1, 2017, 7:29:41 PM EDT  
**Subject:** RE: Home Loan Modification Process

Received thank you very much! You will hear from someone on Tuesday.

Have a nice labor day weekend

**Best Regards,**

**Gabriela Soria**

Customer Service Dept.

Office/e-Fax: 949-202-1397



**Capital Home Advocacy Center**

1809 Dyer Rd. Suite #301

Santa Ana, CA 92705

Hours of Operation 6:00am to 7:00pm Pacific standard time

[www. capitalhomeadvocacycenter.org](http://www.capitalhomeadvocacycenter.org)



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---

**From:** Carla Pennant [mailto:[REDACTED]]  
**Sent:** Friday, September 01, 2017 4:28 PM  
**To:** Gabriela Soria  
**Subject:** Re: Home Loan Modification Process

Here are my attached bank statements.

Thanks,

Carla

---

**From:** Gabriela Soria <[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)>  
**To:** [REDACTED]  
**Sent:** Monday, August 21, 2017 3:27 PM  
**Subject:** Home Loan Modification Process

To: Carla Pennant

It was a pleasure speaking with you today, Thank you for choosing **Capital Home Advocacy Center**

We are excited to start your Loan Restructure, we most definitely want to gain your trust and address all of your concerns. First and foremost our goal is **“To Place You In The Best Financial Position with your Lender”** The **“Traditional Home Loan Modification”** is specifically designed to give homeowners the help they need to get a *fresh start* with their mortgage. Our process normally can take anywhere from **30 to 90 days**.

We take every case very personal, we understand it is your home and we exhaust every avenue at our disposal to obtain a fresh start for our clients. **We have 98.9% approval rate with most Lenders**, Our Discovery Assessment department reviews your file first, your lender is called and we assure ourselves we are able to render you a positive outcome before accepting your file.

*Once your file is submitted to your lender, any negative action against your property will cease. Including auction of your property.*

You will be assigned a processor to work on your file; Our processing team will keep you abreast of any actions taken on your case throughout this process.

Benefits you will receive:

### **YOUR LOAN WILL BE REINSTATED**

- We will negotiate your delinquent balance (to **reduce, or forgive all junk fees accumulated by your default**)
- We will negotiate your existent loan terms to better suit your present financial situation ( **reduce interest rate, reduced monthly payment** )
- If your property is underwater (balance is more than the property value) if you qualify for a Principal Balance Reduction, we will negotiate in your behalf
- **We will bring your account current**

To get a head start here's a List of the Documents we are going to need to move forward | Please complete documents along with the Attached PDF files above to: **fax: (949)202-1397 attn: Gabriela Soria**

**Once we received them we will review with processing department to see if were able to accept your case for assistance.**

**1. Mortgage statement**

**2. Utility bill in your name (owners name )**

**3. Proof of income (Pay stubs – Award letters etc. Proof of disability Application and or Additional Income including family)**

4. **2015 & 2016 Tax Returns**
5. **2 months of bank statements (include all pages front & back)**
6. **Financial work sheet form (attached )**
7. **Hardship form (attached)**
8. **Third Party Borrower's Authorization (attached)**
9. **Dodd Frank Certification (attached)**
10. **4506-T (attached)**
11. **Waiver (attached)**

Our main Goal is **“To Place You in the Best Financial Position with your Lender”**

If you have any question please don't hesitate to call my office

**Best Regards,**

**Gabriela Soria**

Customer Service Dept.

Office/e-Fax: 949-202-1397



**Capital Home Advocacy Center**

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# Attachment C



On Friday, September 15, 2017, 5:45:20 PM EDT, Gabriela Soria <[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)> wrote:

Ok great, I will follow up with you next week.

**Best Regards,**

**Gabriela Soria**

**Customer Service Dept.**

**Office/e-Fax: 949-202-1397**



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**From:** Carla Pennant [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Friday, September 15, 2017 1:34 PM  
**To:** Gabriela Soria  
**Subject:** Re: Modification

Hi, I got your phone message. I should be able to make the payment next week, I hope so.

Carla

[Sent from \[REDACTED\]](#)

On Fri, Sep 15, 2017 at 1:08 PM, Gabriela Soria

[<gsoria@capitalhome.org>](mailto:gsoria@capitalhome.org) wrote:

Hello Carla,

I left you a message I did received your documents via email, I wanted to follow up with you regarding your payment scheduled for 9/19/17 will you be making your payment in order for us to start submitting to your lender?

**Best Regards,**

**Gabriela Soria**

**Customer Service Dept.**

**Office/e-Fax: 949-202-1397**



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# Attachment D

**Subject:** Fw: New agreement please sign and date and send back | and complete initil payment  
**Attachments:** -RMA+ONLY- (1)Carla Pennant.pdf; -CHAC-Client+Disclosure Carla Pennant.pdf;  
--CHAC--+Service+Agreement+Only Carla Pennant 9-19-2017.pdf;  
--CHAC--+Schedule+of+Payments (1) Carla Pennant 9-19-2017.pdf

----- Forwarded Message -----

**From:** Sergio Lawrence <[slawrence@capitalhome.org](mailto:slawrence@capitalhome.org)>

**To:** "[REDACTED]" <[REDACTED]>

**Cc:** "[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)" <[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)>

**Sent:** Tuesday, September 19, 2017, 7:37:57 PM EDT

**Subject:** New agreement please sign and date and send back | and complete initil payment

To: Carla Pennant

Property: [REDACTED]

Lender: Seterus

CONGRATULATIONS! AND WELCOME, our staff is ready and eager to work with you towards a fresh start with your mortgage. **Our Goal is to Place you in the Best Financial Position with Your Lender.** Our entire team at Capital Home Advocacy Center would like to thank you for giving us the opportunity to service your mortgage needs.

Our goal is to make this as simple and stress free as we can for you. We are confident that you will receive the finest professional help available.

In order to provide you with the best possible customer service, we will need your full cooperation and accessibility to all of our requests in a timely manner to avoid any delays in our process.

Once the Initial payment has been completed the process begins, Moving forward with the Modification Process payment process.

You will be receiving a call from your assigned processor during the first few weeks, please be ready to take her contact information as she will be your point of contact from that day forward. They will be keeping you abreast of all activity in your case. However, if at any time you are not able to reach her, I will always be available to assist you.

**Information to complete the first initial payments \$600 due 9-21<sup>st</sup> | then \$218.33 9-29<sup>th</sup>**

**( Payment option 1 )**

**Google Wallet Payment set up an account:**

using a home computer: [khttps://youtu.be/whnlxUiQJ60](https://youtu.be/whnlxUiQJ60)

using your cell phone: <https://youtu.be/l0rJ-hT3twQ>

How to send money with Google wallet: <https://youtu.be/iXLNvISJypQ>

**Capital Home Advocacy Center**

**(Payment option 2. )**

**Information to make a Direct deposit:**

**Bank of America**

**Capital Home Advocacy Center**

**Account# 325069731710 | Routing# 121000358**

**( Payment option 3.)**

**Capital Home Advocacy Center**

**Information to make a Wire transfer:**

**Bank of America**

**Capital Home Advocacy Center**

**Account# 325069731710 | Routing# 026009593**

**( Payment option 4.)**

**Overnight Cashier's check to Make payable to :**

**Capital Home Advocacy Center**

**1809 E Dyer Rd. suite 301**

**Santa Ana, CA 92705**

Congratulations again we are looking forward to bringing you a positive outcome.

If you have any questions or concerns please don't hesitate to contact my office 949-346-2980

**Best Regards,**

**Sergio Lawrence  
Compliance Manager**

#1758

**Contact: 949.346.2980 Fax: 657.888.9063**



**CAPITAL HOME ADVOCACY CENTER**

## **Capital Home Advocacy Center**

[www.capitalhomeadvocacycenter.org](http://www.capitalhomeadvocacycenter.org)

1809 Dyer Rd. Suite #301

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1809 East Dyer Road Suite # 301  
Santa Ana CA 92705  
Toll Free (888) 238-3303  
Email: info@capitalhome.org  
Website: CapitalHomeAdvocacyCenter.org

## SCHEDULE OF PAYMENTS

**Carla Pennant**

Borrower's Name

Co-Borrower's Name

Borrower's SSN

Co-Borrower's SSN

Home Phone Number

Cell Phone

Other Phone Number

Subject Property Address

, GA 30038

Case Manager

Case Number

The following is a payment schedule for document preparation and negotiation service to be performed. It is agreed to and acknowledge that the client(s) will provide a deposit for a final closing cost of a listed amount for the reduction of a fixed interest rate, modified past due amount and/or PRA.

<b>TOTAL CONTRACT FEE AMOUNT:</b>	<b>\$2455</b>
-----------------------------------	---------------

The cost of the program is \$ less a supplemental credit of \$ your final processing fees are \$ plus the convenience fees for your payment options. This final closing amount will change if the total amount due is not paid in full by the date agreed on. All fees are standard for Fannie Mac and Freddie Mac Government Modifications.

**PAYMENTS:**

PAYMENT DATE	PAYMENT AMOUNT	FORM OF PAYMENT	INITIAL
	\$		
	\$		
	\$		

The above is an agreed upon amount and scheduled for payments due under the Agreement with Capital Home Advocacy Center. It si acknowledge that the above balance needs to be PAID IN FULL upon notification that the pertinent service have bee completed. In the event of a declined payement or missed payment, ALL WORK WILL BE STOPPED until paid directly to account with a cashiers check, money order or cash. Please make all payments payable to Capital Home Advocacy Center.

Borrower Signature

Date

Co Borrower Signature

Date



1809 East Dyer Road Suite # 301  
Santa Ana CA 92705  
Toll Free (888) 238-3303  
Email: info@capitalhome.org  
Website: CapitalHomeAdvocacyCenter.org

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into on \_\_\_\_\_, (“Effective Date”) by and between Capital Home Advocacy Group (“Company”) and Carla Pennant (“Client”) for the performance of certain professional services relative to the subject property located at § [REDACTED] (“Property”), which involves Seterus as the lender or loan servicer (“Lender”). Company and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Company advocates for homeowners and prepares documentation in support of home loan relief and mortgage foreclosure prevention and Company has no connection to any government program or agency. Client desires to retain the services of Company even though the same or similar services may be able to be obtained at no charge from an approved government housing counseling agency or by contacting Lender directly, and Company desires to perform the services described in this Agreement for Client. In consideration of the following mutual promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Capital Home Advocacy Center hereby agrees to provide document preparation products for Client(s). Capital Home Advocacy Center will utilize its resources, industry experience, and contacts to compose a comprehensive financial application. The application package will be based on the documentation provided by the Client(s). This documentation provided by you will include the following financial information; mortgage, personal, and all other “necessary” applicable items. This documentation is needed to compose the application in a complete and professional manner. By signing below the Client(s) understand(s), acknowledge(s), and agree(s) that Capital Home Advocacy Center does not guarantee results in conjunction with this document preparation services.

Client(s) will pay a fee of \$ \_\_\_\_\_ to Capital Home Advocacy Center in exchange for its documentation preparation products. This fee is due after the file has been reviewed by staff and, or, management for approval eligibility. Upon receiving payment, the requested documentation and signed application, Capital Home Advocacy Center will begin the preparation of the file. In the event the lender declines your document submission for a modification, forbearance, trial into modification or repayment plan, injunction with the document preparation, you will receive a refund. This refund may be in full or in part depending on the distinct characteristics of the specific situation. Client(s) is(are) responsible for full payment to Capital Home Advocacy Center if your lender accepts the prepared documents and the review process is initiated by your lender for modification, forbearance, trial into modification or repayment plan. If Client(s) decline(s) offer no refund is deserved or forth coming.

Client(s) agrees to cooperate with Capital Home Advocacy Center with regard to providing information, documents and any other information needed by Capital Home Advocacy Center to perform the products set forth in this agreement. This information includes but is not limited to: copy of valid driver’s license, the most current versions of pay roll stubs, tax returns, bank statements, retirement accounts, mortgage statements, mortgage notes, property tax bill, homeowners insurance, household bills, original loan application, mortgage note and HUD-1 document.

Client(s) acknowledge(s) and agree(s) that the fee is considered earned by Capital Home Advocacy Center upon the completion of the prepared documentation. This fee is not contingent upon any results for any process initiated by the Client(s) to their prospective lender(s).

The obligation of Capital Home Advocacy Center to perform "services" for Client(s) is conditioned on the performance by Client(s) of providing complete and truthful information in a timely manner. If the Client(s) fails to perform, then Capital Home Advocacy Center will have no further obligation whatsoever. The parties agree that any damages claimed by either party are limited to the amount of the Client(s)'s fee in all cases.

This contract contains the entire agreement between Capital Home Advocacy Center and Client(s) concerning the rights granted and the obligations assumed in this contract. Client(s) may cancel or rescind this contract without penalty or obligation within three (3) business days from the original executions date of this contact.

**DISCLOSURE:** Your lender's normal collection proceedings will continue through the document preparation process. Capital Home Advocacy Center advises all Clients that all payments should be made in accordance with their lender's instructions.

**TERMS:** I have read, reviewed and agree to the terms and conditions of this agreement. I understand and am aware of the parameters, requirements and conditions set forth by this agreement.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Borrower Signature

\_\_\_\_\_  
Date



### Client Cooperation Disclosure

To: Carla Pennant

It is the desire of Capital Home Advocacy Center (CHAC) to assist each Client with document preparation service. However, CHAC is unable to assist you without your full cooperation. The following documents are required to be sent to CHAC within the next **48 hours**.

1. Service Agreement
2. 3<sup>rd</sup> Party Authorization Form
3. Financial Worksheet
4. Hardship Letter
5. Most current 30 day paystub
6. Most current bank statement
7. 2015 Tax return with all schedules
8. 4506 T form
9. Utility bill
10. Mortgage Statement

Please be advised that if we do not receive the documents listed above, your file will be placed on HOLD status.

Per the service agreement signed. CHAC will not be held liable for your non compliance. If you have a sale date on your property, CHAC will not be able to procure a postponement of the sale of your home and your house will be at risk of being sold at auction.

*“Client(s) agrees to cooperate with Capital Home Advocacy Center with regard to providing information, documents and any other information needed by Capital Home Advocacy Center to perform the products set forth in this agreement.”*

Your cooperation is essential in this process. Thank you in advance for your cooperation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about **all** of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. **Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.**

**When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.**

## SECTION 1: BORROWER INFORMATION

### BORROWER

BORROWER'S NAME <b>Carla Pennant</b>	
SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH (MM/DD/YY) [REDACTED]
HOME PHONE NUMBER WITH AREA CODE [REDACTED]	
CELL OR WORK NUMBER WITH AREA CODE [REDACTED]	
MAILING ADDRESS [REDACTED]	
EMAIL ADDRESS [REDACTED]	

### CO-BORROWER

CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YY)
HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")	
EMAIL ADDRESS	

Has any borrower filed for bankruptcy? ☐ Chapter 7 ☐ Chapter 13

Filing Date: \_\_\_\_\_ Bankruptcy case number: \_\_\_\_\_

Has your bankruptcy been discharged? ☐ Yes ☐ No

Is any borrower a servicemember? ☐ Yes ☐ No

Have you recently been deployed away from your principal residence or recently received a permanent change of station order? ☐ Yes ☐ No

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? \_\_\_\_\_

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No If "Yes", how many? \_\_\_\_\_

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☐ Yes ☐ No

## SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.

I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	Other: _____

Explanation (continue on a separate sheet of paper if necessary):

# Attachment E

----- Forwarded Message -----

**From:** Gabriela Soria <gsoria@capitalhome.org>

**To:** 'Carla Pennant' <[REDACTED]>

**Sent:** Wednesday, October 11, 2017, 12:05:05 PM EDT

**Subject:** RE: RE: Modification

Carla, I have forwarded your message to compliance manager and my controller Elizabeth Powers , I am not authorized to approve refunds. They will be contacting you.

**Best Regards,**

**Gabriela Soria**

Customer Service Dept.

Office/e-Fax: 949-202-1397



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[www. capitalhomeadvocacycenter.com](http://www.capitalhomeadvocacycenter.com)



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---

**From:** Carla Pennant [mailto: [REDACTED]]  
**Sent:** Tuesday, October 10, 2017 3:36 PM  
**To:** Gabriela Soria  
**Subject:** Re: RE: Modification

Hello,

This is Carla. I want to inform you that I won't be able to continue with this modification process. I am now working with one that is free and I can't afford to continue with Capital Home. I know I already made September payments and would like a refund of the \$818.

Thanks

On Friday, September 15, 2017, 5:45:20 PM EDT, Gabriela Soria <[gsoria@capitalhome.org](mailto:gsoria@capitalhome.org)> wrote:

Ok great, I will follow up with you next week.

**Best Regards,**

**Gabriela Soria**

**Customer Service Dept.**

**Office/e-Fax: 949-202-1397**





## Capital Home Advocacy Center

1809 Dyer Rd. Suite #301

Santa Ana, CA 92705

Hours of Operation 6:00am to 7:00pm Pacific standard time

[www.capitalhomeadvocacycenter.org](http://www.capitalhomeadvocacycenter.org)



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**From:** Carla Pennant [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Friday, September 15, 2017 1:34 PM  
**To:** Gabriela Soria  
**Subject:** Re: Modification

Hi, I got your phone message. I should be able to make the payment next week, I hope so.

Carla

[Sent from](#) [REDACTED]

On Fri, Sep 15, 2017 at 1:08 PM, Gabriela Soria

[<gsoria@capitalhome.org>](mailto:gsoria@capitalhome.org) wrote:

Hello Carla,

I left you a message I did received your documents via email, I wanted to follow up with you regarding your payment scheduled for 9/19/17 will you be making your payment in order for us to start submitting to your lender?

**Best Regards,**

**Gabriela Soria**

**Customer Service Dept.**

**Office/e-Fax: 949-202-1397**



## **Capital Home Advocacy Center**

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PX 31

**DECLARATION OF ROBERT BEDGOOD  
PURSUANT TO 28 U.S.C. § 1746**

I, ROBERT BEDGOOD, DECLARE AS FOLLOWS:

1. My name is Robert Bedgood and I live in Fairfield, Alabama. I am over 18 years old. Except where otherwise stated, I have personal knowledge of the facts below. If called to testify, I could and would competently testify to such facts.

2. On or around May 2015, I received a phone call from someone named Ed Walker at a company called American Home Servicing Center ("AHSC" or "the company"). I do not know how this company got my number. A few months earlier I has been in a terrible motorcycle accident and I was out of work for some time. Because of these unfortunate circumstances, I had fallen behind on my mortgage. I had received a letter from my mortgage company about foreclosure. Ed said that AHSC could stop the foreclosure on my house and get my monthly payments down to something that was more affordable. He said that AHSC guaranteed their results and they could absolutely stop the foreclosure.

3. Ed said that AHSC was affiliated with the government and that is why I decided to work with the company – because it seemed reputable. Its website and logos gave me the impression that it was connected with the government. Ed also mentioned the HARP program founded by Obama. He said that AHSC worked closely with lawyers and he gave me the impression that AHSC could help me so I indicated to him that I was interested in going forward with their services.

4. Ed said that before AHSC could do anything for me I had to make an upfront payment. I was told that the cost to stop a foreclosure is usually \$4,575.00 but that I would be getting a supplemental credit of \$2,700 so I would only have to pay AHSC \$1,875 to get the results that they had promised me. I was told that I could break up this amount into two monthly payments. The first payment of \$987.50 was to be made on June 1, 2015, and the second one of \$987.50 was to be

1 made on July 1, 2015. The payments were to be made by money order. AHSC  
2 gave me the strong impression that I could not stop my foreclosure unless I paid  
3 them first.

4 5. Sometime after the phone call, I received documents from someone  
5 named Corinne Spitzer whose signature said that she was a senior underwriter in  
6 the legal processing department at the Home Affordable Government Program.  
7 True and correct copies of the documents that I received, with some personal  
8 information redacted, are appended as **Attachment A**.

9 6. I received more documents from AHSC that I was instructed to fill out  
10 and return by using a prepaid FedEx label that AHSC had emailed me. A true and  
11 correct copy of the prepaid FedEx label that AHSC told me to use, with some  
12 personal information redacted, is appended as **Attachment B**.

13 7. Among these additional documents was a Request for Mortgage  
14 Assistance, a services agreement, a Third Party Representation form, and a  
15 Schedule of Payments form that detailed how and when I should pay AHSC. True  
16 and correct copies of these documents, with some personal information redacted,  
17 are appended as **Attachment C**.

18 8. I was given strict instructions by AHSC not to contact my lender,  
19 Ocwen, nor to make any payments to them going forward. I was told that if I tried  
20 to talk to Ocwen about my impending foreclosure, that Ocwen would give me the  
21 run around and that AHSC would be able to deal with them in ways that I could  
22 not. While I was working with AHSC, Ocwen tried to contact me but as per  
23 AHSC's instructions, I ignored the calls. I thought AHSC was handling  
24 everything.

25 9. I did not immediately fill out and return all the documents that AHSC  
26 had asked for although I did send them the payments. A few weeks later, on July  
27 22, 2015, I received an email from Emma Cruz at AHSC who reminded me that I  
28

1 still needed to return some of the documents. A true and correct copy of this  
2 email, with some personal information redacted, is appended as **Attachment D**.

3 10. I filled out and sent back all the documents that Emma Cruz had asked  
4 for. I asked for a new FedEx label as the original one that I had received was no  
5 longer usable. On July 28, 2015, Ed Walker sent me a new prepaid FedEx label  
6 for me to send back all the documents that AHSC requested. A true and correct  
7 copy of the email and the attached FedEx label, with some personal information  
8 redacted, is appended as **Attachment E**.

9 11. I did not hear anything from AHSC after sending back the documents  
10 and after I had sent them all the money they had requested. I tried contacting them  
11 but I could not get a hold of anyone. I tried to reach Ed Walker directly but my  
12 calls kept going to voicemail.

13 12. I was getting anxious about the sale date on my house. I could not get  
14 a hold of anyone at AHSC and it was becoming clear to me that they were not  
15 going to do anything for me. I ended up filing for personal bankruptcy on my own  
16 the day before the sale date of the property. Fortunately, I was able to save my  
17 home but I still had not heard anything from AHSC and they had not returned any  
18 of my calls or emails.

I DECLARE UNDER PENALTY OF PERJURY THAT THE  
FOREGOING IS TRUE AND CORRECT.

*Robert Bedgood*  
ROBERT BEDGOOD

# Attachment A



## Proprietary form used for consumer results

Robert Bedgood

Fairfield, AL 35064

CASE ID #: EA-12021

Date: 4/28/2015

Loan Number:

Loan Serviced by: Ocwen

Time of Review: May 19, 2015

4:00 PM

### Eligibility Confirmation

Eligible for: **Traditional Home Modification Program**

you meet the following criteria.

- The mortgage cannot have been refinanced under HAMP previously unless it is a Fannie Mae loan that was refinanced under HAMP from March-May, 2009
- The current Debt-to-income(DTI) must be between 31%-65%
- Current DTI is : 36%
- Current loan to value (LTV) is over 80%
- The borrower does not need to be current on the mortgage at the time of the modification (any past due amount will be included in loan restructure.)
- FINALIZED CLOSING COSTS WILL BE IN THE AMOUNT OF \$4,575.00 FOR 1st MORTGAGE. \*with payment options see details below.  
(Legal processing fees & Underwriting)

#### Eligible for Traditional Home Modification on 1st lien.

Loan owned by F.M. :	NO	Total Loan Balance :	\$ 56,313.26	Loan to Value > 80% :	YES
Loan originated before 2009:	YES	New Interest Rate:	2.0% Fixed Rate	Loan to Value:	122.0%
Appraisal required:	NO	New Principle & Interest:	\$ 383.85	Appraised Value :	\$ 75,614.00
Credit approval required:	NO	Prop. Tax & Insurance:	\$ 231.13	Negative Equity:	\$ 19,300.74
New Loan Term:	REMAINS SAME	New estimated Payment (PITI):	\$ 614.98	PRP Maximum:	\$ 25,000.00

15 YR Savings Chart	Total Monthly Payments PITI	Total 1 YR Payments PITI	Total 5 YR Payments PITI	Total 10 YR Payments PITI	Total 15 YR Payments PITI
Old payment	\$ 614.98	\$ 7,379.76	\$ 36,898.80	\$ 73,797.60	\$ 110,696.40
New Modified Payment	\$ 614.98	\$ 7,379.76	\$ 36,898.80	\$ 73,797.60	\$ 110,696.40
Total Savings	\$ -	\$ -	\$ -	\$ -	\$ -

\*Closing Costs total \$4,575.00 with 3 payment options.

\*Supplemented credit \$2,700.00

• Option A, onetime payment \$1,875.00.

• Option B, two payments of \$987.50 each 30 days apart for a total of \$2,075.50 (Option B includes \$200 convenience fee).

• Option C, Three payments of \$758.33 each 30 days apart for a total of \$2,275.00 (Option C includes \$400 convenience fee).

○ Closing Costs cannot be added to principle balance due to LTV ratio.

○ Tier 2 fee schedule.

Borrower

Date

Borrower

Date

## ELIGIBILITY CONFIRMATION

To: Robert Bedgood  
[REDACTED]  
Fairfield, AL 35064

Date: May 19, 2015

Subject: Case ID EA-12021

You are confirmed for the following program(s), **Traditional Home Modification Program**.

This Federal Program introduced by the Obama Administration is intended to help stabilize the real estate housing market and help struggling homeowners get relief and avoid FORECLOSURE.

- Not a Re-finance
- This is a restructure of your existing loan
- No Appraisal required
- No credit requirements
- Loan term length remains the same
- Loan servicer remains the same
- Investor remains the same
- Your investor and servicing bank will recoup the loss from your loan restructure from a government TARP fund because you meet the guidelines for this government program.

The **Troubled Asset Relief Program (TARP)** is a program of the United States government to purchase assets and equity from financial institutions to strengthen the financial sector it is a component of the government's measures to address the subprime mortgage crisis. The TARP program authorized expenditures of \$700 billion.

	Current Loan Payment	New Estimated Payment PITI
Monthly Mortgage Payment	\$ 614.98	\$ 614.98

To move forward you will need to make the choice, and not make May & June mortgage payments to meet the **"imminent default"** requirement for this program.

The process from beginning to end takes approximately 3-4 months and your estimated program award date is **Aug. 1, 2015**. The following items **MUST** be maintained throughout the process...

- 1 Maintain your financial situation.
- 2 Send updated documents to the processing department in a timely manner (i.e., updated bank statements, paystubs, last 2 years tax returns, hardship letter, etc...).
- 3 3 trial payments, with new payment, to be made on time. Once finalized you will be on a trial payment period with your "new restructured payment" for 3 months. This payment will be due on the 1st of every month with a 15 day grace period. This trial period (3 new payments/3 months) will be required to be made within that time frame to be considered on time.

#### What you need to do

Instead of your normal monthly payments, you must pay the exact amount of your Trial Period Plan payments. In order to receive your permanent loan restructure it is very important that you make your payments on time.

Trial Payment Period Plan				
1st payment:	\$	614.98	estimated due date	8/1/2015
2nd payment:	\$	614.98	estimated due date	9/1/2015
3rd payment:	\$	614.98	estimated due date	10/1/2015

After you make all trial payments on time, this loan restructure will be permanent.

#### Corinne Spitzer

Senior Underwriter | Legal Processing Department

Home Affordable Government Program

Fax: 866.798.0379

Email : CSpitzer@NationalServicingCenter.Net

Website : NationalServicingCenter.Net



# Attachment B

From: [REDACTED]  
ROBERT BEDGOOD

Origin ID: RLIA



J151215022303uv

FAIRFIELD, AL 35064

SHIP TO: (657) 208-9242

BILL SENDER

AMERICAN HOME SERVICING CENTER  
505 N TUSTIN # 212

SANTA ANA, CA 92705

Ship Date: 27 MAY 15  
ActWgt: 0.5 LB  
CAD: 107980095/INET3610

Delivery Address Bar Code



Ref #  
Invoice #  
PO #  
Dept #

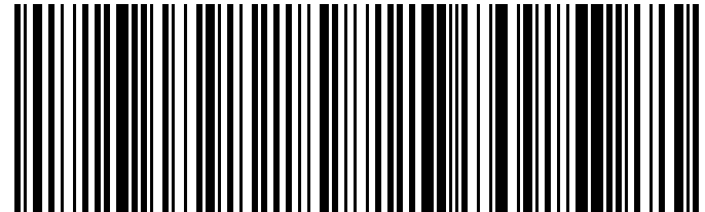
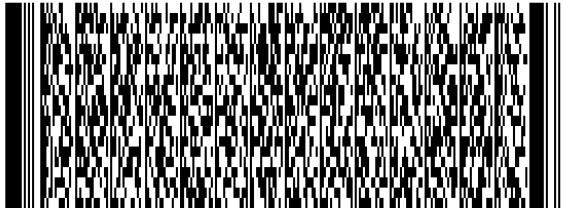
THU - 28 MAY AA  
STANDARD OVERNIGHT

TRK# 7736 9624 8291

0201

**XH DTHA**

**92705**  
CA-US  
**SNA**



537.J3/C918/EE4B

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

# Attachment C

If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

## SECTION 1: BORROWER INFORMATION

### BORROWER

BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YY)

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

EMAIL ADDRESS

### CO-BORROWER

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YY)

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")

EMAIL ADDRESS

Has any borrower filed for bankruptcy? ☐ Chapter7 ☐ Chapter13

Filing Date: \_\_\_\_\_ Bankruptcy case number: \_\_\_\_\_

Has your bankruptcy been discharged? ☐ Yes ☐ No

Is any borrower a servicemember?

☐ Yes ☐ No

Have you recently been deployed away from your principal residence or recently received a permanent change of station order? ☐ Yes ☐ No

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? \_\_\_\_\_

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No If "Yes", how many? \_\_\_\_\_

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☒ Yes ☐ No

## SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.

I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

☐ My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.

☐ My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.

☐ I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.

☐ My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.

☐ My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.

Other:

Explanation (continue on a separate sheet of paper if necessary):



(800) 277-0824



(657) 221-2314



info@am-sc.com



505 N. Tustin Ave. Suite 212, Santa Ana, CA 92705



American Home Servicing Center

## DOCUMENT PREPARATION AGREEMENT

## CLIENT INFORMATION

BORROWER'S NAME

CO-BORROWER'S NAME

SUBJECT PROPERTY

## AGREEMENT

American Home Servicing Center hereby agrees to provide document preparation products for Client(s). American Home Servicing Center will utilize its resources, industry experience, and contacts to compose a comprehensive financial application. The application package will be based on the documentation provided by the Client(s). This documentation provided by you will include the following financial information; mortgage, personal, and all other "necessary" applicable items. This documentation is needed to compose the application in a complete and professional manner. By signing below the Client(s) understand(s), acknowledge(s), and agree(s) that American Home Servicing Center does not guarantee results in conjunction with this document preparation services.

Client(s) will pay a fee of \$\_\_\_\_\_ to American Home Servicing Center in exchange for its documentation preparation products. This fee is due after the file has been reviewed by staff and, or, management for approval eligibility. Upon receiving payment, the requested documentation and signed application, American Home Servicing Center will begin the preparation of the file. In the event the lender declines your document submission for a modification, forbearance, trial into modification or repayment plan, in conjunction with the document preparation, you will receive a refund. This refund may be in full or in part depending on the distinct characteristics of the specific situation. Client(s) is(are) responsible for full payment to American Home Servicing Center if your lender accepts the prepared documents and the review process is initiated by your lender for modification, forbearance, trial into modification or repayment plan. If Client(s) decline(s) offer no refund is deserved or forthcoming.

Client(s) agrees to cooperate with American Home Servicing Center with regard to providing information, documents and any other information needed by American Home Servicing Center to perform the products set forth in this agreement. This information includes but is not limited to: copy of valid driver's license, the most current versions of pay roll stubs, tax returns, bank statements, retirement accounts, mortgage statements, mortgage notes, property tax bill, homeowners insurance, household bills, original loan application, mortgage note and HUD-1 document.

Client(s) acknowledge(s) and agree(s) that the fee is considered earned by American Home Servicing Center upon the completion of the prepared documentation. This fee is not contingent upon any results for any process initiated by the Client(s) to their prospective lender(s).

The obligation of American Home Servicing Center to perform "services" for Client(s) is conditioned on the performance by Client(s) of providing complete and truthful information in a timely manner. If the Client(s) fails to perform, then American Home Servicing Center will have no further obligation whatsoever. The parties agree that any damages claimed by either party are limited to the amount of the Client(s)'s fee in all cases.

This contract contains the entire agreement between American Home Servicing Center and Client(s) concerning the rights granted and the obligations assumed in this contract. Client(s) may cancel or rescind this contract without penalty or obligation within three (3) business days from the original executions date of this contract.

## DISCLOSURE

Your lender's normal collection proceedings will continue through the document preparation process. American Home Servicing Center advises all Clients that all payments should be made in accordance with their lender's instructions.

## TERMS

I have read, reviewed and agree to the terms and conditions of this agreement. I understand and am aware of the parameters, requirements and conditions set forth by this agreement.

BORROWER'S NAME

DATE



(800) 277-0824 (657) 221-2314

info@am-sc.com

505 N. Tustin Ave. Suite 212, Santa Ana, CA 92705



American Home Servicing Center

## SCHEDULE OF PAYMENTS

## CLIENT INFORMATION

BORROWER'S NAME

CO-BORROWER'S NAME

BORROWER'S SSN

CO-BORROWER'S SSN

HOME PHONE NUMBER

MOBILE PHONE NUMBER

OTHER PHONE NUMBER

SUBJECT PROPERTY ADDRESS

CASE MANAGER NAME

CASE NUMBER

The following is a payment schedule for the preparation work and HAMP modification to be performed. It is agreed to and acknowledge that the client(s) will provide a deposit for a final closing cost of a listed amount for the reduction of a fixed interest rate, modified past due amount and/or PRA.

CONTRACT FEE:

The cost of the program is \$\_\_\_\_\_ less a supplemental credit of \$\_\_\_\_\_, your final processing fees are \$\_\_\_\_\_ plus the convenience fees for your payment options. This final closing amount will change if the total amount due is not paid in full by the date agreed on. All fees are standard for Fannie Mac and Freddie Mac Government Modifications.

## PAYMENTS

PAYMENT DATE	PAYMENT AMOUNT	FORM OF PAYMENT	INITIAL
FIRST PAYMENT			
SECOND PAYMENT			
THIRD PAYMENT			

The above is an agreed upon amount and scheduled for payments due under the Agreement with American Home Servicing Center. It is acknowledged that the above balance needs to be **PAID IN FULL** upon notification that the pertinent Services have been completed. In the event of a declined payment, **ALL WORK WILL BE STOPPED** until paid with a cashier's check or money order. **Please make all payments payable to American Home Servicing Center.**


BORROWER'S SIGNATURE

DATE

CO-BORROWER'S SIGNATURE

DATE



 (800) 277-0824   
  (657) 221-2314  
 info@am-sc.com  
 505 N. Tustin Ave. Suite 212, Santa Ana, CA 92705



# American Home Servicing Center

## AUTHORIZATION: Third Party Representation

### CLIENT INFORMATION

DATE SIGNED

DATE FAXED

DATE CONFIRMED

SERVICING COMPANY

LOAN NUMBER

BORROWER'S NAME

CO-BORROWER'S NAME

BORROWER'S SSN

CO-BORROWER'S SSN

HOME PHONE NUMBER

MOBILE PHONE NUMBER

OTHER PHONE NUMBER

SUBJECT PROPERTY ADDRESS

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

AUTHORIZED REPRESENTATION

AUTHORIZED REPRESENTATION

AUTHORIZED REPRESENTATION

Dear Mortgage Servicer,

This correspondence is meant to serve as my/our personal, written authorization that I/we, the mortgagor(s), regarding the above referenced subject property address, do hereby grant American Home Servicing Center, and all authorized agents therein, the permission to discuss all current and future matters related to the above mortgage loan number(s).

Moreover, the company's contact information is indicated in the above header for clarification and verification purposes. Please note, that this letter of authorization is set to expire six (6) months from the date signed hereto.

BORROWER'S SIGNATURE

DATE

CO-BORROWER'S SIGNATURE

DATE

# Attachment D

----- Forwarded message -----

From: <[ecruz@am-sc.com](mailto:ecruz@am-sc.com)>

Date: Jul 22, 2015 4:31 PM

Subject: UPDATE!

To: <[REDACTED]>

Cc:

Hello Robert,

I still have not received any of the documents I requested can you please advise on when I should be receiving them? I cannot proceed without them. Thank you

***Emma Cruz***

***Senior Processor***

**American Home Servicing Center**

505 N. Tustin St.

Suite 212

Santa Ana, CA 92705

Business hours 8AM- 5PM PST

**Main Line:** [657-218-2922](tel:657-218-2922) ext 4204

**Fax:** [1-657-218-2922](tel:1-657-218-2922) **Attn:** Emma

**Website:** [www.am-sc.com](http://www.am-sc.com)

**Email:** [ecruz@am-sc.com](mailto:ecruz@am-sc.com)

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# Attachment E

----- Forwarded message -----

From: <[ewalker@am-sc.com](mailto:ewalker@am-sc.com)>

Date: Jul 28, 2015 4:59 PM

Subject: Ea-12021

To: <[REDACTED]>

Cc:

Mr. Bedgood,

Here is your new Fed Ex label.

Sincerely,

*Ed Walker*

**American Servicing Center**

505 N Tustin Ave Suite 212, Santa Ana, CA 92705

Business hours 8AM- 6PM PST

**Direct Line:** [657-999-5415](tel:657-999-5415)

**Fax:** [657-207-5890](tel:657-207-5890) **Attn:** WALKER

**Website:** [www.am-sc.com](http://www.am-sc.com)

**Email:** [ewalker@am-sc.com](mailto:ewalker@am-sc.com)

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ORIGIN ID:RLIA  
ROBERT BEDGOOD

SHIP DATE: 28JUL15  
ACTWGT: 0.50 LB  
CAD: 108032622/NET3670

BILL SENDER

TO

AMERICAN HOME SERVICING CENTER  
505 N TUSTIN # 212

SANTA ANA CA 92705

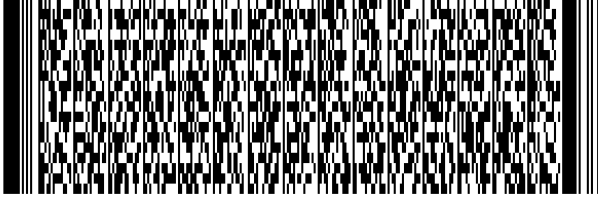
(657) 208-9242

REF: ECRUZ

INV:

PO:

DEPT:



539J31A1531D0

THU - 30 JUL AA

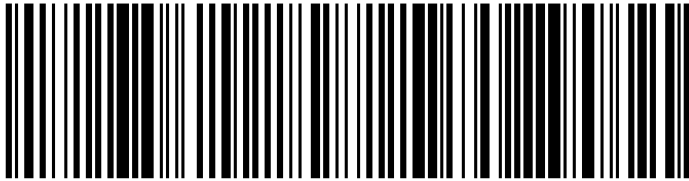
\*\* 2DAY \*\*

TRK#

0201

SH DTHA

92705  
CA-US SNA



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



PX 32

**DECLARATION OF MICHELLE CLARK  
PURSUANT TO 28 U.S.C. § 1746**

I, MICHELLE CLARK, DECLARE AS FOLLOWS:

1. My name is Michelle Clark and I live in Barnstead, New Hampshire. I am over 18 years old. Except where otherwise stated, I have personal knowledge of the facts below. If called to testify, I could and would competently testify to such facts.

2. In or around late August, 2014, my husband and I received a mailer with what appeared to be a Wells Fargo logo on it. Our mortgage originally was through Wells Fargo, but was now through Nationstar, so we naturally assumed that it must be related to our mortgage somehow. We were not facing foreclosure, but we were looking to reduce our monthly payments. I called the number on the mailer and someone named Jason answered who said that he worked at the National Servicing Center ("NSC" or "the company").

3. I explained to Jason the situation my husband and I were facing. Jason said that NSC would be able to lower our mortgage payments and the interest on our mortgage. Jason led us to believe that NSC would be taking over the servicing of our mortgage. We went to the website and the layout and the logos, especially the eagle seal, led us to believe that NSC was affiliated with the government and that made it seem more credible. My husband and I indicated to Jason that we were interested in moving forward with working with NSC because it sounded like they really would be able to help us and they had our best interests at heart. Jason said that we would be in touch and that he would be calling us back with more information.

4. When we talked to Jason again he said that he would be sending us some paperwork for us to fill out. He told us to stop paying our mortgage and to not contact Nationstar. We mailed back the documents that Jason had requested using a prepaid FedEx label that NSC had sent to us. A true and correct copy of

1 the prepaid FedEx label, with some personal information redacted, is appended as  
2 **Attachment A.**

3 5. Shortly after sending Jason back the requested documents, he sent us  
4 confirmation documents letting us know that we would be saving \$497.70 on our  
5 monthly payments. Jason told us that before we could move forward with the  
6 modification, we needed to pay NSC an upfront fee. We were told not to worry as  
7 this fee that we were paying was going towards the closing costs of what we  
8 thought was our new mortgage. The paperwork states this as well. Jason also told  
9 us that if for whatever reason NSC was not able to help us, that we would be  
10 getting a complete refund. The paperwork that Jason later sent us confirmed this.

11 6. Jason said that closing costs were \$4,575.00 but that NSC would be  
12 giving us a supplemental credit of \$2,500, for a total amount that we needed to pay  
13 of \$2,075.00. We were told that we could either pay this at once, or break it up  
14 into three monthly payments with an added convenience fee. My husband and I  
15 opted to pay the monthly installments. True and correct copies of the confirmation  
16 documents, with some personal information redacted, are appended as **Attachment**  
17 **B.**

18 7. Jason emailed us additional paperwork that we filled out and returned  
19 to him. The documents included a schedule of payments, a third party  
20 authorization form, and an agreement form. The schedule of payment form  
21 detailed the payment dates for what we had been told were the closing costs for our  
22 mortgage. We were to pay \$791.67 on November 11, 2014, December 12, 2014,  
23 and a final payment on January 12, 2015. Jason reminded us to not pay anything  
24 to Nationstar or to contact them going forward as NSC would be taking care of  
25 everything. He said that we needed to be a certain number of months behind to  
26 qualify for the program he was describing. True and correct copies of the  
27  
28

1 additional documents that Jason sent us, with some personal information redacted,  
2 are appended as **Attachment C**.

3 8. We gave NSC our bank account information and NSC did automatic  
4 withdrawals of \$791.67 on the dates listed in the paperwork. My husband and I  
5 thought this money was going towards the closing costs for our mortgage. We did  
6 not hear from NSC during this time as we thought everything was being taken care  
7 of. In April, 2015, we received a notice from Nationstar Mortgage letting us know  
8 that our requests for HAMP Tier I, HAMP Tier II, and a Standard Modification  
9 had all been declined because we did not provide Nationstar with all the documents  
10 requested. My husband and I were very alarmed to receive this notice, as we had  
11 thought that NSC had taken care of everything and that NSC would be taking over  
12 the servicing of the mortgage. A true and correct copy of the denial letter we  
13 received from Nationstar, with some personal information redacted, is appended as  
14 **Attachment D**.

15 9. Around the same time as the notice of denial from Nationstar, my  
16 husband and I also received a letter from a law firm named Korde & Associates  
17 informing us that our property was facing a mortgage foreclosure sale. Again, we  
18 were very alarmed to receive this as we had been paying NSC and we were under  
19 the impression that everything had been taken care of. A true and correct copy of  
20 the notice of mortgage foreclosure sale, with some personal information redacted,  
21 is appended as **Attachment E**.

22 10. We tried contacting Jason and anyone else we could at NSC. Finally  
23 we got a hold of Jason who said that NSC had not been able to get a hold of the  
24 right people at Nationstar. We then contacted Nationstar directly, and spoke to a  
25 representative there who said they had received a modification application from  
26 NSC but that it had been sent in late and as well as incomplete so Nationstar was  
27 unable to do anything with it. Fortunately, my husband and I were able to work  
28

1 with the Nationstar representative directly, resolve the situation, and get us the  
2 results we were originally looking for. The representative told us that it was free to  
3 apply for mortgage modifications. I did some research online and concluded that  
4 my husband and I had likely been the victim of a mortgage scam.

5 11. After speaking with the Nationstar representative directly, I tried  
6 reaching back out to NSC to ask for a refund as Jason, as well as the paperwork,  
7 clearly stated that we would get a refund of the \$2,375.00 we had paid NSC. I was  
8 not able to reach anyone by phone. I sent multiple emails as well but never heard  
9 back. An example of one of the emails I sent to NSC on May 6, 2015, with some  
10 personal information redacted, is appended as **Attachment F**. I never received a  
11 reply to this email either.

12 12. Eventually I stopped trying to contact NSC as I could never get a hold  
13 of anyone and never got a response to my emails. NSC has never returned the  
14 money that my husband and I paid them. NSC almost caused us to lose our home  
15 and deceived us into paying them instead of our mortgage. Additionally, we gave  
16 NSC all of our personal information and it is concerning what they could have  
17 done with it.

18  
19 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS  
20 TRUE AND CORRECT.

21 SIGNED THIS 10 DAY OF APRIL, 2018.

22   
23 Michelle Clark  
24  
25  
26  
27  
28

# Attachment A

From: [REDACTED]  
Patrick Clark

Origin: HIA



Ship Date: 29 NOV 14  
ActWgt: 0.5 LB  
CAD: 1070213751NET3550



J142214092303uv

SHIP TO: (657) 622-0414

BILL SENDER

National Servicing Center  
National Servicing Center  
2112 E. 4th st.  
Suite #101  
SANTA ANA, CA 92705

Delivery Address Bar Code



Ref # JY-1472 Clark  
Invoice #  
PO #  
Dept #

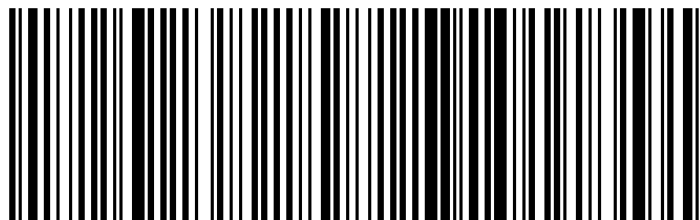
TUE - 11 NOV 10:30A  
MORNING 2DAY

TRK#

0201

SH DTHA

92705  
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SNA



522G1616C/8AC9

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

# Attachment B



## ELIGIBILITY CONFIRMATION

**To:** Patrick Clark  
[REDACTED]**Date:** November 4, 2014**Subject:** Case ID JY-1472You are confirmed for the following program(s), **Traditional Home Modification Program**.

This Federal Program introduced by the Obama Administration is intended to help stabilize the real estate housing market and help struggling homeowners get relief and avoid FORECLOSURE.

- Not a Re-finance
- This is a restructure of your existing loan
- No Appraisal required
- No credit requirements
- Loan term length remains the same
- Loan servicer remains the same
- Investor remains the same
- Your investor and servicing bank will recoup the loss from your loan restructure from a government TARP fund because you meet the guidelines for this government program.

The **Troubled Asset Relief Program (TARP)** is a program of the United States government to purchase assets and equity from financial institutions to strengthen the financial sector it is a component of the government's measures to address the subprime mortgage crisis. The TARP program authorized expenditures of \$700 billion.

	Current Loan Payment	New Estimated Payment PITI
Monthly Mortgage Payment	\$ 1,324.00	\$ 826.30

To move forward you will need to make the choice, and not make **NOVEMBER & DECEMBER** mortgage payments to meet the "imminent default" requirement for this program.

The process from beginning to end takes approximately 3-4 months and your estimated program award date is **FEBRUARY 1st 2015**. The following items **MUST** be maintained throughout the process...

- 1 Maintain your financial situation.
- 2 Send updated documents to the processing department in a timely manner (i.e., updated bank statements, paystubs, last 2 years tax returns, hardship letter, etc...).
- 3 3 trial payments, with new payment, to be made on time. Once finalized you will be on a trial payment period with your "new restructured payment" for 3 months. This payment will be due on the 1st of every month with a 15 day grace period. This trial period (3 new payments/3 months) will be required to be made within that time frame to be considered on time.

**What you need to do**

Instead of your normal monthly payments, you must pay the exact amount of your Trial Period Plan payments. In order to receive your permanent loan restructure it is very important that you make your payments on time.

Trial Payment Period Plan			
1st payment:	\$ 826.30	estimated due date	2/1/2015
2nd payment:	\$ 826.30	estimated due date	3/1/2015
3rd payment:	\$ 826.30	estimated due date	4/1/2015

After you make all trial payments on time, this loan restructure will be permanent.

**Corinne Spitzer**

Senior Underwriter | Legal Processing Department

Home Affordable Government Program

Fax: 866.798.0379

Email : CSpitzer@NationalServicingCenter.Net

Website : NationalServicingCenter.Net



Proprietary form used for consumer results

Patrick Clark

Date: 11/4/2014

Loan Number:

Loan Serviced by: Nationstar

CASE ID #: JY-1472

Time of Review: November 4, 2014

1:00pm

Eligibility Confirmation

Eligible for: **Traditional Home Modification Program**

you meet the following criteria:

- The mortgage cannot have been refinanced under HAMP previously unless it is a Fannie Mae loan that was refinanced under HAMP from March-May, 2009
- The current Debt-to-income(DTI) must be between 31%-65%
- Current DTI is : 41%
- Current loan to value (LTV) is over 80%
- The borrower does not need to be current on the mortgage at the time of the modification (any past due amount will be included in loan restructure.)
- FINALIZED CLOSING COSTS WILL BE IN THE AMOUNT OF \$4,575.00 FOR 1st MORTGAGE. \*with payment options see details below.  
(Legal processing fees & Underwriting)

Eligible for Traditional Home Modification on 1st lien.

Loan owned by F.M. :	NO	Total Loan Balance :	\$ 125,933.02	Loan to Value > 80% :	YES
Loan originated before 2009:	YES	New Interest Rate:	2.0% Fixed Rate	Loan to Value:	93.3%
Appraisal required:	NO	New Principle & Interest:	\$ 465.47	Appraised Value :	\$ 135,000.00
Credit approval required:	NO	Prop. Tax & Insurance:	\$ 360.83	Negative Equity:	\$ 9,066.98
New Loan Term:	REMAINS SAME	New estimated Payment (PITI):	\$ 826.30	PRP Maximum:	\$ 1,000.00

15 YR Savings Chart	Total Monthly Payments PITI	Total 1 YR Payments PITI	Total 5 YR Payments PITI	Total 10 YR Payments PITI	Total 15 YR Payments PITI
Old payment	\$ 1,324.00	\$ 15,888.00	\$ 79,440.00	\$ 158,880.00	\$ 238,320.00
New Modified Payment	\$ 826.30	\$ 9,915.60	\$ 49,578.00	\$ 99,156.00	\$ 148,734.00
Total Savings	\$ 497.70	\$ 5,972.40	\$ 29,862.00	\$ 59,724.00	\$ 89,586.00

\*Closing Costs total \$4,575.00 with 3 payment options.

o Closing Costs cannot be added to principle balance due to LTV ratio.

\*Supplemented credit \$2,500.00

o Tier 2 fee schedule.

• Option A: One payment of \$2,075.00.

• Option B: Two payments of \$1,087.50 each 30 days apart for a total of \$2,175.50 (Option B includes \$100 convenience fee).

• Option C: Three payments of \$791.67 each 30 days apart for a total of \$2,375.00 (Option C includes \$300 convenience fee).

Borrower

Date

Borrower

Date

This form is required to be submitted to processing as part of submission documents.

# Attachment C

If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

## SECTION 1: BORROWER INFORMATION

### BORROWER

BORROWER'S NAME

Patrick Clark

SOCIAL SECURITY NUMBER

[REDACTED]

HOME PHONE NUMBER WITH AREA CODE

[REDACTED]

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

[REDACTED]

EMAIL ADDRESS

[REDACTED]

### CO-BORROWER

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YY)

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")

EMAIL ADDRESS

Has any borrower filed for bankruptcy? ☐ Chapter7 ☐ Chapter13

Filing Date: \_\_\_\_\_ Bankruptcy case number: \_\_\_\_\_

Has your bankruptcy been discharged? ☐ Yes ☐ No

Is any borrower a servicemember? ☐ Yes ☐ No

Have you recently been deployed away from your principal residence or recently received a permanent change of station order? ☐ Yes ☐ No

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? \_\_\_\_\_

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No If "Yes", how many? \_\_\_\_\_

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☒ Yes ☐ No

## SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.

I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

☐ My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.

☐ My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.

☐ I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.

☐ My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.

☐ My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.

Other:

Explanation (continue on a separate sheet of paper if necessary):

## SCHEDULE OF PAYMENTS

National Servicing Center - 1820 E Garry Ave., Suite 215, Santa Ana, CA 92705 Ph :866-828-4839, Fax: 866-798-0379

CLIENT NAME:	Patrick Clark
SOCIAL SECURITY NUMBER:	
CO-CLIENT NAME:	
SOCIAL SECURITY NUMBER:	
SUBJECT PROPERTY ADDRESS:	
BEST CONTACT NUMBER:	
CASE MANAGER NAME:	Jason Young
CASE #	JY-1472-Clark

The following is a payment schedule for the preparation work and HAMP modification to be performed. It is agreed to and acknowledged that the client(s) will provide a deposit for final closing cost of listed amount for reduction of fixed interest rate, modified past due amount and or PRA.

Contract Fee: \$4,575.00

The cost of the program is: \$ 4,575.00 less a supplemental credit \$ 2,500.00 , your final processing fees are \$ 2,075.00 plus convenience fees for payment options. This final closing amount will change if the total amount due is not paid in full by the date agreed on. All fees are standard for Fannie Mae and Freddie Mac Government Modifications.

Payments				
	Payment Date	Amount of Payment	Form of Payment	Initial
First Installment	11/12/2014	\$ 791.67		
Second Installment	12/12/2014	\$ 791.67		
Final Installment	1/12/2015	\$ 791.67		
		\$		
		\$		
		\$		

The above is an agreed upon amount and schedule for payments due under the Agreement with National Servicing Center. It is acknowledged that the above balance needs to be PAID IN FULL upon notification that the pertinent Services have been completed. In the event of a declined payment, ALL WORK WILL STOP until paid in full with cash or cashier's check. Please make all payments payable to National Servicing Center.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Checks payable to "National Servicing Center".

☐ Payment via Check  
FedEx overnight - prepaid by National Servicing Center  
Please make check payable to "National Servicing Center"

☐ Payment via Direct Deposit at any Chase Bank  
National Servicing Center  
Account #: 573385593

☐ Payment via Direct Deposit at any Bank of America  
National Servicing Center  
Account #: 3250 2660 3580

Page 2 | FAX back to: 1-866-798-0379

(866) 828-4839 (866) 798-0379

info@NationalServicingCenter.Net

1820 E Garry Ave Suite 215, Huntington Beach CA 92705



National Servicing Center

## AGREEMENT: Document Preparation

## CLIENT INFORMATION

Patrick Clark

BORROWER'S NAME

CO-BORROWER'S NAME

SUBJECT PROPERTY

## AGREEMENT

National Servicing Center hereby agrees to provide document preparation products for Client(s). National Servicing Center will utilize its resources, industry experience, and contacts to compose a comprehensive financial application. The application package will be based on the documentation provided by the Client(s). This documentation provided by you will include the following financial information; mortgage, personal, and all other "necessary" applicable items. This documentation is needed to compose the application in a complete and professional manner. By signing below the Client(s) understand(s), acknowledge(s), and agree(s) that National Servicing Center does not guarantee results in conjunction with this document preparation services.

Client(s) will pay a fee of \$ 2,075.00 to National Servicing Center in exchange for its documentation preparation products. This fee is due after the file has been reviewed by staff and, or, management for approval eligibility. Upon receiving payment, the requested documentation and signed application, National Servicing Center will begin the preparation of the file. In the event the lender declines your document submission for a modification, forbearance, trial into modification or repayment plan, in conjunction with the document preparation, you will receive a refund. Client(s) is(are) responsible for full payment to National Servicing Center if your lender accepts the prepared documents and the review process is initiated by your lender for modification, forbearance, trial into modification or repayment plan. If Client(s) decline(s) offer no refund is deserved or forth coming.

Client(s) agrees to cooperate with National Servicing Center with regard to providing information, documents and any other information needed by National Servicing Center to perform the products set forth in this agreement. This information includes but is not limited to: copy of valid driver's license, the most current versions of pay roll stubs, tax returns, bank statements, retirement accounts, mortgage statements, mortgage notes, property tax bill, homeowners insurance, household bills, original loan application, mortgage note and HUD-1 document.

Client(s) acknowledge(s) and agree(s) that the fee is considered earned by National Servicing Center upon the completion of the prepared documentation. This fee is not contingent upon any results for any process initiated by the Client(s) to their prospective lender(s).

The obligation of National Servicing Center to perform "services" for Client(s) is conditioned on the performance by Client(s) of providing complete and truthful information in a timely manner. If the Client(s) fails to perform, then National Servicing Center will have no further obligation whatsoever. The parties agree that any damages claimed by either party are limited to the amount of the Client(s)'s fee in all cases.

This contract contains the entire agreement between National Servicing Center and Client(s) concerning the rights granted and the obligations assumed in this contract. Client(s) may cancel or rescind this contract without penalty or obligation within

## DISCLOSURE

Your lender's normal collection proceedings will continue through the document preparation process. National Servicing Center advises all Clients that all payments should be made in accordance with their lender's instructions.

## TERMS

I have read, reviewed and agree to the terms and conditions of this agreement. I understand and am aware of the parameters, requirements and conditions set forth by this agreement.

BORROWER

CO-BORROWER

PX 32  
1343

DATE

Page 3 | FAX back to (866) 798-0379

Clark, Att: 6



(866) 828 4839 (866) 798 0379

info@NationalServicingCenter.net

1820 E Garry Ave, Suite 215, Santa Ana CA 92705



National Servicing Center

## AUTHORIZATION: Third Party Authorization

## CLIENT INFORMATION

DATE SIGNED

DATE FAXED

DATE CONFIRMED

Nationstar Mortgage

SERVICING COMPANY

LOAN NUMBER

Patrick Clark

BORROWER'S NAME

CO-BORROWER'S NAME

BORROWER'S SSN

CO-BORROWER'S SSN

HOME PHONE NUMBER

MOBILE PHONE NUMBER

OTHER PHONE NUMBER

SUBJECT PROPERTY ADDRESS

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

AUTHORIZED REPRESENTATION

AUTHORIZED REPRESENTATION

AUTHORIZED REPRESENTATION

Dear Mortgage Servicer,

This correspondence is meant to serve as my/our personal, written authorization that I/we, the mortgagor(s), regarding the above referenced subject property address, do hereby grant National Servicing Center, and all authorized agents therein, the permission to discuss all current and future matters related to the above mortgage loan number(s).

Moreover, the company's contact information is indicated in the above header for clarification and verification purposes. Please note, that this letter of authorization is set to expire six (6) months from the date signed hereto.

BORROWER'S SIGNATURE

DATE

CO-BORROWER'S SIGNATURE

DATE

# Attachment D





RETURN SERVICE ONLY  
PLEASE DO NOT SEND MAIL TO THIS ADDRESS  
P.O. BOX 619063  
DALLAS, TX 75261-9063

#1807



PATRICK CLARK

April 29, 2015

Loan #:  
Property Address

Dear Patrick Clark:

This letter is to inform you that we have reviewed your request for assistance and are unable to grant your request at this time. The reasons we could not approve you for assistance are listed below:

**Loss Mitigation Options**

You were evaluated and reviewed for the below referenced Loss Mitigation Options, but were declined for the following program(s):

**HAMP Tier I - Declined**

**Denial Reason: Request Incomplete**

We are unable to offer you a modification because you did not provide us with the documents we requested. A notice which listed the specific documents we needed and the time frames required to provide them has been sent to you.

**HAMP Tier II - Declined**

**Denial Reason: Request Incomplete**

We are unable to offer you a modification because you did not provide us with the documents we requested. A notice which listed the specific documents we needed and the time frames required to provide them has been sent to you.

**Standard Modification - Declined**

**Denial Reason: Request Incomplete**

We are unable to offer you a modification because you did not provide us with the documents we requested. A notice which listed the specific documents we needed and the time frames required to provide them has been sent to you.

There are other possible alternatives that may be available to you if you are unable to make your regular loan payments.

**Reinstatement** – if you are currently delinquent in your payments, you may be able to reinstate your loan. Please contact your Dedicated Loan Specialist for information on this option.

**Deed-in-lieu** – a borrower voluntarily transfers title to and possession of the property to Nationstar to satisfy the mortgage loan debt and avoid foreclosure.

**Pre-Foreclosure Sale/Short sale** – a property is listed for sale and proceeds of the sale are accepted in exchange for a release of the lien, even if those proceeds are less than the amount owed.

If you have any questions regarding the denial of your request or wish to pursue alternatives, your Dedicated Loan Specialist is Joseph Brookshire, and can be reached at (888) 613-2432 EXT. 8941982, Monday-Friday, 8 a.m. to 7 p.m. (CT) and Saturday, 8 a.m. to 12 p.m. (CT) or via mail at Nationstar Mortgage LLC, P.O. Box 619097 Dallas, TX 75261-9741, or email us at [customerrelationsofficer@nationstarmail.com](mailto:customerrelationsofficer@nationstarmail.com). Visit us on the web at [MyNationstar.com](http://MyNationstar.com) for further clarification of possible alternatives.



If this is your first complete application for a modification of a loan secured by the primary residence, you have the right to appeal non-approval for a modification or to discuss loss mitigation options that may be available to you within 30 calendar days from the date of this notice. The appeal must be in writing and sent to the mailing address below. Please specify the basis for your dispute, and include any documentation you believe is relevant to the appeal, such as property valuation or proof of income.

**Nationstar Mortgage LLC  
Attn: Customer Relations  
P.O. Box 619098  
Dallas, TX 75261-9741**

Sincerely,

**Nationstar Mortgage LLC**

**Please note the following:**

A third-party appraisal or other written valuation was developed in connection with your application for loss mitigation. A copy of that evaluation should have been forwarded to your mailing address. If you did not receive a copy, please contact us directly to request an additional copy.

**Additional Disclosures**

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

**Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

# Attachment E



**KORDE & ASSOCIATES, P.C.**

Counselors at Law  
321 Billerica Road, Suite 210  
Chelmsford, Massachusetts 01824-4100  
Attorneys Licensed in MA, NH, NY and RI

April 30, 2015

Michelle E. Clark  
[REDACTED]

Certified Article Number  
[REDACTED]

SENDERS RECORD  
[REDACTED]

Please reference our File #: [REDACTED]

**NOTICE OF MORTGAGE FORECLOSURE SALE**

RE: Property Address: [REDACTED]

Dear Sir/Madam:

Pursuant to New Hampshire Revised Statutes 479:25, as amended, enclosed is a copy of the Mortgagee's Notice of Sale of Real Estate.

The notice is provided to you because an examination of the record title shows you held an interest of record in the property thirty (30) days prior to the sale.

Our experience has shown us that you are likely to benefit if you allow qualified bidders at the foreclosure sale to enter and inspect the premises. This may result in a higher purchase price.

If you are willing to allow qualified bidders to enter and inspect the premises, please be present at the time of the foreclosure sale.

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**If you (1) did not execute the Promissory Note relating to this mortgage; (2) are in bankruptcy; or (3) have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or an act to collect, assess or recover all or any portion of the debt from you personally.**

Very truly yours,

U.S. Bank National Association, as Trustee for Springleaf Mortgage Loan Trust 2012-3  
Present holder of mortgage  
By its Attorney, [Signature]

Susan W. Cody  
SWC/mr

LEGAL NOTICE  
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Patrick Clark** [REDACTED] and **Michelle E. Clark** to Wilmington Finance, a division of AIG Federal Savings Bank, dated September 7, 2004 and recorded with the Belknap County Registry of Deeds in Book 2087, Page 727 of which mortgage U.S. Bank National Association, as Trustee for Springleaf Mortgage Loan Trust 2012-3 is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at [REDACTED] will be sold at a Public Auction at **11:00AM** on **June 3, 2015**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C., 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title, see deed recorded with the Belknap County Registry of Deeds in Book 1879, Page 1.

**NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES:** YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

**LIENS AND ENCUMBRANCES:** The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

**NO WARRANTIES:** The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

Clark Att. E




**TERMS OF SALE:** To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

U.S. Bank National Association, as Trustee for Springleaf Mortgage Loan Trust 2012-3  
Present holder of said mortgage, by its Attorneys

  
\_\_\_\_\_  
Susan W. Cody  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
Chelmsford, MA 01824-4100  
(978) 256-1500

CXE 15-020221 Clark (May 6, 2015) (May 13, 2015) (May 20, 2015)

# Attachment F

On May 6, 2015 8:39 PM, "Michelle Clark" <[REDACTED]> wrote:

How soon can we expect the refund check from the cosing cost we paid starting in November? The agreement we signed said we would be refunded if we were denied, which we were.



PX 33

**SUPPLEMENTAL DECLARATION OF AARON KAUFMAN**  
**PURSUANT TO 28 U.S.C. § 1746 AND FED. R. EVID. 1006**

I, AARON KAUFMAN, DECLARE AS FOLLOWS:

1. I have personal knowledge of the facts stated herein and, if called to testify, I could and would competently testify to the same.

2. I have a B.A. from Cornell University in philosophy, and an M.A. in history from the University of Chicago. Since August, 2016, I have served as a Paralegal for the Federal Trade Commission (“FTC” or “Commission”). I am presently assigned to the Division of Litigation Technology & Analysis of the FTC’s Bureau of Consumer Protection in Washington, D.C. My work address is 600 Pennsylvania Avenue, N.W., Washington, DC, 20580.

3. In the course of my employment, I was called upon to assist in the investigation of several companies and individuals engaged in mortgage modification and foreclosure rescue.

4. On Monday, April 16, 2018, pursuant to the Immediate Access provision (Section XX) of the Temporary Restraining Order granted by this Court (Dkt. 20), I and other FTC staff entered the Defendants’ business premises at 1809 East Dyer Road, Suite 301, Santa Ana, California.

5. At the aforementioned location, I performed several tasks. First, I assigned each room and workstation with a different number. Using the floor plan, a true copy of which is appended as **Attachment A**, and which, upon information and belief, was provided to the FTC by the landlord pursuant to a civil investigative demand, I labeled the work stations. I then photographed each workstation. Afterwards, I permitted FTC staff, under my observation and supervision, to review documents at each numbered work station and to designate those to be copied.

11           6.     After FTC staff had identified the documents to be copied, I removed  
12 the documents and inserted slip sheets. I then prepared a document listing the  
13 documents removed and placed them in envelopes labeled with the numbers of the  
14 work stations. After the Temporary Receiver reviewed and inventoried the  
15 contents of each envelope, I sealed the envelopes and placed them, along with  
16 FedEx labels pre-addressed to the Temporary Receiver, in two large FedEx  
17 shipping boxes for mailing to the printer. I sealed the box and attached a pre-  
18 addressed FedEx label to Innovative Discovery, LLC located at 1700 N. Moore  
19 Street, Suite 1500, Arlington, Virginia. I then dropped this box off at the FedEx  
20 office located at 3701 South Bristol Street, Santa Ana, CA 92704 for shipment on  
21 April 17, 2018.

22           7.     On April 20, 2018, the printer provided me with scanned copies of the  
23 documents I had sent them.

24           8.     Below I identify some of these documents, along with the  
25 corresponding work stations where they were found.

26           9.     A true and correct copy of a photograph I took of documents found at  
27 work station 24 is attached as **Attachment B**.

28           10.    A true and correct copy of a photograph I took of documents found at  
29 work station 35 is attached as **Attachment C**.

30           11.    A true and correct copy of a photograph I took of documents found at  
31 work station 24 is attached as **Attachment D**.

32           12.    A true and correct copy of a photograph I took of documents found at  
33 work station 39 is attached as **Attachment E**.

34           13.    A true and correct copy of a photograph I took of documents found at  
35 work station 38 is attached as **Attachment F**.

36           14.    A true and correct copy of a photograph I took of documents found at  
37 work station 39 is attached as **Attachment G**.

15. True and correct copies of documents found at work station 1 are attached as **Attachment H**.

16. True and correct copies of documents found at work station 2 are attached as **Attachment I**.

17. True and correct copies of documents found at work station 3 are attached as **Attachment J**.

18. True and correct copies of documents found at work station 5 are attached as **Attachment K**.

19. True and correct copies of documents found at work station 9 are attached as **Attachment L**.

20. True and correct copies of documents found at work station 10 are attached as **Attachment M**.

21. True and correct copies of documents found at work station 11 are attached as **Attachment N**.

22. True and correct copies of documents found at work station 14 are attached as **Attachment O**.

23. True and correct copies of documents found at work station 15 are attached as **Attachment P**.

24. True and correct copies of documents found at work station 16 are attached as **Attachment Q**.

25. True and correct copies of documents found at work station 24 are attached as **Attachment R**.

26. True and correct copies of documents found at work station 25 are attached as **Attachment S**.

27. True and correct copies of documents found at work station 38 are attached as **Attachment T**.

28. True and correct copies of documents found at work station 39 are attached as **Attachment U**.

29. True and correct copies of documents found at work station 40 are attached as **Attachment V**.

### **Leadtrac Summary**

30. In the course of my employment, I was called upon to review and analyze data obtained by the Temporary Receiver from the Defendants' Consumer Relations Management application "Leadtrac."

31. Leadtrac allowed for the creation of a report from senior processing, which I understand to be the list of active clients. The possible client statuses in this report are: "Closed - Other"; "Closed - Non Compliant"; "Closed - Non Payment"; "ED - CLOSED"; "ED - New Eviction Defense File"; "P - Denied - to be resubmitted"; "P - File Closed: Approved"; "P - File Closed: Denied"; "P - File W/Agent"; "P - File with Managment" [sic]; "P - Hold for Non Payment"; "P - Negotiation File"; "P - Non-Compliant"; "Pending Approval Letters"; "P - Pending Denial Letters"; "P - Pending Document Preparation"; "P - PKG Completed for Submission"; "P - PKG Submitted/In Underwriting"; "P - PKG Submitted/Missing Documents"; "P - PKG Submitted/To Lender"; "P - PKG Submitted/Under Review by Underwriter"; "P - Refund Request"; "P- Processor to follow up with lender"; and "P-WELCOME INTRO CALL NEEDED."

32. Based on the data from Leadtrac, I have determined the following:

A. There were a total of **433** files that were more than 90 days old as of April 16, 2018. Of those 433 files, **104** were categorized as "File Closed: Approved." Of those 433 files, **78** were categorized as "Pending Approval Letters."

B. There were a total of **399** files that were more than 120 days old as of April 16, 2018. Of those 399 files, **91** were categorized as

11 “File Closed: Approved.” Of those 399 files, **74** were  
12 categorized as “Pending Approval Letters.”

13 C. There were a total of **377** files that were more than 150 days old  
14 as of April 16, 2018. Of those 377 files, **86** were categorized as  
15 “File Closed: Approved.” Of those 377 files, **69** were  
16 categorized as “Pending Approval Letters.”

17 D. There were a total of **360** files that were more than 180 days old  
18 as of April 16, 2018. Of those 360 files, **85** were categorized as  
19 “File Closed: Approved.” Of those 360 files, **64** were  
20 categorized as “Pending Approval Letters.”

21 E. There were a total of **238** files that were more than 270 days old  
22 as of April 16, 2018. Of those 238 files, **73** were categorized as  
23 “File Closed: Approved.” Of those 238 files, **33** were  
24 categorized as “Pending Approval Letters.”

25 F. There were a total of **95** files that were more than 365 days old  
26 as of April 16, 2018. Of those 95 files, **24** were categorized as  
27 “File Closed: Approved.” Of those 95 files, **6** were categorized  
28 as “Pending Approval Letters.”

29 33. I saw files categorized as “File Closed: Approved” that listed new  
30 monthly payment amounts that were more than or only a few dollars less than the  
31 listed old monthly payment amounts.

32 34. I saw that the oldest file categorized as “Pending Approval Letters”  
33 was 417 days old as of April 16, 2018.

34 35. I understand that the Leadtrac information that I reviewed reflects the  
35 information that was available on the application on April 16, 2018, and that the  
36 information has changed only to the extent that the age continues to increase, for  
37  
38

1 example a file that was 90 days old on April 16 would appear to be 91 days old on  
2 April 17.

3 I DECLARE UNDER PENALTY OF PERJURY THAT THE  
4 FOREGOING IS TRUE AND CORRECT. EXECUTED ON THIS 20 DAY  
5 OF APRIL, 2018.

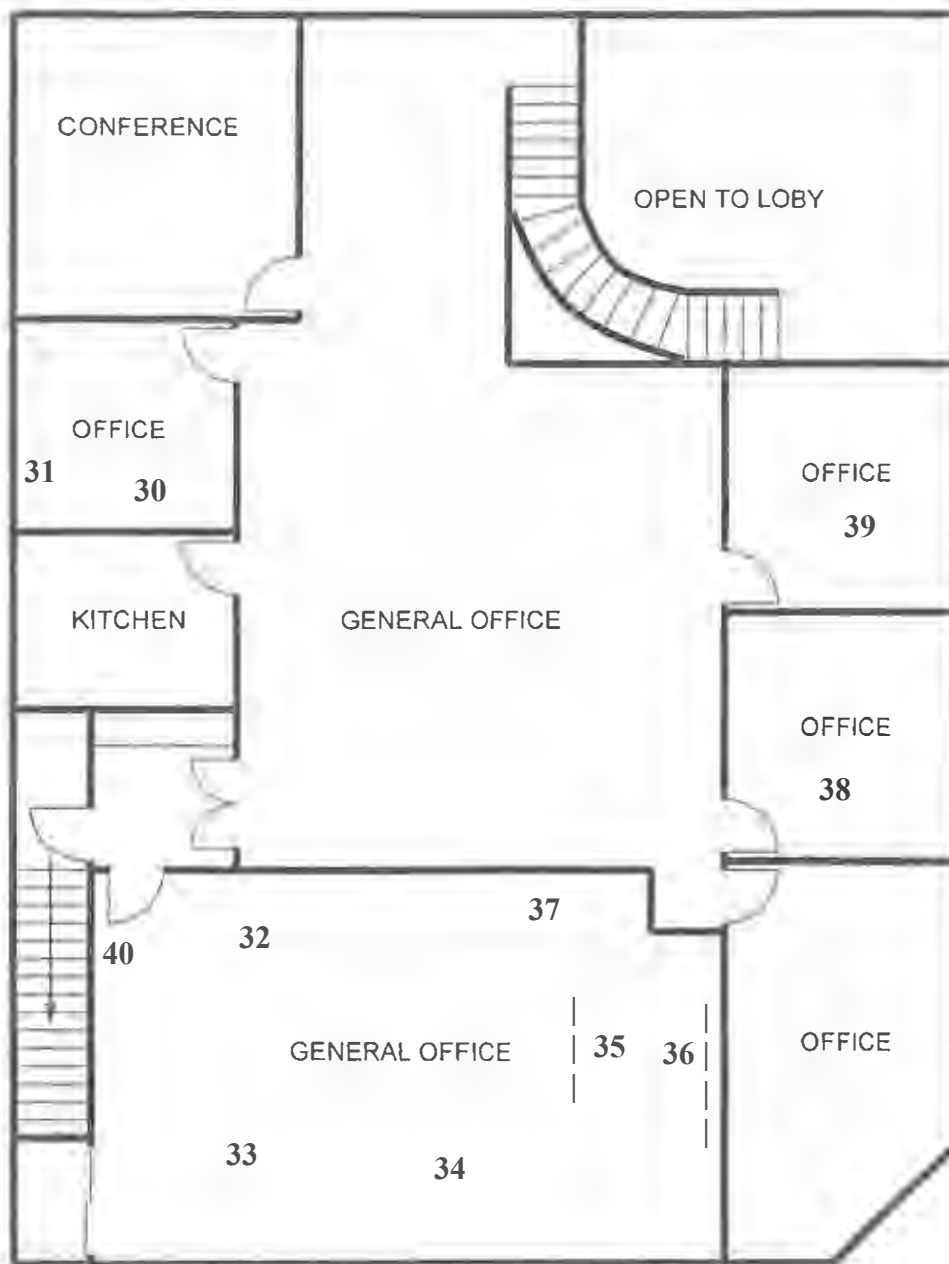
6  
7   
8

9 Aaron Kaufman  
10  
11  
12  
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28

# Attachment A



EXHIBIT C

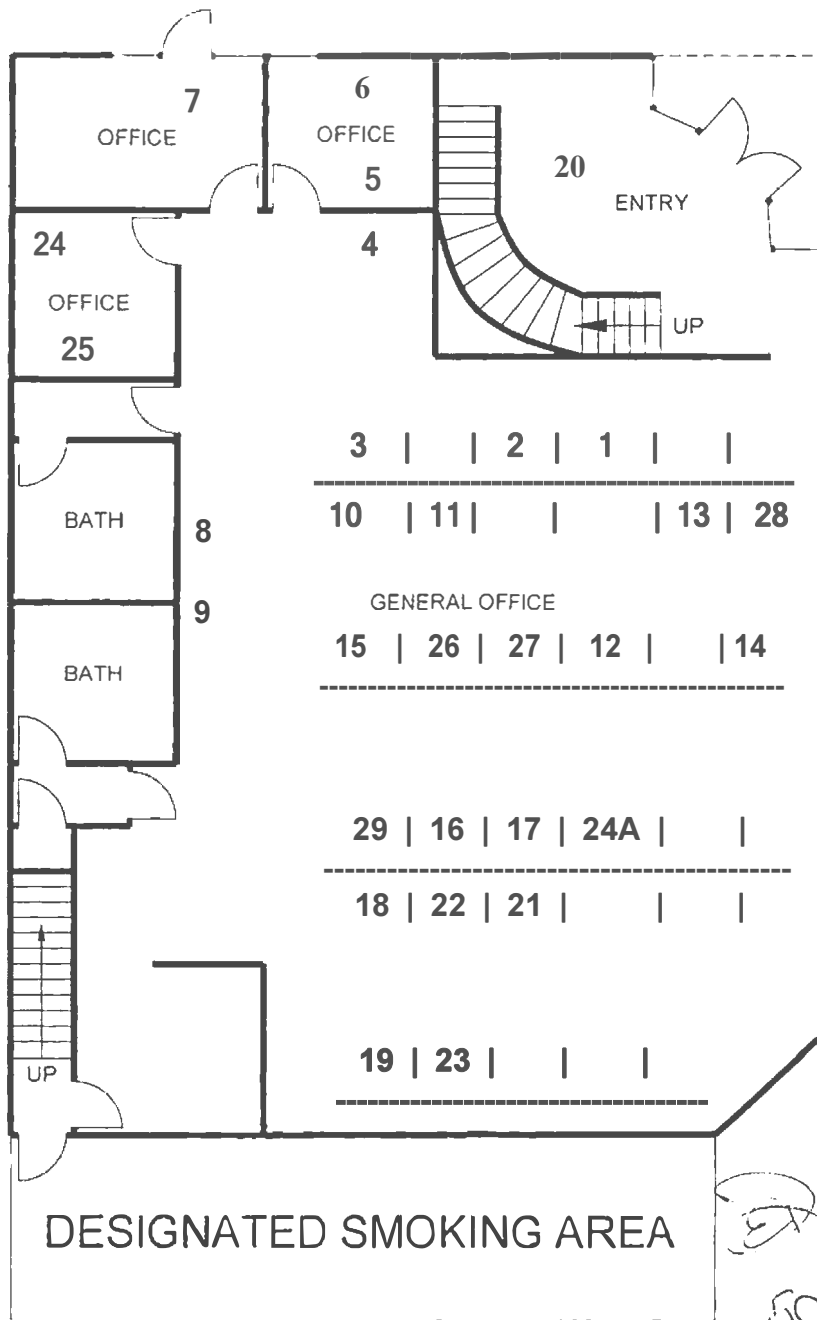


1809 EAST DYER ROAD  
SUITE 301  
2nd FLOOR

SC

EXHIBIT C

1809 EAST DYER ROAD  
SUITE 301  
FIRST FLOOR



# Attachment B



24

capitalhome.org  
April 05, 2018 9:06 AM  
capitalhome.org

Employment

# Attachment C

Department	First Name	Last Name	Extension	Phone Number	Email
Case Manager	Celli	Mojarro	117	949-346-3572	cmojarro@capitalhome.org
Case Manager	David	Rojas	108	949-346-3174	drojas@capitalhome.org
Controller	Elizabeth's	Perch	103	949-346-2983	epowers@capitalhome.org
Case Manager	Haideh	Vijeh	122	949-202-4992	hvijeh@capitalhome.org
Intake	Gabriela	Soria	121	949-202-1397	gsoria@capitalhome.org
Case Manager	Jorge	Lopez	106	949-346-2916	jlopez@capitalhome.org
Case Manager	Marge	Salmen	125	949-202-1726	msalmen@capitalhome.org
Intake	Perla	Riestra	109	949-346-2770	priestra@capitalhome.org
Case Manager	Suzanne	Lomeli	111	949-346-3563	slomeli@capitalhome.org
Intake	Tran	Huynh	127	949-565-1321	thuynh@capitalhome.org
Intake			120	949-202-1157	
Intake			119	949-346-3312	
Case Manager			128	949-445-1499	
Case Manager			107	949-346-2733	
Processor	Daniel	Arana	115	949-346-2868	darana@capitalhome.org
Information Technology	David	Daniels	105	949-346-3700	ddaniels@capitalhome.org
Processor	Erick	Rosas	113	949-346-3209	erosas@capitalhome.org
Admin	Gloria	Anderson	126	949-346-3454	ganderson@capitalhome.org
Quality Control	Mandy	Taylor	118	949-346-3025	mtaylor@capitalhome.org
Compliance MGR	Sergio	Lawrence	104	949-346-2980	slawrence@capitalhome.org
Admin	Yvette	Anderson	124	949-202-1630	yanderson@capitalhome.org
Processor			123	949-202-1386	
Processor			116	949-346-3156	
Accounting			110	949-346-3168	

35

# Attachment D



Bank of America  
Bank of America  
Citibank  
Citibank

Citibank

Citibank  
Comerica  
Comerica  
Comerica  
Comerica  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
JP Morgan Chase  
Wells Fargo  
Wells Fargo  
Wells Fargo  
Bank of the West  
One West Bank  
Pacific Western Bank

This agreement is made on September 15, 2016 between E. Christine Rodriguez/Davis, Sergio Rodriguez, Jaime Aburto and Marcus Fierro regarding 1809 E. Dyer Road and all business conducted in this location, American Home Servicing Center (AHSC) and National Advocacy Center (NAC). As of the date of this executed agreement, all parties agree to the following:

1. Jaime Aburto will be paid \$ 35,000.00 for the following
  - \$7000.00 for marketing for week of Sept 12, 2016 to Sept 16, 2016
  - \$6000.00 for lease deposit for 1809 E. Dyer Road # 301 Santa Ana CA 92705
  - \$22,000 for all computer, printers, faxes, fonality phones, kitchen appliances, projector, screen, server, cubicles, cabinets, all office supplies and all misc items in 1809 E. Dyer Road # 301 Santa Ana CA 92705.
  - \$1000.00 Misc. items
2. Jaime Aburto will pay E. Christine Rodriguez/Davis and Sergio L. Rodriguez \$ 15,669.70 for the following:
  - \$12,869.70 in commissions for the period of September 1, 2016 to September 12, 2016.
  - \$1700.00 for 10 computer monitors and towers
  - \$1100.00 that was deposited into 5912 on September 14, 2016.
3. Jaime Aburto and Marcus Fierro Acknowledges that Jaime Aburto received a payment of 4,000.00 from E. Christine Rodriguez/Davis and Sergio Rodriguez on 9/14/2016.
4. E. Christine Rodriguez/Davis and Sergio Rodriguez will have an outstanding balance of \$20,430.30 that is to be paid to Jaime Aburto in 4 monthly increments in the amount of \$4107.57 commencing October 15, 2016 and on the 15<sup>th</sup> of each month thereafter. Last payment to be paid on January 15, 2017.
5. Jaime Aburto and Marcus Fierro will relinquish all current NAC clients files to E. Christine Rodriguez/Davis and Sergio Rodriguez and will be converted as clients for National Advocacy Group (NAG)
6. Jaime Aburto cannot recruit any employees and/or independent contract hire/contracted by NAG.
7. Jaime Aburto will not have any access or be allowed at 1809 E. Dyer Rd # 301 effective the date of this executed agreement.
8. NAG has no affiliation with AHSC and NAC.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

E. Christine Rodriguez/Davis

Date

Sergio L. Rodriguez

Date

Jaime Aburto

Date

Marcus Fierro

Date

24





# Attachment E



**American Home Servicing Center**  
A Document Preparation Company

**Elizabeth Davis**  
*Chief Operating Officer*

Phone: (657) 232-4321  
Fax: (657) 207-5890  
Email: [edavis@ah-sc.org](mailto:edavis@ah-sc.org)  
Website: [www.ah-sc.org](http://www.ah-sc.org)

1851 E. 1st Street Suite # 900  
Santa Ana, CA 92705-4068

39

# Attachment F



American Home Servicing Center

800 870 0808  
info@ah-sc.org  
557 207 5890  
1651 W. 1<sup>st</sup> Street Suite 800  
Santa Ana CA 92706-4088

SCHEDULE OF PAYMENTS

CLIENT INFORMATION

Sean Tyler

BORROWER'S NAME

CO-BORROWER'S NAME

BORROWER'S SSN

CO-BORROWER'S SSN

HOME PHONE NUMBER

MOBILE PHONE NUMBER

OTHER PHONE NUMBER

SUBJECT PROPERTY ADDRESS

CASE MANAGER NAME

CASE NUMBER

The following is a payment schedule for the preparation work and HAMP modification to be performed. It is agreed to and acknowledge that the client(s) will provide a deposit for a final closing cost of a listed amount for the reduction of a fixed interest rate, modified past due amount and/or PRA.

CONTRACT FEE: \$4,885.00

The cost of the program is \$ 6,385.00 less a supplemental credit of \$ 1,500.00 your final processing fees are \$ 4,885.00 plus the convenience fees for your payment options. This final closing amount will change if the total amount due is not paid in full by the date agreed on. All fees are standard for Fannie Mac and Freddie Mac Government Modifications.

PAYMENTS

PAYMENT DATE	PAYMENT AMOUNT	FORM OF PAYMENT	INITIAL
7/11/2016 <small>FIRST PAYMENT</small>	\$2,565.00		
8/11/2016 <small>SECOND PAYMENT</small>	\$1,160.00		
9/11/2016 <small>THIRD PAYMENT</small>	\$1,160.00		

The above is an agreed upon amount and scheduled for payments due under the Agreement with American Home Center. It is acknowledged that the above balance needs to be PAID IN FULL upon notification that the pertinent declined payment. **ALL WORK WILL BE STOPPED** until paid with a cashier's check payable to American Home Servicing Center.

7-8-16

DATE

DATE

CO-BORROWER'S SIGNATURE

38

# Attachment G



U.S. Department of Justice  
Office of the United States Trustee  
Districts of Minnesota, North Dakota,  
South Dakota and Iowa  
U.S. Federal Courthouse, Suite 1017  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55401  
Phone: (612) 344-1300  
Fax: (612) 344-4000  
July 27, 2016

American Home Servicing Center  
505 N. Tustin Avenue, Suite 212  
Santa Ana, CA 92705  
Marcus Fierro Jr.  
Agent for American Home Servicing Center, LLC  
14024 Magnolia St. #200  
Westminster, CA 92683

Re: McDermott v. American Home Servicing Center, Adv. No. 16-4073

Dear American Home Servicing Center:

Enclosed is a copy of the Motion for Default Judgment by the United States Trustee in this adversary proceeding.

Sincerely,

DANIEL McDERMOTT  
UNITED STATES TRUSTEE  
REGION 12

*SJW*

Sarah J. Wencil  
Trial Attorney

Case 16-04073 Doc 4 Filed 07/27/16 Entered 07/27/16 14:10:46 Desc Main Document Page 1 of 20

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

To re:

Kathleen Adele Zimmerschied

Bankruptcy Case No. 16-41903

Daniel McDermott, United States Trustee

Plaintiff,

Adv. No. 16-4073

v.

American Home Servicing Center  
American Home Servicing Center LLC

Defendant

MOTION FOR DEFAULT JUDGMENT

1. Daniel McDermott, United States Trustee, Plaintiff, moves the Court to enter a default judgment against American Home Servicing Center aka American Home Servicing Center, LLC, Defendant, and gives notice of hearing.

2. The court will hold a hearing on this motion at 9:30 a.m. on August 17, 2016, in Courtroom 7 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

3. Any response to this motion must be filed and served not later than August 12, 2016, which is five days before the time set for the hearing (including Saturdays, Sundays, and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. The U.S. Trustee filed this complaint for turnover, fine and injunction under 11 U.S.C. § 110 & 526.

5. This court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.

APPLICATION FOR DEFAULT JUDGMENT

U.S. Department of Justice

Office of the United States Trustee  
Districts of Minnesota, North Dakota,  
South Dakota and Iowa

U.S. Federal Courthouse, Suite 1017  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55401  
Phone: (612) 344-1300  
Fax: (612) 344-4000

July 27, 2016

American Home Servicing Center  
505 N. Tustin Avenue, Suite 212  
Santa Ana, CA 92705

Marcus Fierro Jr.  
Agent for American Home Servicing Center, LLC  
14024 Magnolia St. #200  
Westminster, CA 92683

Re: McDermott v. American Home Servicing Center, Adv. No. 16-4073

Dear American Home Servicing Center:

Enclosed is a copy of the Motion for Default Judgment by the United States Trustee in this adversary proceeding.

Sincerely,

DANIEL McDERMOTT  
UNITED STATES TRUSTEE  
REGION 12

*SJW*  
Sarah J. Wencil  
Trial Attorney

Respond by  
8/12/16  
State - Minnesota  
North Dakota, South  
Dakota, Iowa

39

# Attachment H

We work with (Lender) on a  
Daily basis. We have a 98%  
approval rate with them.

- employment
- How long employed



# Attachment I

# CAPITAL HOME ADVOCACY CENTER (NOTES)

## LEAD TRACK

Workflow = Lender Verification Call Needed.

Special Notes = FHA loan / (Wait 2 yrs before getting another one)  
Conventional loan (1-2) yrs difference.

Management Notes:

Consultation Notes:

evaluation is (free) People like to hear free

Send Financial Worksheet,

Give You a Fresh Start,

Back on Track

Save Your Home

Place You in a better financial Situation w/ your Lender!

3rd Party Authorization (2)

Financial Worksheet (1)

Hardship Forms - letter (3)

\* 1. Mortgage Statement

\* 2. Proof of Income (2 month worth)

\* 3. 3rd party Authorization

\* 4. Financial Worksheet

\* Hardship letter.

\* Utility Bill.

Client

\$ 2695 = 1-6 months (3 monthly Installments)

We are License by both State of CA / City where AT.

Elizabeth - 15 years -

Yvette in Processing - Longest here. -  
Registered with State - Transparent -  
98% is assisting clients -

Default Client -  
Auction Date Client -

Scared, Stressed, -  
Comfort / Teach / Collect Docs

Cease and Desist Letter Sent -  
37 days before Auction date.  
Client deals with Bank no sale date skip.  
Lender looks for:  
\* True Hardship -

- Collect / Patch / Close -

Not a Made Company, we are a doc Prep  
Company -  
6% - to 3.75% - FHA & Conu.  
Save Home Lower Rate. - 120 days to  
process.

1-3 months -  
Tell Client they lost 2%.

Hard Copy files turned in -  
Default - Standard Pipeline -  
Sales - Case Manager -

Yvette / Gloria - Ext.

- No Job / No Income - /
- SSI - / Fixed Income / Has to be  
Some kind of - Also Limits our  
Charges - ~~\$2995~~ - /

The Modification is free, you're paying us  
for our Expertise. - 1 hour lunch -

- Non-Profit - No Guarantee -

- Verify Email -
- Once in foreclosure they will add Penalties  
and legal fees.

• Prob -

Free Evaluation / Once an approval

- First Remove you from The foreclosure -  
and send a Cease & Desist - to Stop  
any harassment calls -

If we accept your case, we  
know we can help.

Denial can be dealt with, They are  
can be utilize to stop the

- BBB - Ripoff Report - 1 complaint from Agent that got upset -

BBB - (Link?) Report by 20/20 -  
Paying BBB for a rating. We had  
to pay a monthly subscription.  
Extortion / Pay for an A+.

New Mexico Complaint - //  
Called several clients - Attorney General -  
Attorney General Harassed 1 out of 13  
forced him to quit, for taking business out of state.  
Letter from Attorney General, but no  
actual action taken - New Mexico  
misses out on Business Taxes.

"We Charge Them for our process,  
it by our negligence

2-years for FHA - 1-year Conv.

3-mo for life of Loan.

(Stay ProfeSSIONAL)

# Create Urgency -

Tue. Wed. Thurs. - Mornings very busy - <sup>Mon. - Fri.</sup> a bit later.  
Get here Early - ~~11~~

My own,

0 - Account Managed - Out bounds -  
90 - 80 -  
Talk Time - ✓

- Round Robin -

Fear Sales - Ask for it all -  
2 month of bank statements

- Email Statuses From Realtytree -  
- 37 day before  
- upload Docs -

VOD - 2 weeks before Sale Date will  
Stop - Guarantees -

Put name on receipt - ~~Send~~ Ask  
Copies of Payment - Wires 7-10 - ~~days~~  
unless Client is in a rush



Sharon

Pay attention to Client's month late - / -

"We got you approved"

11 Case mitigation - 98% Approval  
"Licensed Processor"

- Send in Sale Date -

Quote "

- "Notice of Foreclosure - In subject line - Obtained from Realty Trac -

"They don't have to help them  
Sale date - That's where Capital  
will -


"We work with them on a daily  
basis - We know how to approach  
them."

"Have you spoken to your lender?  
Have you saved any money toward your  
past due? Because there is a  
Cost - / /

Streamline Ref: - Adding <sup>10 years to the loan</sup> ~~10~~ Tell them  
She needs a Mod - to qualify must be  
Paid due



The Prof <sup>3/12/17</sup>  
Sid Nancy

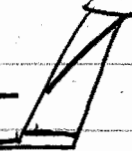
I can't Legally tell you  
 not to make your payment 

"You're not required to make a  
 payment -"

"Have you called your lender, are  
 you getting help from your lender?"

- Let them know there is a change.

I Don't know what this is going  
 to run you.

— Mandy Herre - CAP 210172 - 

"Send Docs Today so I  
 can approve your case."

• No BK's within the last 2 years.

Paper work, Follow ups, Conditions -

Fees Associated with the  
 process and preparations.

BBB - Not a truthful source -

BBB - Charges <sup>PX 13</sup> <sub>1072</sub> for a Ad Rating <sup>Key map Alt. 1</sup>



Contact every two weeks from assigned Process -

Once begun in 3 months  
trial Period  
Hobship / 91,000 - <sup>Fixed /</sup>

Signed Agreement - Important -  
Protects you it ~~due~~ to our  
negligence 100% refund. Credit

6,550 - 1,000  
Credit - 1 / 6,250 / - 2 - 3 payments  
1637.50 x 3 - or 33K + the

"Which is your preference.

Options pay us — or 33K -

Share Late fees & Sunk Fees.

If you think this is going to  
go in your favor it won't;  
they are going to corner you.

Email in the  
we want to make sure  
we do right by you.

My Job is to make sure  
your property is protected

We'll Exhaust every Avenue  
to protect your home.

- \$1,000 dollar Discount -

$\$5,450 - \times \$1,362.50$

I will push for the discount if  
you tell me you can afford it.

We want you to be comfortable  
with this with your feet on  
the ground. Ready to move forward

(Listen to your client) Hesitation  
bring price

Referred to The Program

Gomez -

Dean Sackson - Last house was  
in a rental //

Clack - USDA Rural Dev. Home -  
started to take money from the Treasury -  
Roo Group -

800-624-5459 - needs help w/ repairs,

Wayne Rutherford -  $\sqrt{-}$



"The Bank never Loves, you need someone to advocate for you?"

Script -

cap 208506 -

Raymond - Closed - Ghosted 8<sup>th</sup> March  
Last Contact - Wasn't, Satisfied -

Antonio King  
5/8 Sale

Raymond  
Davis



Brady SR -

Lester Robinson



Edward Moreno CAP 211395

Sase  
Brian Center - House he Mes Th -  
Now in Probate Court - The equity

Buy the house  
LOOK

Per - Finance  
for Streamline  
- Down -  
On Dis - Safety  
Not able to make the  
payment  
Cough Sicker  
60s Cred. -  
Score

 George

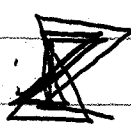
Angela Davis  \$3,400 - By April -

Moreno - Secured Funds - 

He said we have good Reviews -  
\$1,250, \$1,125, \$1,125

\$875.00 2 weeks later 1,250 = 2,250

\$1,125/\$1,125

Closing Notes:  Feb 8<sup>th</sup> - Got an extension.

\* Are you prepared to move out of the home?

\* You don't want to lose your home / your investment.

\* We are Licensed with the State, Bonded and fully transparent.

\* You have an Attorney The Bank has 10 Attorneys - Banks are prepared built to win.

\* Nacca - are paper pushers not negotiators -



\$1,200 - / \$1,125 / \$1,125 -

Attorneys have a license to rob people.  
Sent Agreement - Payment on Friday -

Talk Day - Content - Firm.

\* That's not even our standard fee.  
(+1,250) -

① Raymond Davis - needs new Service 2  
Payment Schedule - 3/30 / 4/15 / 5/15

② Barbara ~~Johnson~~ Robinson ~~X~~  
Carolyn Gaylang - 1801 Dyer road Suit 301  
was current - all in month - Don't -

David Galvin - ~~X~~

Robert Reed - Internet - 34,500 or value 28k  
Judge 30 more days to Refi -  
wife has no interest - ~~X~~ Judge says  
Release wife - Refi Home - Put behind -  
Divorce - Everything Current -  
Streamline - Refi ~~X~~  
886 - # Trying to get there # - Create  
opportunity -



## **SCRIPT [INBOUND CALLS FROM MAILERS]**

Mortgage Assistance, ...Can I get your **ELIGIBILITY** code on the top right corner of your notification **Ref Number:** CAP171880 or your **File No.**... Ok, One Moment...

Our records have now been updated and now indicate that you have called in for assistance with your current **HARDSHIP** on your home loan.

Can I get your first and last name please? First Name: Anthony Last Name: Waplas

My name is \_\_(Your Name)\_\_ and I am a housing counselor with the legal loan processing department and I will be assisting you with the verification of eligibility.

Please note that this call will be recorded for case evaluation and legal purposes but more importantly this information is used by your "mortgage investor" to show as proof to the Government that they are making an attempt to help you with your current Mortgage Hardship.

For verification purposes, may I have your

1. Property Address: Address [REDACTED] City: Pennsauken  
[REDACTED] Zip: 08110-2018
2. Date of Birth: DOB: [REDACTED]
3. Last four digits of your social security number: SSN: [REDACTED]

There are Two reasons why you received this notification from your "Mortgage INVESTOR"

**First**, these notifications are for homeowners who need a more affordable mortgage payment, or have already fallen behind and need to find out if they are eligible for assistance before foreclosure proceedings begin.

**Second**, is to confirm and verify your eligibility for any of the Government Loan Restructuring programs.

In order to pre-qualify you for one of the Government Programs, I will need the following information.

1. Are you the only person on your home loan :: (Yes/No): ( Select ) ▼
2. who else? (Yes/No): ( Select ) ▼
3. Are you current on your mortgage? :: (Yes/No): ( Select ) ▼
  - a. Have you ever been behind on your mortgage payments?: (Yes/No): ( Select ) ▼
  - b. Are you currently behind on your home loan? (Yes/No): ( Select ) ▼
  - c. How many month behind are you? # of months: [REDACTED]
4. What year did you purchase your home? : Purchase Date: [REDACTED]
5. What is your current mortgage payment AMT(No Escrow): [REDACTED]
  - a. Taxes: Property Taxes: [REDACTED]
  - b. Insurance: Home Insurance: [REDACTED]
  - c. Interest rate: Interest Rate: [REDACTED]
  - d. Do you know your approximate Loan Balance: Balance Owed: [REDACTED]
  - e. Do you know approximately how many Years you have left on Loan: [REDACTED]
6. What is your gross monthly income (everyone on loan)? Gross Income: [REDACTED]

1/17/2018

#1853 Edit Lead

7. If answered Y on Q: 1 then = gross monthly income for other person on loan? Gross Income:

8. Do you have a 2<sup>nd</sup> loan on your home or a line of credit? (Yes/No): ( Select ) ▼

a. Are you current or behind on your 2<sup>nd</sup> or line of credit? # Months Behind:

9. Have you received a loan modification within the last three years? (Yes/No): ( Select ) ▼ What year: When:

10. Any HARDSHIP IN LAST 3 YEARS (lost job, job transition, medical issues, etc.):

Explain Applicant Hardship:

**PLEASE HOLD while I update your file.**

Great news...(client name), our system shows that you have an eligibility and based off the information you have given me, your new mortgage payment is estimated at \$Payment AMT(No Escrow):  from flyer or marketing data info 2%  includes Taxes & Insurance. (DTI  % for our records)

If you were to be awarded this payment of \$ . Is this a payment that you would be able to sustain for the life of your loan?

Now, I need you to get a pen and paper to write down your reference number and the list of documents that our system requires within the next **48 hours** in order to confirm and verify your eligibility.

**Case ID #**

1. Current mortgage statement (1<sup>st</sup> and 2<sup>nd</sup> lien ALL PAGES FRONT AND BACK SIDE COPIES)
  - a. Property Tax Bill (if not included in mortgage statement)
  - b. Home Owners Insurance Bill (if not included in mortgage statement)
2. 2 most recent pay stubs (and/or social security award letter, retirement statement)
3. 2 most recent bank statements (ALL PAGES FRONT AND BACK SIDE COPY)
4. Your most recent Federal Tax Returns (ONLY First 4 Pages)
5. Do you live in this home? One utility bill (Electric, Gas, Water)

**You can send your FAX to: (866)798-0379**

**My Direct line:**

**On your fax Cover page please include your...**

1. case ID#
2. Best Call Back telephone number: Home Phone:
3. e-mail address if you have one: Email:

Now, because you are eligible, a notice is sent out to our compliance department with your Case ID number. This information will then be forwarded to **your Mortgage Investor** and it serves as notice that



1/17/2018

#1854

Edit Lead

your **investor** has made an attempt to assist you with your current mortgage payment

In order to keep your case active and to also stay in compliance, you will need to send over your documents to verify your claim within the next 48 hours. That's in the next 2 business days. The system gives you until close of business on \_\_\_\_\_ (day of the week).

THE FOLLOWING SHOULD READ LIKE IT COMES FROM YOU THE REP NOT LIKE ITS A SCRIPT...

Mr./Mrs. \_\_\_\_\_, If for whatever reason you cannot get all of your documents together by \_\_\_\_\_ (day of the week), I would suggest that you fax what you do have in order to keep your case open. Because, ...if the system does not see any activity in the next two days, it will automatically close your case and then you will not be eligible for another 12 months. ...OKAY...

Once we receive your documents, I will call you to review your documents with you. If we have a complete file I will then submit your documents to our **legal processing department for review**. That review process takes about 2 – 3 Business days. During that time, an underwriter will be looking at your specific situation against the guidelines and criteria set by the government programs. After the "review process" you will be assigned a "case manager" to review the results with you and answer any questions.

SPECIAL NOTES:

Save and Close

Mortgage Legal Document



Eligibility Number: CAP081009

Notice: **FINAL**

Notice Date: **May 11, 2017**

Contact: 1-888-238-3303

**IMPORTANT MORTGAGE NOTICE**

RE: 1809 E Dyer Rd Ste 301  
Santa Ana, CA 92705-5740

[www.capitalhomeadvocacycenter.org](http://www.capitalhomeadvocacycenter.org)

A document preparation company

# **STOP FORECLOSURE PROCESS ON YOUR PROPERTY.**

A Notice of Default or Sale has been filed against your property.

**Call us today...We can help you save your home.**

These new programs may enable you to

- **restructure your existing home loan**
- **reduce your monthly mortgage payments**

Your property located at 1809 E Dyer Rd Ste 301 may be eligible for a special modification program created in conjunction with the **2009 Home Owner Affordability and Stability Plan.**

## **FINAL NOTICE**

**It's not too late. We can help.**

**You can immediately STOP any legal action on your property and save your home.**

Loan restructure programs available.

Call us now to place you in the best financial position with your lender.

ADDRESS ELIGIBILITY NOTICE	STATUS
1809 Dyer Rd., Suite #301	NOTIFIED
Eligibility Code: <b>CAP081009</b>	Auction Date <b>5/22/2017</b>

Text Or Call For A **FREE** Evaluation

**SAVE YOUR  
HOME  
TODAY!**

**Text: 1-949-357-4711**  
**Call Toll-Free: 1-888-238-3303**

**Se Habla Español**



Our Services are Guaranteed!

Subject to change. Certain conditions apply. Information obtained through public channels.

This is not a commitment to lend. This is not attorney or legal service; restrictions apply. This information was obtained through public record sources. You may stop doing business with us at any time, you may accept or reject any offer of mortgage assistance. We are not an affiliate of your current lender or any government agency. Rates and terms are subject to change without notice. Not all applicants will qualify. If you stop making your mortgage payment you may damage your credit and lose your home.

## FINAL NOTICE



## URGENT INFORMATION ABOUT YOUR MORTGAGE

3\*29\*1344\*\*\*\*\*MIXED AADC 956  
Elizabeth Powers  
1809 E Dyer Rd Ste 301  
Santa Ana, CA 92705-5740



**U.S. Mail:** The enclosed documents are intended solely for the addressee listed and should be opened by the aforementioned only. Do not bend, fold, tear or mutilate.

## Documents Needed to Escalate File to Processing

**All Files Need to be Filled Out Correctly and Completely. Under NO Circumstances Will Any File Be Assigned to Processing Unless ALL of the Documents Are in the File.**

Paper		Upload
<input type="checkbox"/>	<b>Mortgage Statement</b>	<input type="checkbox"/>
<input type="checkbox"/>	VS Third Party Authorization	<input type="checkbox"/>
<input type="checkbox"/>	Copy of State Drivers License or ID Card	<input type="checkbox"/>
<input type="checkbox"/>	<del>References</del>	<input type="checkbox"/>
<input type="checkbox"/>	VS Cease and Desist Letter	<input type="checkbox"/>
<input type="checkbox"/>	VS Financial Worksheet	<input type="checkbox"/>
<input type="checkbox"/>	VS Hardship Letter	<input type="checkbox"/>
<input type="checkbox"/>	VS RMA	<input type="checkbox"/>
<input type="checkbox"/>	VS 4506-T	<input type="checkbox"/>
<input type="checkbox"/>	VS Dodd-Frank Certification	<input type="checkbox"/>
<input type="checkbox"/>	<b>Proof of Income</b> (Current)	<input type="checkbox"/>
<input type="checkbox"/>	<b>Bank Statements</b> (All Pages for Last Two Months)	<input type="checkbox"/>
<input type="checkbox"/>	<b>Taxes</b> (Last Two Years - Page 2 NEEDS to be Signed)	<input type="checkbox"/>
<input type="checkbox"/>	<b>Utility Bill</b> (With Address & Current)	<input type="checkbox"/>
<input type="checkbox"/>	<b>CHAC Service Agreement</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Client Cooperation Disclosure</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Waiver</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Payment Schedule</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Financial Policy and Agreement</b>	<input type="checkbox"/>

Documents



VS

LAST

# **This call is being recorded for compliance and training purposes.**

## 1. INTAKE

- a. Take Complete Application
- b. Disposition Lead
- c. Make appointment
- d. Explain product

## 2. Rebuttals

### a. What do we do different?

- 1 We are transparent, our Service Agreement is designed for their protection, it is a legal binding document, it spells out what our process will be and what benefits you are expecting. It also states our Guarantee of our services.

2

**GUARANTEE:** *If by our negligence you do not receive a Modification, you are entitled to a refund"*

- 3 We advocate in your behalf, exploring three separate areas of you loan terms, And place you **"in a better financial position with your lender"**

- 1 We pay close attention to your Principal balance and if we find that you owe more on your loan vs the value of your home, we will request for a principal balance reduction.
- 2 Lower your interest rate making your monthly payment more manageable
- 3 If payment not low enough for your set household income, we will request adding additional years to the loan to shrink your payment even more. W
- 4 "without Pre-Payment penalties"
- 5 Always keep you abreast of the step process
- 6 We give you "Peace of Mind"

**\*Reinstate your loan**

**\*Bring your Account Current**

**\*Stop Foreclosure**

**\*Stop "sale Date"**

## 3. Free Evaluation

- a. Our Discovery Assessment department will review your situation and will contact the lender to make sure your case fits the guidelines for Loan Restructure before we accept your case.

## II. Collect all documents and upload

- a. Financial Worksheet
- b. Third party Authorization
- c. Mortgage statement / loan number
- d. Utility bill
- e. 4506T
- f. Proof of income
- g. 2 months bank statements
- h. 2015 & 2016 Taxes all pages (if cannot collect Processing Dept. will collect)
- i. Service agreement
- j. Dodd Frank
- k. Client cooperation disclosure

Explain to client when you applied for this loan you have had to submit a lot of documents such as what we are asking for now. This is part of the process; we are essentially re doing your loan. The lender has to make sure you have the income to substantiate the restructure of your loan.

III. COMPLETE ALL PHASES OF LeadTrak to include:

- 1. Personal information
- 2. Special Notes and Hardship
- 3. Hardship goals
- 4. Property/Lender
- 5. 1<sup>st</sup> mortgage information
- 6. 2<sup>nd</sup> mortgage information
- 7. Monthly expenses
- 8. Documents Upload
- 9. Payment Information

- a. Pitch deal sell it!!!

All submissions must include a payment receipt. No receipt, no commission.



### **Second Lien Modification Program (2MP)**

If your first mortgage was permanently modified under HAMPSM and you have a second mortgage on the same property, you may be eligible for a modification or principal reduction on your second mortgage as well, through MHA's Second Lien Modification Program (2MP). 2MP works in tandem with HAMP to provide comprehensive solutions for homeowners with second mortgages to increase long-term affordability and sustainability. If the servicer of your second mortgage is participating, they can evaluate you for a second lien modification.

#### **+ Eligibility**

You may be eligible for 2MP if you meet all of the following criteria:

Your first mortgage was modified under HAMP.

You must not have been convicted within the last 10 years of felony larceny, theft, fraud or forgery, money laundering or tax evasion, in connection with a mortgage or real estate transaction.

You have not missed three consecutive monthly payments on your HAMP modification.

\*Eligibility criteria are for guidance only. Contact your mortgage servicer to see if you are eligible for 2MP.



1500-

### A traditional loan modification

is assistance provided by lenders through various "in-house modification" programs. But you may be required to provide some kind of upfront funds to the lenders by way of "good faith deposits" to get an approval for this type of mortgage loan modification. This is how it differs from the loan modification provided under the making home affordable program. And the rate of interest provided on these modifications might not be as low as those offered on the government loan modification plans and the interest rates can also be variable throughout the term of the home mortgage loan.

The federal government's form of providing a mortgage loan modification is the home affordable modification plan which is also known as the HAMP. This type of loan modification offers monetary incentives to struggling homeowners and lenders. Further, it is possible to obtain rate of interest which may be as low as 2% and get duration of mortgage loan extended up to 40 years. The incentive received will be adjusted against reduction of principal loan dues owed. To secure the benefits of the HAMP, borrowers must meet certain eligibility conditions

### In-House Modification

An in-house modification is more flexible because it's totally up to the lender to change the terms. A homeowner who doesn't qualify for HAMP can get an in-house modification if he can prove to the lender that it is justified. You'll still have to provide complete financial information, based on net income rather than the gross income used by HAMP.

### Principal Reduction Alternative (PRA)

If your home is currently worth significantly less than you owe on it, MHA's Principal Reduction Alternative (PRA) was designed to help you by encouraging mortgage servicers and investors to reduce the amount you owe on your home.

#### **+ Eligibility**

You may be eligible for PRA if:

Your mortgage is not owned or guaranteed by Fannie Mae or Freddie Mac.

You owe more than your home is worth.

You occupy the house as your primary residence.

You obtained your mortgage on or before January 1, 2009.

PX 33

Kaufman Att. I

Your mortgage payment is more than 31 percent of your gross (pre-tax) monthly income

interest. As the loan matures, larger portions go towards paying down the principal. **Methods**= straight line (linear), declining balance, annuity, bullet (all at once), increasing balance (negative amortization).

- **Reverse Mortgage**- is a form of equity release (or lifetime mortgage) available in the United States. It is a loan available to seniors aged 62 or older, under a Federal program administered by HUD. It enables eligible homeowners to access a portion of their equity. The homeowners can draw the mortgage principal in a lump sum, by receiving monthly payments over a specified term or over their (joint) lifetimes, as a revolving line of credit, or some combination thereof. The homeowners' obligation to repay the loan is deferred until owner (or survivor of two) dies, the home is sold, they cease to live in the property, or they breach the provisions of the mortgage (such as failure to maintain the property in good repair, pay property taxes, and keep the property insured against fire, etc). The owner can be out of the home for up to 364 consecutive days (i.e., into aged care).

- **Heloc**- (Home Equity Line of Credit) A line of credit extended to a homeowner that uses the borrower's home as collateral. Once a maximum loan balance is established, the homeowner may draw on the line of credit at his or her discretion. Interest is charged on a predetermined variable rate, which is usually based on prevailing prime rates. Once there is a balance owing on the loan, the homeowner can choose the repayment schedule as long as minimum interest payments are made monthly. The term of a HELOC can last anywhere from less than five to more than 20 years, at the end of which all balances must be paid in full.

Several factors can lead to strong growth rates in this type of borrowing:

- Increased retail sales channels, which have brought HELOCs to the masses. Most of these sales channels come from local banking institutions.
- Rising home values, which increase the amount of equity available to homeowners
- Prevailing low interest rates coupled with moderate inflation
- The fact that mortgage interest is often tax-deductible, making it more attractive than alternative borrowing methods

Because HELOC interest is variable, homeowners must be aware of prevailing interest rates -a spike can cause repayment balances to rise rapidly.

- **Fannie Mae**- Fannie Mae is a government-sponsored enterprise chartered by Congress to keep money flowing to mortgage lenders, to help strengthen the U.S. housing and mortgage markets, and to support affordable homeownership. We are a national mortgage finance company, but we don't offer home loans. We stand behind mortgage lenders – local and national banks, thrifts, credit unions, and other financial institutions in all 50 states – to securitize or buy the mortgage loans they originate, enabling them to replenish their funds so they can lend to other homeowners. Similarly, we work to keep funds flowing to support affordable rental housing. We're also focused on helping struggling families. By working with our partners, we're helping families prevent foreclosure and keep their homes whenever possible. When foreclosure is unavoidable, we work to sell homes quickly at or near market value to people who will live in those homes. That helps to stabilize neighborhoods and home values. We are committed to creating long-term value to help build a strong, sustainable housing market for the future.
- **Freddie Mac**- Federal Home Loan Mortgage Corporation (FHLMC) known as Freddie Mac is a public government sponsored enterprise (GSE). Freddie Mac buys mortgages on the secondary market, pools them, and sells them as a mortgage-backed security to investors on the open market.

## Important Key Terms

- **Conventional Mortgage**- A type of mortgage in which the underlying terms and conditions meet the funding criteria of Fannie Mae and Freddie Mac. About 35-50% of mortgages, depending on market conditions and consumer trends, are conventional mortgages. In other words, Fannie Mae and Freddie Mac guarantee or purchase 35-50% of all mortgages. Conventional mortgages may be fixed-rate or adjustable-rate mortgages.  
The secondary market for conventional mortgages is extremely large and liquid. Most conventional mortgages are packaged into pass-through mortgage-backed securities, which trade in a well-established forward market known as the mortgage TBA (to be announced) market. Many conventional pass-through securities are further securitized into collateralized mortgage obligations (CMOs).
- **Adjustable**- Any interest rate that changes on a periodic basis. The change is usually tied to movement of an outside indicator, such as the prime interest rate. Movement above or below certain levels is often prevented by a predetermined floor and ceiling for a given rate. For example, you might see a rate set at "prime plus 2%". This means that the rate on the loan will always be 2% higher than the prime rate, which changes regularly to take into account changes in the inflation rate. For an individual taking out a loan when rates are low, a fixed rate loan would allow him or her to "lock in" the low rates and not be concerned with fluctuations. On the other hand, if interest rates were historically high at the time of the loan, he or she would benefit from a floating rate loan, because as the prime rate fell to historically normal levels, the rate on the loan would decrease.
- **Negative Amortization**-An increase in the principal balance of a loan caused by making payments that fail to cover the interest due. The remaining amount of interest owed is added to the loan's principal, which ultimately causes the borrower to owe more money. For example, if the periodic interest payment on a loan is \$500 and a \$400 payment may contractually be made, \$100 is added to the principal balance of the loan. Adjustable-rate mortgages with a negative amortization feature are typically known as payment option ARMs. Fixed-rate mortgages with this feature are known as graduated payment mortgages. While these mortgages can provide borrowers with the ability to make low monthly payments for a short time, the monthly payments must increase substantially at some point over the term of the mortgage. The date or dates when payments increase on a fixed-rate graduated-payment mortgage are known with certainty. Payment option ARMs also have scheduled payment increases, but they carry triggers that can cause the mortgage to recast before a scheduled payment increase. As a result, payment option ARMs carry a great deal of payment shock risk.
- **Amortization Schedule**- is a table detailing each periodic payment on an amortizing loan (typically a mortgage), as generated by amortization calculator. Amortization refers to the process of paying off a debt (often from a loan or mortgage) over time through regular payments. A portion of each payment is for interest while the remaining amount is applied towards the principal balance. The percentage of interest versus principal in each payment is determined in an amortization schedule. While a portion of every payment is applied towards both the interest and the principal balance of the loan, the exact amount applied to principal each time varies (with the remainder going to interest). An amortization schedule reveals the specific monetary amount put towards interest, as well as the specific amount put towards the principal balance, with each payment. Initially, a large portion of each payment is devoted to

## **GLOSSARY OF CERTAIN LOSS MITIGATION OPTION TERMS**

***Repayment Plan*** – Allows you to pay past due amounts on your loan over a specified time period to bring your loan current. Each plan payment includes your regular monthly payment plus a portion of the past due amount. The term of the loan will vary based on your ability to repay.

***Trial Period Plan/Forbearance*** – Forbearance allows you to temporarily suspend or reduce your payments for a specified time period. Under a trial period payment plan, you make specified payments over a short period of time to demonstrate your ability and willingness to pay a specified amount. The payment under a trial period plan may be higher than the original payment amount when your loan was originated.

Most of our loan owners require that you make a good faith payment (which is generally a percentage of the past due debt) in connection with a trial period payment plan. A Rushmore Home Retention Specialist can tell you if your loan owner normally requires a good faith payment and what the amount would be based on your loan owner's guidelines. As part of the borrower assistance application, you will be asked to submit proof that you have funds available for a good faith payment. You may submit a borrower assistance application even if you have less funds available for a good faith payment than that your Home Retention Specialist tells you is typically required, or if you do not have any funds available for such a payment. No payment is required to submit an application for a loan modification and no payment is required until after you have been approved for a trial period payment plan. If you are approved for a trial period payment plan, your plan will specify the amount of any required good faith payment. You must make your good faith payment for your plan to become effective. Any required good faith payment will be in addition to your regular monthly plan payments. The good faith payment is applied to reduce your outstanding debt.

***Loan Modification*** – Permanently modifies the terms of your loan. May change one or more terms of your loan in order to help you bring a defaulted loan current and prevent foreclosure. A loan modification may include one or more of the following:

- An interest rate reduction
- In certain cases, a forgiveness of a portion of principal
- An extension of the maturity of the debt
- Spreading the past due amount over the remaining term
- A deferment of a portion of the outstanding debt.

## Important questions to ask your client that will help the process of your file!

- If you can remember, when was the last payment made to your lender?
- Approximately how months are you behind?
- Are you in foreclosure?
- Do you have a sale auction date?
- Do you know what type of loan do you have?
- Have you ever applied for a loan modification or any other form of assistance from your lender? If so were you approved and if not approved, why?
- What was your interest rate? Was it a fixed or adjustable?
- How much was your regular monthly payment for?
- Do you have HOA dues to pay? If so please send a statement.
- Are there any other persons on the loan? (alive or dead)
- Do you have any other sources of income such as side jobs, roommate, child support or spousal support?
- How many people in total live in the home and how many are minors and what are their ages?
- Did you put any money away during this time that you have not paid your mortgage in case we are asked to come up with a lump sum?
- What are your intentions with this home loan should you qualify for assistance?
- Should you not get any assistance with your home loan what do you fear will happen and how will it affect you & your family? (you may want to ask this question towards the end of your call after you have mentioned that there is a cost maybe because you can use it as a tool to close successfully)

If your client is divorced and they were awarded the home please ask for documents pertaining to it such as divorce decree, quick claim deed, or any document from the court that states you are entitled the home.

Hardship letter must be as detailed as possible with dates as to when their hardship began and when it has or will end. Remember their hardship letter must match up with the dates they stopped paying.

**PLEASE DO NOT FORGET TO ASK ALL OF THE OTHER QUESTIONS YOU NORMALLY ASK THESE ARE JUST SOME THAT WILL HELP US EXPEDITE YOUR FILE FASTER & BETTER!**



MW 4280 / -

**SERVICES: Revised 01/05/2018**

	<b><u>FEES</u></b>	<b><u>COMP</u></b>
<b><u>Standard Loan Modification Request Doc Preparation</u></b> (Requirements) <ul style="list-style-type: none"><li>• 1 or more months late</li><li>• NOS / Notice of Sale</li><li>• NOD Notice of Default</li></ul> <i>These fees will include \$695.00 house fee this fee will be taken off the first initial payment before any commission is paid out.</i>	\$2995.00 – \$3895.00	Comp: 25%
<b><u>Complaint process</u></b> (if client has been denied a Modification in the past) or If we submitted a standard Loan Modification Request and it was denied House fee applies to both Phase I & Phase II	\$4500.00 - \$6500.00	Comp: 25%
<b><u>Eviction Defense</u></b> If client has a fixed income we can go as low as \$1500 Onetime payment plus : \$75.00 every \$750.0 payment collected thereafter	\$2000 – 2500 Plus \$750.00 per month	Comp: \$150
<b><u>Reverse Mortgage Negotiation</u></b> No house fee imposed. All negotiation services must be paid in full within a 20 day period	\$2000.00 - \$2500.00	Comp: \$200.00
<b><u>Any Negotiation File</u></b> No house fee imposed. All negotiation services must be paid in full within a 20 day period	\$2500 - \$3500	Comp: \$200.00
<b><u>Doc Prep Package</u></b> No house fee imposed, Doc Prep Package should always be "ONE TIME PAY"	\$1500 - \$2000	Comp: \$200.00
<b><u>V.O.D</u></b> (Validation of Debt) Client must have 30 days before sale date. No house fee imposed, V.O.D. Fees must always be a ONE TIME PAY"	\$1200 - \$1500	Comp: \$200
<b><u>Streamline Refinance</u></b> Client must have had no lates in the past 6 months / must be current BUT" with a hardship to lower interest rate.	\$2995.00	Comp: 15%
<b><u>Reassessment Fee</u></b> If client is non compliant or has had file on hold for non/ payment for over 30 days Fee to reopen file	\$59500	Comp: none
<b><u>*Collections</u></b> Any collections from agent residuals, done by house collection methods, agent will only receive 10% commission. It is your duty (Agent) to collect on your residuals, If House sends an email or makes a phone call in collection efforts of your residual money, .. You will only receive partial commission		Comp: 10%

# Attachment J