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14 Individually and on Behalf of All Others Similarly Situated

ENDORSED
FILED
ALAMEDA COUNTY

MAR 24 2017

CLERK OF THE SUPERIOR COURT,
By Lanette Buffin, Deputy

15 IN THE SUPERIOR COURT OF CALIFORNIA

16 IN AND FOR THE COUNTY OF ALAMEDA

17 TAQUELIA WASHINGTON TOLAND and)
18 GEORGIA TOLAND, individually and on)
19 behalf of All Others Similarly Situated,)

20 Plaintiffs,

21 vs.

22 NATIONSTAR MORTGAGE LLC, a)
23 Delaware limited liability company;)
24 VERIPRO SOLUTIONS INC., a Delaware)
25 corporation, and DOES 1 through 20,)

26 Defendants.

Case No.

17854212

CLASS ACTION

CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE ROSENTHAL
FAIR DEBT COLLECTION PRACTICES
ACT, CONSUMER CREDIT REPORTING
AGENCIES ACT, AND UNFAIR
COMPETITION LAW; DEMAND FOR
JURY TRIAL

Unlimited Civil Case

JURY TRIAL DEMANDED

BY FAX

CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT, CONSUMER CREDIT REPORTING AGENCIES ACT, AND UNFAIR COMPETITION
LAW; DEMAND FOR JURY TRIAL

1 Plaintiffs TAQUELIA WASHINGTON TOLAND and GEORGIA TOLAND,
2 individually and on behalf of all members of the proposed plaintiff Class defined below, allege as
3 follows:

4 **GENERAL ALLEGATIONS**

5 1. At all times relevant herein, Plaintiffs TAQUELIA WASHINGTON TOLAND
6 and GEORGIA TOLAND have been and are residents of Alameda County, California.

7 2. Plaintiffs bring this action as a class action on behalf of all natural persons who
8 obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property
9 located in California (a) to secure payment of the purchase price of a dwelling (b) for not more
10 than four families and which (c) was occupied entirely or in part by the purchaser, and, after a
11 foreclosure or short sale of the dwelling, any of the defendants

12 (1) sent the person a letter in the form of Exhibits "A" and/or "C" within the period
13 beginning four years preceding the filing of this action and continuing until the
14 date of Judgment; and/or

15 (2) reported such person's second mortgage loan or home equity line of credit to one
16 or more of the credit reporting agencies Experian, Equifax, or TransUnion as
17 having an outstanding balance owing and/or otherwise as currently delinquent
18 within the period beginning four years preceding the filing of this action and
19 continuing until the date of Judgment.

20 3. Defendant NATIONSTAR MORTGAGE LLC ("NATIONSTAR") is a limited
21 liability company organized under the laws of the state of Delaware. NATIONSTAR was at all
22 relevant times and is qualified to do business in the State of California and transacts business in
23 Alameda County.

24 4. Defendant VERIPRO SOLUTIONS INC. ("VERIPRO") is a corporation
25 organized under the laws of the state of Delaware. VERIPRO was at all relevant times and is an
26 affiliate of NATIONSTAR and, in committing the acts alleged below, acted as the agent,
27 representative, or otherwise on behalf of NATIONSTAR, within the course and scope of its
28

1 authority. VERIPRO is qualified to do business in the State of California and transacts business in
2 Alameda County.

3 5. Defendants Does 1 through 20 are persons or entities whose true names and
4 capacities are currently unknown to Plaintiffs, and who are therefore sued by fictitious names.
5 Each of these fictitiously-named defendants has some interest in the purchase money second
6 mortgages and purchase money home equity lines of credit of Plaintiffs and the Class, authorized
7 or benefited from the acts of NATIONSTAR and/or VERIPRO alleged in this Complaint, or is
8 other responsible for the practices alleged. Plaintiffs will amend this complaint to allege the true
9 names and capacities of these fictitiously-named defendants when they have been both identified
10 and the factual basis for their liability has been ascertained.

11 6. On November 2, 2006, Plaintiffs bought a condominium located at 1318 B Street,
12 Unit B208 in Hayward, California as their personal residence. The gross amount due on account
13 of the purchase was \$429,162.77. Countrywide Bank, N.A. provided a purchase money first
14 mortgage for \$332,000.00, and a purchase money second mortgage for \$83,000.00. Plaintiffs
15 deposited \$5,305.63 in escrow on account. The seller covered \$8,500.00 in closing costs.

16 7. Plaintiffs moved into the condominium and occupied it as a personal residence.

17 8. Bank of America, N.A., thereafter became the successor to Countrywide Bank,
18 N.A. and to Countrywide's ownership of the two mortgages.

19 9. Bank of America thereafter transferred the first mortgage to the Federal National
20 Mortgage Association (the "FNMA").

21 10. In May 2012, the FNMA conducted a non-judicial foreclosure sale of Plaintiffs'
22 home based on non-payment of the first mortgage. The foreclosure sale extinguished both the first
23 and second mortgage liens against the property. However, the foreclosure sale did not yield
24 sufficient funds to pay off the second mortgage, leaving an unsatisfied balance (a "deficiency")
25 on the second mortgage loan.

26 11. After the foreclosure, Bank of America transferred the second mortgage loan to
27 NATIONSTAR. NATIONSTAR has attempted to collect an unsecured deficiency balance it
28

1 claims Plaintiffs still owe on their second mortgage loan. These collection efforts include, but are
2 not limited to, NATIONSTAR's affiliate, VERIPRO, seeking to collect the claimed deficiency.

3 12. On or about October 10, 2016, VERIPRO, acting on behalf of NATIONSTAR,
4 sent Plaintiff GEORGIA TOLAND at her home in Oakland, California the form letter attached as
5 Exhibit "A," seeking to collect the claimed deficiency under Plaintiffs' second mortgage loan.
6 The letter claimed that Plaintiff had a "balance due" of \$97,514.31, but that NATIONSTAR was
7 willing to make a "reduced payoff offer" of \$24,378.58. The letter stated that Plaintiff should
8 "Pay the reduced payoff amount listed above to settle this debt in full" and that "YOU [Plaintiff]
9 SAVE \$73,135.73." Under the "Why should you pay?" section, the letter claimed that if Plaintiff
10 paid the amount allegedly due, the following would occur:

- 11 • **"Satisfaction of Mortgage"** -- The mortgage satisfaction will be recorded with the
12 property county recorder's office, releasing the lien for this mortgage debt from your
13 property."
- 14 • **"Eliminate Debt"** -- This loan will be closed with no further balance due."
- 15 • **"Step Towards Creating Equity"** -- **Reducing** your total mortgage debt will only help
16 you towards creating positive equity on your property investment."
- 17 • **"Peace of Mind"** -- After you pay, the final communication you will receive from anyone
18 regarding this debt will be our 'settled in full' confirmation letter, reflecting a \$0.00
19 balance."

20 13. In or about January 12, 2017, VERIPRO, acting on behalf of NATIONSTAR, sent
21 the same form letter, attached as Exhibit "B", to Plaintiff TAQUELIA WASHINGTON
22 TOLAND at her home in Oakland, California, seeking to collect the claimed deficiency under
23 Plaintiffs' second mortgage loan. The only difference between Exhibit "A" and Exhibit "B" is the
24 amount of the "reduced payoff offer". Exhibit "B" claimed that Plaintiff TAQUELIA
25 WASHINGTON TOLAND owed \$97,514.31, but that NATIONSTAR was willing to accept
26 \$29,254.29.

27 14. On or about February 9, 2017, VERIPRO sent each Plaintiff the matching form
28

1 letter attached as Exhibit “C” to the Complaint.

2 15. The February 2017 VERIPRO letter began as follows: “After review of the above
3 referenced account, you remain responsible for \$97,514.31 mortgage lien that is still active and
4 filed on the above referenced property address.” (Emphasis in original). It offered Plaintiffs two
5 options to “settle” their account: a “lump sum settlement” payment of \$24,378.58 and a “multi-
6 part settlement” of 12 equal payments totaling \$29,254.29. The letter stated “[t]his offer is only
7 good for 15 days” from its date, and told Plaintiffs to call “today” at a toll-free number “to discuss
8 these options before it is too late.” (Emphasis in original).

9 16. Under California Code of Civil Procedure section 580b, borrowers are not
10 personally liable to pay deficiency balances on mortgage loans and home equity lines of credit
11 used to purchase owner occupied residential property, regardless of how the security is
12 extinguished, by foreclosure sale, short sale, or otherwise. (E.g., Coker v. JPMorgan Chase Bank,
13 N.A. (2015) 62 Cal.4th 667, 685-86; Alborzian v. JPMorgan Chase Bank, N.A. (2015) 235
14 Cal.App.4th 29, 36-38; Spangler v. Memel (1972) 7 Cal.3d 603, 609-612; Brown v. Jensen
15 (1953) 41 Cal.2d 193, 197-99.)

16 17. Defendants sent all members of the Class, like Plaintiffs, a debt collection letter in
17 the form of Exhibits “A” and/or “C” after a foreclosure or short sale of a first mortgage on a home
18 seeking to collect a claimed deficiency balance on a purchase money second mortgage or
19 purchase money home equity line of credit.

20 18. These collection letters press Class members to make substantial payments on
21 purchase money deficiencies after foreclosures and short sales by stating and/or clearly implying
22 that Class members remain personally liable to pay balances section 580b shields them from
23 being personally liable to pay.

24 19. Defendants have continued to report Plaintiffs’ and the Class’s purchase money
25 second mortgages and purchase money home equity lines of credit to Experian, Equifax, or
26 TransUnion as having an outstanding balance owing and/or otherwise as currently
27 delinquent after a foreclosure or short sale.

CLASS ACTION ALLEGATIONS

20. Plaintiffs bring this action as a class action on behalf of themselves and all members of the proposed plaintiff Class defined above.

21. The Class is ascertainable because its members can be determined from Defendants' business records and/or the above definition of the Class is sufficient to enable members of the Class to identify themselves as members of the Class.

22. The members of the Class are so numerous that individual joinder of all Class members is impracticable. Plaintiffs are informed and believe, and on that basis allege, that there are numerous members in the Class, although the precise size of the Class has not yet been ascertained.

23. Class-wide common questions of law and fact exist and predominate over questions affecting only individual Class members. Common questions include, but are not limited to:

- a. Defendants' common business practice of sending collection letters in the form of Exhibits "A" and "C" to Plaintiffs and the Class.
- b. Whether Defendants' uniform collection letters to Plaintiffs and the Class violate Civil Code section 1788.17 by using false, deceptive, and misleading representations or means to collect a debt.
- c. Whether Defendants' uniform collection letters to Plaintiffs and the Class constitute an unlawful and/or fraudulent business practice, and/or false or deceptive advertising, in violation of Business & Professions Code §§ 17200 et seq. and §§ 17500 et seq.
- d. Whether Defendants' credit reporting practices after foreclosures or short sales with respect to the purchase money second mortgages and purchase money home equity lines of credit of Plaintiffs and the Class violate Civil Code sections 1788.17 and 1785.25 and Business & Professions Code §§ 17200 et seq. and §§ 17500 et seq.

24. Plaintiffs' claims are typical of the claims of the members of the Class.

amount is due from the borrower, and the loan balance owed by the borrower is zero;

b. They falsely and deceptively represented to the least sophisticated consumer that the borrower is personally liable to pay a deficiency balance, when in fact under section 580b, a borrower is not personally liable to pay any deficiency balance that may remain on a purchase money second mortgage or purchase money home equity line of credit after a foreclosure or short sale, no amount is due from the borrower, and the loan balance owed by the borrower is zero; and

c. They falsely and deceptively threatened to the least sophisticated consumer that the lien securing the purchase money second mortgage or purchase money home equity line of credit was still in place or "active," and that paying NATIONSTAR would result in release of the lien, when in fact the lien had already been extinguished by the prior foreclosure or short sale.

31. These false, deceptive, and misleading representations or means were likely to deceive the least sophisticated consumer.

32. Plaintiffs have suffered general, specific, actual, and other damages as will be shown at trial.

SECOND CAUSE OF ACTION

For Violation of Consumer Credit Reporting Agencies Act, Civil Code §§ 1785.1 et seq.
(Against ALL DEFENDANTS)

33. Plaintiffs reallege and incorporate all of the preceding allegations as though stated in full in this cause of action.

34. Following foreclosures or short sales of the homes of Plaintiffs and the members of the Class, Defendants engaged in a uniform business practice of reporting purchase money second mortgages and purchase money home equity lines of credit covered by section 580b to Experian, Equifax or TransUnion after a foreclosure or short sale as having an outstanding balance owing and/or otherwise as currently delinquent.

35. Defendants' reports are incomplete, inaccurate, and misleading. Defendants'

1 reports indicate that the borrower owes a deficiency balance on a purchase money loan after a
2 foreclosure or short sale, remains personally liable to pay the balance, has failed to pay a debt for
3 which the borrower is personally liable, and is currently delinquent. In fact, under section 580b
4 after a foreclosure or short sale, the balance the borrower owes on a purchase money second
5 mortgage loan or purchase money home equity line of credit is zero, the borrower is not
6 personally liable to pay any amount, has not failed to pay a debt for which the borrower is
7 personally liable, and is not currently delinquent.

8 36. Defendants knew or should know that their reports are incomplete, inaccurate, and
9 misleading, but nevertheless have reported and continue to report purchase money second
10 mortgages and purchase money home equity lines of credit covered by section 580b to Experian,
11 Equifax or TransUnion as having an outstanding balance owing and/or otherwise as currently
12 delinquent, when in fact under section 580b after a foreclosure or short sale, the balance the
13 borrower owes on a purchase money second mortgage loan or purchase money home equity line
14 of credit is zero, the borrower is not personally liable to pay any amount, has not failed to pay a
15 debt for which the borrower is personally liable, and is not currently delinquent.

16 37. Defendants' practice of so reporting has caused and continues to cause damage to
17 Plaintiffs and the Class by reporting an inaccurate and/or incomplete trade line on their credit
18 reports indicating that they have outstanding balances owing and/or are otherwise currently
19 delinquent on their purchase money second mortgage loans or purchase money home equity lines
20 of credit after a foreclosure or short sale. These reports unlawfully reduce the credit scores of
21 Plaintiffs and the Class, impede or prevent them from obtaining credit, and/or result in higher
22 costs of credit.

23 38. Defendants' practice of so reporting willfully violates Civil Code § 1785.25, subd.
24 (a).

25 39. Plaintiffs have suffered general, specific, actual, and other damages as will be
26 shown at trial.

27 //

THIRD CAUSE OF ACTION

For Violation of the Unfair Competition Law – Unlawful Business Practice Business & Professions Code §§ 17200 et seq.
(Against ALL DEFENDANTS)

40. Plaintiffs reallege and incorporate all of the preceding allegations as though stated in full in this cause of action.

41. Defendants have engaged and continue to engage in unlawful business practices under California Business & Professions Code Section 17200 et seq. by violating the following statutes as alleged above: Civil Code § 1788.17 and Civil Code § 1785.25, subd. (a).

42. Plaintiffs, or some of them, have suffered some injury in fact and lost some money or property as a result of these unlawful practices. Specifically, Plaintiffs have lost money or property attempting to determine the validity of the alleged debt, and attempting to remove the alleged deficiency balance from their credit reports.

43. Defendants will continue these unlawful practices unless restrained and enjoined by this Court. Under Business & Professions Code section 17203, restraining orders and preliminary and permanent injunctive relief are warranted and authorized to protect the public.

FOURTH CAUSE OF ACTION

For Violation of the Unfair Competition Law and False Advertising Law Fraudulent Business Practice and False Advertising. Business & Professions Code §§ 17200 et seq. & §§ 17500 et seq.
(Against ALL DEFENDANTS)

44. Plaintiffs reallege and incorporate all of the preceding allegations as though stated in full in this cause of action.

45. Defendants have engaged and continue to engage in fraudulent business practices and false and deceptive advertising in violation of California Business & Professions Code sections 17200 et seq. and sections 17500 et seq. by sending Plaintiffs and the members of the Class the collection letters in the form attached as Exhibits “A” and/or “C” and by reporting purchase money second mortgages and purchase money home equity lines of credit covered by section 580b to Experian, Equifax or TransUnion as having an outstanding balance owing and/or otherwise as currently delinquent after foreclosures or short sale.

46. Defendants will continue their fraudulent business practices and false and

1 deceptive advertising unless restrained and enjoined by this Court. Under Business & Professions
2 Code section 17203, restraining orders and preliminary and permanent injunctive relief are
3 warranted and authorized to protect the public.

4 47. Plaintiffs, or some of them, have suffered some injury in fact as a result of
5 Defendants' fraudulent business practices and false and deceptive advertising.

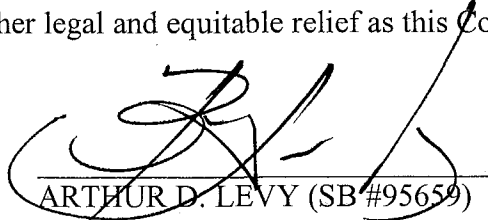
6 **RELIEF SOUGHT**

7 Plaintiffs request relief for themselves and all members of the Class as follows:

- 8 a. An Order certifying the proposed Plaintiff Class under Code of Civil Procedure
9 section 382 and appointing Plaintiffs and their counsel of record to represent the
10 Class.
- 11 b. Preliminary and permanent injunctive relief enjoining Defendants from continuing
12 to violate Civil Code § 1788.17, Civil Code §1785.25, subd. (a), Business &
13 Professions Code § 17200, and Business & Professions Code § 17500 as alleged
14 above.
- 15 c. An Order restoring to Plaintiffs and to the members of the Class all money or
16 property Defendants have acquired by means of the practices alleged above.
- 17 d. An award of statutory damages to Plaintiffs and the Class pursuant to Civil Code §
18 1788.17;
- 19 e. An award of general, actual, and other damages sustained by Plaintiffs and the
20 members of the Class as a result of Defendants' violations of Civil Code § 1788.17
21 and Civil Code §1785.25, subd. (a).
- 22 f. Punitive damages for Plaintiffs and the Class pursuant to Civil Code §1785.31,
23 subd. (a)(2)(B).
- 24 g. Punitive damages for Plaintiffs and the Class pursuant to Civil Code §1785.31,
25 subd. (c).
- 26 h. An award of attorney's fees and expenses of litigation to Plaintiffs' counsel as
27 provided by law.

- 1 i. Pre-judgment interest.
2 j. Costs of suit.
3 k. Such other and further legal and equitable relief as this Court may deem proper.
4

5 DATED: March 23, 2017


ARTHUR D. LEVY (SB #95659)

NOAH ZINNER (SB #247581)

HOUSING AND ECONOMIC RIGHTS ADVOCATES

BRYAN KEMNITZER (SB # 66401)

KRISTIN KEMNITZER (SB # 278946)

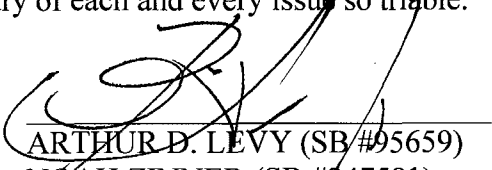
KEMNITZER, BARRON & KRIEG, LLP

Attorneys for Plaintiffs TAQUELIA WASHINGTON
TOLAND and GEORGIA TOLAND Individually and on
Behalf of All Others Similarly Situated

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs demand trial by jury of each and every issue so triable.

3
4 DATED: March 23, 2017


5 **ARTHUR D. LEVY (SB #95659)**

NOAH ZINNER (SB #247581)

6 **HOUSING AND ECONOMIC RIGHTS ADVOCATES**

7 **BRYAN KEMNITZER (SB # 66401)**

8 **KRISTIN KEMNITZER (SB # 278946)**

KEMNITZER, BARRON & KRIEG, LLP

9 **Attorneys for Plaintiffs**

10 **TAQUELIA WASHINGTON TOLAND and GEORGIA**
11 **TOLAND**

12 **Individually and on Behalf of**

13 **All Others Similarly Situated**

EXHIBIT A

PO BOX 3572
COPPELL TX 75019
CHANGE SERVICE REQUESTED

REDACTED

PERSONAL & CONFIDENTIAL
GEORGIA TOLAND



What we do

Veripro Solutions is a debt recovery company focused on working with borrowers in a consultative manner, providing options available for repayment of debt at a discount from the original amount owed.

Solutions for You



Utilizing all available tools, our team of experts can provide customized solutions based upon your unique situation, to help you resolve your outstanding debt. Our staff will treat you with courtesy, dignity and respect, giving you the attention you deserve.

10/10/2016

* emailed request copy of original loan document 10/18/16
to email address noted below

BALANCE DUE: \$97,514.31

REDUCED PAYOFF OFFER: \$24,378.58

YOU SAVE: \$73,135.73

Pay the reduced payoff amount listed above to settle this debt in full.

Why should you pay?

- **Satisfaction of Mortgage** – The mortgage satisfaction will be recorded with the property county recorder's office, releasing the lien for this mortgage debt from your property.
- **Eliminate Debt** – This loan will be closed with no further balance due.
- **Step Toward Creating Equity** – Reducing your total mortgage debt will only help you towards creating positive equity on your property investment.
- **Peace of Mind** – After you pay, the final communication you will receive from anyone regarding this debt will be our "settled in full" confirmation letter, reflecting a \$0.00 balance due.

• **Options for Payment** – We accept Check, Money Order, Cashier's Check, Bank Wire, Credit/Debit Card Payment. You can pay over the phone, send payment in the mail or pay online with no convenience fee to you.

Other Options: Call us to discuss settling this debt in affordable monthly payments.

- We may be able to approve a lesser amount for reduced payoff if we have more details from you.
- We also have options to help you resolve the debt such as balance reduction plans and match pay – call us now for details.

2nd Mortgage Debt

Veripro Account Number: [REDACTED]

Last 4 of Previous Loan Number: [REDACTED]

Original Creditor: Bank of America, N.A.

Property Address: 1318 B STREET UNIT
B208, HAYWARD, CA 94541

Call us 7a-8p CST M-Fr:
888.967.9700

Payment Address:
Veripro Solutions Inc.
P.O. Box 3244
Coppell, TX 75019

Email us:
correspondence@veriprosolutions.com

Visit us Online:
www.veriprosolutions.com

Please be sure to include Veripro Account Number on the remittance

750 E Highway 121, Suite 100, Lewisville, TX 75067 | P.O. Box 3244, Coppell, TX 75019 | Phone: 888-967-9700 | Fax: 877-492-6160
| Business Hours: 8AM to 8PM CST | www.veriprosolutions.com | *Se Habla Español*

Veripro Solutions Inc. (formerly known as NSM Recovery Services Inc.) is a Nationstar Mortgage LLC company. Veripro 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 letter 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. If you are represented by an attorney, please provide this notice to your attorney



Veripro Solutions

NOTICE TO ALL CONSUMERS: THE FOLLOWING STATES REQUIRE US TO GIVE SPECIAL NOTICES TO THEIR RESIDENTS. CONSUMERS IN OTHER STATES MAY HAVE SIMILAR OR GREATER RIGHTS AND THESE STATE-SPECIFIC NOTICES DO NOT LIMIT OR RESTRICT THE RIGHTS AFFORDED BY FEDERAL LAW OR OTHER STATE LAWS.

No State Disclosure

Your acceptance of and performance under this offer assumes that the collateral property for this loan will not be sold or refinanced at any point during the duration of this settlement term. If at any point during the payment period under this offer and before the final due date as stated herein, we are asked to provide a payoff in connection with any transaction involving the collateral property for this loan including but not limited to the sale, transfer or refinancing of said property we will provide the full balance due payoff, not the discounted settlement offer amount approved in this offer today. To the extent if we find that the funds received on this offer originated from proceeds involved in the sale, transfer or refinance of the collateral property for this loan, all sums paid will be credited to the unpaid principal balance, but Veripro will be under no obligation to release your lien.

Unless your debt was already included in a bankruptcy discharge, if we accept an amount as a reduced payoff or settlement that is less than the full balance you owe, we are required to report the portion of the balance that we cancelled or forgave to the IRS. The form you may receive is a 1099-C (Cancellation of Debt) form. Based on the Consolidated Appropriations Act of 2016, Public Law 114-113 (129 Stat. 2242; 887 pages), you may avoid or reduce the amount of cancelled debt on which you have to pay taxes due to the exclusion based on the cancellation of qualified principal residence indebtedness. The extension applies to debt discharged before January 1, 2017 and is retroactive to discharges since the beginning of 2015. Please contact your tax advisor for any other questions you may have regarding this.

750 E Highway 121, Suite 100, Lewisville, TX 75067 | P.O. Box 3244, Coppell, TX 75019 | Phone: 888-967-9700 | Fax: 877-492-6160

| Business Hours: 8AM to 8PM CST | www.veriprosolutions.com | *Se Habla Español*

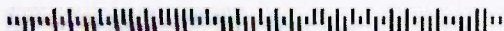
Veripro Solutions Inc. (formerly known as NSM Recovery Services Inc.) is a Nationstar Mortgage LLC company. Veripro is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this letter 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. If you are represented by an attorney, please provide this notice to your attorney

EXHIBIT B

PO BOX 3572
COPPELL TX 75019
CHANGE SERVICE REQUESTED

REDACTED

PERSONAL & CONFIDENTIAL
TAQUELIA N WASHINGTON



What we do

Veripro Solutions is a debt recovery company focused on working with borrowers in a consultative manner, providing options available for repayment of debt at a discount from the original amount owed.

Solutions for You



Utilizing all available tools, our team of experts can provide customized solutions based upon your unique situation, to help you resolve your outstanding debt. Our staff will treat you with courtesy, dignity and respect, giving you the attention you deserve.

01/12/2017

BALANCE DUE: \$97,514.31

REDUCED PAYOFF OFFER: \$29,254.29

YOU SAVE: \$68,260.02

Pay the reduced payoff amount listed above to settle this debt in full.

Why should you pay?

- **Satisfaction of Mortgage** – The mortgage satisfaction will be recorded with the property county recorder's office, releasing the lien for this mortgage debt from your property.
- **Eliminate Debt** – This loan will be closed with no further balance due.
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Other Options: Call us to discuss settling this debt in affordable monthly payments.

- We may be able to approve a lesser amount for reduced payoff if we have more details from you.
- We also have options to help you resolve the debt such as balance reduction plans and match pay – call us now for details.

Notice: Important state disclosure information on the back of this letter.

2nd Mortgage Debt

Veripro Account Number: [REDACTED]

Last 4 of Previous Loan Number: [REDACTED]

Original Creditor: Bank of America, N.A.

Property Address: 1318 B STREET UNIT
B208, HAYWARD, CA 94541

Call us 7a-8p CST M-Fr:
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Email us:
correspondence@veriprosolutions.com

Visit us Online:
www.veriprosolutions.com

Please be sure to include Veripro Account Number on the remittance

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Veripro Solutions

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No State Disclosure

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Your acceptance of and performance under this offer assumes that the collateral property for this loan will not be sold or refinanced at any point during the duration of this settlement term. If at any point during the payment period under this offer and before the final due date as stated herein, we are asked to provide a payoff in connection with any transaction involving the collateral property for this loan including but not limited to the sale, transfer or refinance of said property we will provide the full balance due payoff, not the discounted settlement offer amount approved in this offer today. To the extent if we find that the funds received on this offer originated from proceeds involved in the sale, transfer or refinance of the collateral property for this loan, all sums paid will be credited to the unpaid principal balance, but Veripro will be under no obligation to release your lien.

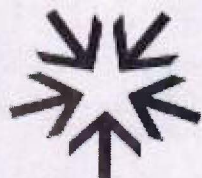
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750 E Highway 121, Suite 100, Lewisville, TX 75067 | P.O. Box 3244, Coppell, TX 75019 | Phone: 888-967-9700 | Fax: 877-492-6160

| Business Hours: 8AM to 8PM CST | www.veriprosolutions.com | *Se Habla Español*

Veripro Solutions Inc. (formerly known as NSM Recovery Services Inc.) is a Nationstar Mortgage LLC company. Veripro 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 letter 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. If you are represented by an attorney, please provide this notice to your attorney

EXHIBIT C



Veripro Solutions

REDACTED

Last 4 of Previous Loan Number: [REDACTED]
Original Creditor: Bank of America, N.A.
Current Balance: \$97,514.31
Property Address: 1318 B STREET UNIT B208, HAYWARD, CA 94541

Dear Borrower,

After review of the above referenced account, you remain responsible for **\$97,514.31** mortgage lien that is still active and filed on the above referenced property address. It is our desire to work with you to create a solution to eliminate this mortgage debt against your property.

Below are a few of the many possible payment options available in order to settle this account.

Lump Sum Settlement

1 Time Payment of \$24,378.58.

Multi-Part Settlement

12 payments of \$2,437.86 for a total of \$29,254.29.

The benefits of accepting our reduced payoff - Settlement options are:

- You will save thousands of dollars by paying off the balance at a fraction of what is owed
- You will avoid any further collection
- Upon full payment of the settlement amount, the necessary documents will be forwarded to the trustee and/or County Recorder's Office to release our lien

If this is not feasible, we may still be able to help substantially reduce your balance owed and set up a repayment plan based on the new remaining balance.

Monthly Pay Plan

Down Payment of \$350.00, followed by monthly installments of \$250.00 until the full balance of \$97,514.31 is paid.

This offer is only good for 15 days from the date of this letter.

Thereafter the settlement amount is subject to change. Please be sure to include your Veripro Account number on the remittance.

Call us today at 888-967-9700 to discuss these options before it is too late.

Sincerely,
Veripro Solutions Inc.

We want to Hear from You - If you don't have time to talk, send us an email/respond at your convenience:

- Have a question about your account?
- Want to know more about your options?
- Want to give us information about your account or your situation?
- Want to submit an offer for us to review?

We will respond within 48 hours of receipt of your email

Email address: correspondence@veriprosolutions.com

Visit our website to explore Options now at:

<http://www.veriprosolutions.com/>

02/09/2017

Re: Veripro Account Number: