June 2013 Newsletter

Complete Loan Modification Application Requirement in the Homeowner Bill of Rights

HBOR prohibits a foreclosing entity from recording a NOD, NTS, or conducting a foreclosure sale while a complete loan modification application is pending. CC §§ 2923.6, 2924.10. Submitting a "complete" application is therefore essential to any borrower's dual tracking claim. Sections 2923.6(h), 2924.18(d), and 2924.10(b) provide some statutory guidance on defining a "complete" application, but they use identical language:

> For purposes of this section, an application shall be deemed "complete" when a borrower has supplied the mortgage servicer with all documents required by the mortgage servicer within the reasonable timeframes specified by the mortgage servicer.

If a borrower is applying for a HAMP modification, compliance with the HAMP handbook requirements should satisfy the complete application requirement. The HAMP handbook lists the documentation comprising a complete HAMP initial package: a Request for Mortgage Assistance (RMA) form (available at www.HMPadmin.com), tax forms (IRS Form 4506-T or 4506T-EZ), evidence of income, and the Dodd-Frank Certification. *See* Making Home Affordable, *Handbook for Servicers of Non-GSE Mortgages*, v.4.2, ch. II, secs. 4 & 5 (May 1, 2013). Once the borrower submitted a complete HAMP package, the borrower should satisfy the completed loan modification application under HBOR.

Very few courts have considered what constitutes a "complete application" or which documents a servicer may reasonably request. In *Singh v. Bank of America, N.A.*, 2013 WL 1858436 (E.D. Cal. May 2, 2013), the court granted a preliminary injunction stopping a foreclosure sale based on a § 2923.6 dual tracking allegation. There the borrowers alleged they had submitted a complete application to Bank of America and "BoA [did] not dispute Plaintiff's assertion." *Id*. at *2.

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Reasonable timeframe specified by the mortgage servicer

If the borrower failed to submit a complete application initially, disputes may also arise over whether the servicer provided a "reasonable timeframe" for the borrower to provide the missing documents to complete the application. A servicer has to provide a written response to the borrower within five business days of receiving documentation which the borrower believes to be a complete application. CC § 2924.10(a). The servicer must alert the borrower if documentation is missing, which documents are missing, if there are any expiration dates for the documents already submitted (requiring the borrower to collect and re-submit updated documents), and any deadlines to submit missing or additional documentation. CC § 2924.10(a)(1)-(4). Whatever "timeline" the servicer sets, then, must at least be communicated to the borrower within five business days from receipt of the borrower's original submission.

To preserve a dual-tracking claim, then, the borrower must respond to a servicer's reasonable requests for additional documentation. A recent decision from Northern District of California illustrates the importance of responding to documentation requests, as the court denied a preliminary injunction in a dual-tracking case specifically because the borrower failed to meet her servicer's deadline. *Lindberg v. Wells Fargo Bank N.A.*, 2013 WL 1736785, at *3 (N.D. Cal. Apr. 22, 2013). In *Lindberg,* the borrower simply said that Wells asked for "additional documents and the same documents over and over again." *Id*. The court was unsympathetic even though Wells Fargo required the borrower to submit a "checklist of documents" within six days, and all documents had to be dated within the past 30 days. *Id*. The borrower admitted she was unable to gather this information in the six-day timeframe but did not appear to challenge the deadline as unreasonable. The court did not comment on this tight deadline, simply writing that "plaintiff did not submit a completed loan modification application in response to this letter" and denied the borrower's request for a preliminary injunction. *Id*. at *3-4.

Material change in financial circumstances

Borrowers who had been previously reviewed for a loan modification are generally not eligible to receive HBOR's dual tracking protections, unless there is a material change in financial circumstances. CC § 2923.6(g). Two cases illustrate how borrowers who had prior loan modification reviews can still obtain dual-tracking protections by demonstrating a change in financial circumstances. In *Bitker v. Suntrust Mortgage Inc.*, No. 13cv656-CAB (WMC) (S.D. Cal. Mar. 29, 2013) (more fully summarized below), the court granted the borrower a TRO, finding she had sufficiently demonstrated a "material change in her financial circumstances," documented the change, and submitted her information to her servicer, renewing her modification application. Under § 2923.6(g) then, her servicer should have stopped all foreclosure proceedings while they re-evaluated her for a loan modification. The plaintiffs in *Winterbower v. Wells Fargo Bank, N.A.*, 2013 WL 1232997 (C.D. Cal. Mar. 27, 2013), on the other hand, made the same § 2923.6(g) argument but did not get a TRO. These borrowers wrote a letter telling their servicer that they had "decreased their expenses from $25,000 per month down to $10,000 per month." The court agreed with defendant Wells Fargo that this letter did not meet the "documentation" and "submission" requirements in§ 2923.6(g). *Id.* at *3.

Extension of HAMP and GSE-HAMP Programs

The HAMP program was set to expire December 31, 2013. On May 30, 2013, the Obama Administration announced that the program would be extended through December 31, 2015. The Treasury Department's press release is available at http://www.treasury.gov/press-center/press-releases/Pages/jl1959.aspx.

Also on May 30, 2013, the Federal Housing Finance Agency announced the extension of the HAMP program for GSE-mortgages held by Fannie Mae and Freddie Mac, through December 31, 2015. That press release is available at http://www.fhfa.gov/webfiles/25274/HAMPandStreamlinedModExtenstions053013.pdf.

Summaries of Recent Cases

State Cases

Authority to Foreclose, CC § 2932.5, UCL Standing, and QWR Requirements

Jenkins v. JP Morgan Chase Bank, N.A., __ Cal. App. 4th __, 2013 WL 2145098 (May 17, 2013): A borrower may not prevent a FC by alleging, without a "specific factual basis," that the beneficiary or the beneficiary's agent does not have the authority to foreclose. This would effectively place an additional requirement on foreclosing entities (to prove their authority to foreclose) on top of the existing statutory requirements. *Gomes v. Countrywide Home Loans, Inc.*, 192 Cal. App. 4th 1149, 1154-57 (2011). Nor do foreclosing entities need to prove they hold the promissory note to proceed with a nonjudicial FC. *Debrunner v. Deutsche Bank Nat'l Trust Co.*, 204 Cal. App. 4th 433, 440-42 (2012). Finally, the foreclosing party does not require an *actual* beneficiary interest in both the promissory note and the DOT. Cal. Civ. Code § 2924 (a)(1) (giving broad authorization to foreclose to a "trustee, mortgagee, or beneficiary, or any of their authorized agents . . . .").

California CC § 2932.5 pertains to *mortgagees*, granting their assignees the power to sell if the assignment is "duly acknowledged and recorded." By contrast, DOTs give *trustees* the power to sell or transfer title. The recording requirements in § 2932.5, then, do not apply to assignments of DOTs, but only to mortgages. This reading of § 2932.5, while currently consistent with California state court rulings, has been questioned and rejected by federal courts. The California Supreme Court has yet to explicitly rule on the issue (see *In re* Cruz, below).

Under California's Unfair Competition Law (UCL), a plaintiff must demonstrate (1) an injury in fact (lost money or property); (2) caused by the unfair competition. Cal. Bus. & Prof. Code § 17204. The initiation of FC proceedings can show a "diminishment of a future property interest" and qualify as an economic injury, supporting the first part of a UCL claim.

Injury and causation are also at the heart of a qualified written request (QWR)-based RESPA claim. 12 U.S.C. § 2605(e)(1)). Under federal pleading standards, a plaintiff must plead "specific facts" related to the QWR and show "pecuniary damages." *Allen v. United Fin. Mortg. Corp.*, 660 F. Supp. 2d 1089, 1097 (N.D. Cal. 2009). The alleged harm must stem from the RESPA violation itself, rather than from the loan default. It would be difficult to show causation if a QWR was submitted *after* default and NOD because, in that circumstance, the alleged harm likely stemmed from the default itself rather than from a deficient QWR response.

SOL Tolling and Lender Liability for Broker's Fraud

Fuller v. First Franklin Fin. Corp., __ Cal. App. 4th __, 2013 WL 2326729 (May 1, 2013): Under the doctrine of fraudulent concealment, a statute of limitations can toll if defendant's concealment "has caused a claim to grow stale." *Aryeh v. Canon Bus. Solutions, Inc.*, 55 Cal. 4th 1185, 1192 (2013). A plaintiff must show, "with the same particularity as with a cause of action for fraud:" 1) when they discovered the facts giving rise to the claim; 2) how they discovered those facts; and 3) why they did not discover the fraud earlier. Asking general questions about the loan at a closing does not indicate that borrowers were –or should have been—aware of a broker or appraiser's deceptive practices. A borrower's financial naiveté may be considered in evaluating an alleged deceptive and predatory real estate deal.

After a borrower first learns of deceptions or misappraisals, they may spend time negotiating with the original lender, finding a new lender, or attempting a loss mitigation strategy. They may, therefore, fail to immediately contact an attorney or otherwise act on their knowledge of the fraud. As a matter of law, these actions are reasonable and should not negatively affect the timeliness of a borrower's claim.

Fraud claims rooted in allegations that a lender conspired with a broker to deceive or mislead borrowers, or that a broker acted as the lender's agent in arranging deceptive loans both deserve to survive a demurrer.

UCL claims must be pled with "reasonable particularity." *Khoury v. Maly's of California, Inc.*, 14 Cal. App. 4th 612, 619 (1993). An

allegation that a lender participated in a scheme to over-appraise properties, preying upon unqualified borrowers to bulk up the bundles of mortgages eventually sold to investors, is sufficiently particular. So too is an allegation that a lender gave their broker an undisclosed kickback from closing costs.

Trial Period Plans: Enforceable Contracts and the Statute of Frauds Defense

Brown v. CitiMortgage Inc., 2013 WL 2144916 (Cal. Super. Ct. Apr. 29, 2013): A trial period plan (TPP) may create an enforceable contract if the borrower performs all essential aspects of the TPP, without further action by the servicer. *Barroso v. Ocwen Loan Servicing*, 208 Cal. App. 4th 1001, 1013 (2012). A servicer's failure to sign and return the TPP documents to the borrower does not affect the contract's enforceability.

A borrower's partial performance of a TPP may bar a servicer's statute of frauds defense to a breach of contract claim where the servicer did not sign the TPP or modification documents. *Sutton v. Warner*, 12 Cal. App. 4th 415, 422 (1993).

Cal. Civ. Proc. Code § 1161a: Notices to Vacate for Tenants After Foreclosure

Aurora Loan Servs. v. Akins, 2013 WL 1876137 (Cal. App. Div. Super. Ct. Apr. 26, 2013): On an appeal from an unlawful detainer judgment, tenant argued that plaintiff's 3-day notice to quit was improper under Cal. Civ. Proc. Code § 1161a(c) (requiring at least the length of the periodic tenancy for notices given to tenants after foreclosure). The trial court found defendant to be a bona fide, month-to-month tenant, but did not find the 3-day notice to vacate insufficient. The Court of Appeal found this to be in error and reversed the judgment because a tenant with a month-to-month tenancy should have received at least a 30-day notice.

Federal Cases

Financial Institution's Duty of Care

Yau v. Deutsche Bank Nat'l Trust Co. Am., 2013 WL 2302438 (9th Cir. May 24, 2013): The Ninth Circuit remanded the case to decide whether the district court should have given plaintiffs the opportunity to add a negligence claim in light of *Jolley v. Chase Home Fin., LLC*, 213 Cal. App. 4th 872 (2013), which was decided after the district court's initial ruling granting the bank's motion to dismiss and denying leave to amend. The court discussed the split among California courts of appeal on the rigidity of the "general rule" from *Nymark* that the typical lender-borrower relationship does not give rise to a duty of care. By contrast, *Jolley* held that, due to public policy considerations expressed in the HBOR legislation, there is a triable issue of fact whether certain circumstances may give rise to a reasonable duty of care owed by a lender to a borrower. The court declined to resolve the conflict, but remanded the case for the district court to make that determination in the first instance.

Trial Period Plans: When a Servicer Must Offer a Permanent Modification

Young v. Wells Fargo Bank, N.A., __ F.3d __, 2013 WL 2165262 (1st Cir. May 21, 2013): A borrower's compliance with a TPP contractually requires their servicer to offer a permanent loan modification. *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 565-66 (7th Cir. 2012). Section 3 of the TPP in this case specified *when* Wells Fargo had to offer the permanent modification:

> Provided I make timely payments during the Trial Period and both the Lender and I execute the Modification Agreement, I understand that my first modified payment will be due on the Modification Effective Date (i.e. on the first day of the month following the month in which the last Trial Period Payment is due).

This statement would reasonably lead the borrower to believe that the permanent loan modification would arrive and be in effect before the last day of the TPP. Compare this statement to the TPP's Section 2.G.:

> [The TPP] is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed.

Wells cited Section 2.G. as proof that they did not have to offer the permanent loan modification until some undefined time after the "effective date." The court said Wells could not use Section 2.G. to "advance the unreasonable proposition that they can unilaterally render large swaths of the TPP nugatory." The ambiguity between these two TPP sections was enough to survive a motion to dismiss.

"Debt Collector" Under California's Rosenthal Act

***In re* Landry**, __ B.R. __, 2013 WL 2211628 (Bankr. E.D. Cal. May 15, 2013): The incorporation of some of the provisions of the FDCPA into California's Rosenthal Act does not mean the two laws, or their analyses, are identical. "Debt collector" has a much broader definition in the Rosenthal Act. The FDCPA refers to *third-party* debt collectors, whereas the Rosenthal Act indicates that *any* party acting to collect *any* debt (secured or unsecured) in the ordinary course of business can be a "debt collector." This definition encompasses "a creditor attempting to collect any consumer debt owed to that creditor." Since a loan servicer acts as a creditor's agent in servicing the loan (debt) and foreclosing if necessary, the servicer is also considered a "debt collector" under the Rosenthal Act. A debt secured by real or personal property is no less a "debt" under the Rosenthal Act or FDCPA, and it remains a "debt" even after foreclosure proceedings begin. Foreclosure is simply a method of debt collection.

Trespass and Wrongful Eviction Claims in Lockout Case

Makreas v. First Nat'l Bank of N. Cal., 2013 WL 2436589 (N.D. Cal. June 4, 2013): After foreclosure, the bank changed the locks on the

borrower's property instead of filing an unlawful detainer action. The borrower sued for trespass, wrongful eviction, conversion, forcible detainer, wrongful foreclosure, among other claims. The court granted summary judgment for the borrower on the trespass and wrongful eviction claims.

On the trespass claim, the court said that the borrower need only demonstrate peaceful possession, not "lawful possession," to state a trespass claim. Here, the court granted summary judgment to the borrower on the trespass claim because he proved peaceful possession and trespass: 1) he kept a "reasonably significant amount of personal property" at the location; 2) he notified the trespassing party of his intent to possess the property and; 3) the trespassing party changed the locks without his permission.

The court also granted summary judgment for the borrower on the wrongful eviction claim because a successful trespass claim provides the basis for a successful wrongful eviction claim.

The court also denied the defendants' motion for summary judgment on the plaintiff's IIED claim and allowed the claim to proceed. The court noted that the act of foreclosure, by itself, does not rise to the "outrageous" threshold required by IIED claims, but locking out someone who was in peaceful possession of a property can be considered "outrageous" conduct. *See Davenport v. Litton Loan Servicing, LP*, 725 F. Supp. 2d 862, 884 (N.D. Cal. 2010).

Preemption; Res Judicata

Hopkins v. Wells Fargo Bank, N.A., 2013 WL 2253837 (E.D. Cal. May 22, 2013): A national bank such as Wells Fargo cannot claim HOLA preemption simply because it bought a loan that originated with a federal savings association. If the conduct in question occurred after the bank became the successor-in-interest to the originating federal savings association, then the bank cannot claim HOLA preemption. *See Gerber v. Wells Fargo Bank, N.A.*, 2012 WL 413997, at *4 (D. Ariz. Feb. 9, 2012) (holding that the National Banking Act applies to the conduct of national banks, regardless of loan origination).

If a foreclosing bank brings a successful unlawful detainer action against a borrower, and the "sole basis" for establishing the bank's right to possession was proving "duly perfected" title, then a subsequent wrongful foreclosure claim against the bank is barred by res judicata if the basis for that claim is also validity of title.

Promissory Estoppel

Panaszewicz v. GMAC Mortg., LLC, 2013 WL 2252112 (N.D. Cal. May 22, 2013): There are four elements to promissory estoppel: 1) a clear and unambiguous promise; 2) reliance on that promise; 3) reliance that is reasonable and foreseeable; and 4) actual injury to the alleging party. Elements (2) and (4) are referred to collectively as "detrimental reliance." If a borrower alleges that a servicer promised and then refused to postpone a FC sale, a borrower must show detrimental reliance by demonstrating a change in their activity instigated by the promise. They can do this by showing "preliminary steps" (like filing at TRO to stop the FC, or initiating a bankruptcy petition) which they withdrew because of the promise. It would be insufficient for a borrower to claim that they *would* have taken different action *if* the promise to postpone the sale had not been made.

A borrower may set aside the sale if they are able to cure their default and reinstate their loan prior to the FC sale. Absent such reinstatement, a borrower's recovery under a promissory estoppel theory is limited to damages.

Wrongful Foreclosure; HOLA Preemption

Nguyen v. JP Morgan Chase Bank N.A., 2013 WL 2146606 (N.D. Cal. May 15, 2013): A claim for wrongful foreclosure may be brought *before* the foreclosure sale if: plaintiff seeks to enjoin the sale alleging inaccurate or false mortgage documents and if plaintiff has received a NTS. Losing a home to foreclosure constitutes irreparable harm and injunctive relief is appropriate in that situation.

In assessing whether a foreclosing entity had the requisite power to foreclose, a court may take judicial notice of the existence of foreclosure documents, but should "not as a matter of law accept their contents as absolute." If a borrower can allege problems in the chain of title with

enough specificity to challenge a servicer's version of events, there is a triable issue of fact whether or the servicer (or other foreclosing entity) had the authority to foreclose. Servicers do have the power to foreclose, but only as the beneficiary's "authorized agent." CC § 2924(a)(1). If the beneficiary's identity is unclear or disputed, this authorization would be difficult to prove; a servicer cannot claim they were the "authorized" agent of an unknown party.

Addressing the argument that § 2923.5 is preempted by federal law, the court chose the Home Owner Loan Act preemption analysis over the National Banking Act rubric even though JP Morgan Chase is a national bank. *See DeLeon v. Wells Fargo Bank, N.A.*, 729 F. Supp. 2d 1119 (N.D. Cal. 2010) (holding that if the loan originated with a federal savings association, a court should subject any successor-in-interest, even a national bank, to HOLA preemption). The court quickly found § 2923.5 preempted by HOLA on the basis that "an overwhelming number of federal courts" have deemed its notice and disclosure requirements as affecting the processing and servicing of mortgages.

CC § 2932.5's Applicability to Deeds of Trust

***In re* Cruz**, 2013 WL 1805603 (Bankr. S.D. Cal. Apr. 26, 2013): A federal bankruptcy court should follow decisions of intermediate state appellate courts (*Lewis v. Tel. Employees Credit Union*, 87 F.3d 1537 (9th Cir. 1996)) unless there is contrary controlling authority. *Dimidowich v. Bell & Howell*, 803 F.2d 1473 (9th Cir. 1986). The issue in this case is whether CC § 2932.5 applies to both mortgage and deed of trust assignments. State courts have consistently applied the statute exclusively to mortgages and the California Supreme Court denied review of, and declined to depublish, three Court of Appeal cases adopting this view. Ultimately, this court believed § 2932.5 applies to both DOTs and mortgages, but was extremely hesitant to predict how the California Supreme Court would rule on the issue. The court asked the parties to submit supplemental briefings on whether or not the court should discretionarily abstain from hearing this case.

CC § 2923.6 Dual Tracking Claim: Change in Financial Circumstances

Bitker v. Suntrust Mortg. Inc., No. 13cv656-CAB (WMC) (S.D. Cal. Mar. 29, 2013): The court granted the homeowner's TRO application pursuant to the Homeowner Bill of Rights, citing her "reasonable chance of success on the merits . . . particularly as [her § 2923.6 claim] relate[s] to Defendants' conduct during the loan modification proceedings." Even though the homeowner was previously reviewed for a loan modification, the court held that she sufficiently demonstrated a "material change in her financial circumstances," that allowed her to trigger § 2923.6's dual tracking protection. The court agreed with previous decisions that foreclosure constitutes irreparable harm.

The court did not find a bond appropriate for two reasons. First, there is no "realistic harm" posed to the defendants in temporarily halting the foreclosure because their interests are secured by the DOT. Second, the court found that waiver of the bond was appropriate because the case "involves the enforcement of a public interest."

Out of State Cases

Protecting Tenants at Foreclosure Act: Timing of Eviction

Fifth Third Mortg. Co. v. Foster, 2013 WL 2145931 (Ill. App. Ct. May 14, 2013): Under the Protecting Tenants at Foreclosure Act, purchasers at foreclosure sales may not commence eviction actions against tenants with leases until after the expiration of the lease. This holding is similar to that in *Fontaine v. Deutsche Bank Nat'l Trust Co.*, 372 S.W.3d 257 (Tex. App. 2012), where the court remanded an eviction case to hear evidence on whether tenant had a "bona fide" lease under the PTFA.

HAMP 30-Day Foreclosure Postponement Requirements

Nivia v. Bank United, __ So. 3d __, 2013 WL 2218013 (Fla. Dist. Ct. App. May 22, 2013): HAMP Supplemental Directive 10-02 (Mar. 24, 2010) requires that a servicer or mortgagee postpone a foreclosure sale until 30 days after they notify a borrower of a modification denial. This 30-day postponement is not required if the borrower requested a

modification *after* the foreclosure date had already been established *and* the borrower's application was denied because they were ineligible under HAMP.

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Title: *Homeowner Bill of Rights*
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Leah Simon-Weisberg is the Legal Director of Tenants Together. Before joining TT, Leah was the managing attorney of the Anti-Predatory Lending and Home Mortgage Foreclosure Prevention Practice at Community Legal Services in East Palo Alto (CLSEPA). Leah previously served as co-Executive Director of the Eviction Defense Network (EDN) in Los Angeles, California. At EDN, Leah litigated over 1,000 unlawful detainer cases on behalf of tenants facing eviction in Los Angeles County. Leah has extensive experience providing education to legal service providers and tenants facing eviction.
Madeline Howard is a staff attorney with Western Center on Law and Poverty based in San Francisco. She focuses on tenant-in-foreclosure issues as part of the Homeowner Bill of Rights Collaborative. Madeline most recently worked as a staff attorney in the San Jose and San Francisco offices of Bay Area Legal Aid, where she represented low-income tenants against landlords and major lending institutions.

The HBOR Collaborative is funded by the Office of the California Attorney General under the national Mortgage Settlement. The Collaborative is a partnership of four organizations, National Housing Law Project, National Consumer Law Center, Tenants Together and Western Center on Law and Poverty. We offer free training, technical assistance, litigation support, and legal resources to California's consumer attorneys and the judiciary on all aspects of the new California Homeowner Bill of Rights, including its tenant protections. The goal of the Collaborative is to ensure that California's homeowners and tenants receive the intended benefits secured for them under the Homeowner

Bill of Rights by providing legal representation with a broad array of support services and practice resources.

Questions?

- For help registering for this webinar please contact: tln@tenantstogether.org
- For questions about HBOR's tenant protections please contact: Leah at leah@tenantstogether.org or Madeline at mhoward@wclp.org

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