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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 MARY FRANK)	Case No.
)	
14 Plaintiff,)	COMPLAINT FOR DECLARATORY
)	RELIEF AND DAMAGES; AND
15 vs.)	DEMAND FOR JURY TRIAL
)	1. Breach of Contract;
16 J.P. MORGAN CHASE BANK, N.A.,)	2. Breach of Implied Covenant of
)	Good Faith and Fair Dealing;
17 Defendant.)	3. Violation of RESPA;
)	4. UCL;
)	5. Negligence.

18 Plaintiff MARY FRANK ("Plaintiff") alleges as follows:

19 I. INTRODUCTION

20 1. Plaintiff brings this complaint against her former mortgage servicer, J.P.
21 MORGAN CHASE BANK, N.A. ("CHASE" or "Defendant") for actual damages due to
22 Defendant's refusal to consider her applications to assume and modify the mortgage loan
23 on her home after the death of Plaintiff's husband, Joe Frank, in breach of the Deed of
24 Trust. Plaintiff also brings this action under the Real Estate Settlement Procedures Act for
25 Defendant's refusal to respond to her Notice of Error and Request for Information. Plaintiff
26 also brings this action pursuant to California Business and Professions Code Section 17200
27 *et. seq.*, for restitution of money that she lost as a result of Defendant's acts and omissions
and for rescission of the Notice of Default. Finally, Plaintiff brings this action for
negligence in the servicing of Plaintiff's mortgage loan.

II. PARTIES

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2 2. At all times relevant in this Complaint, Plaintiff was and is a competent
3 adult who resides in Contra Costa County, California.

4 3. At all times relevant in this Complaint, Plaintiff has been the title owner of
5 the property located at 1799 Bonita Road, San Pablo, CA 94806, in Contra Costa County
6 ("the home"), a single-family home, and she has occupied the home as her principal
7 residence.

8 4. Plaintiff is a widow. Her husband of 46 years, Joe Frank, passed away on
9 September 3, 2011. Joe Frank did not have a will, and there was never a probate case
10 related to his estate. Plaintiff and her husband owned their home "as husband and wife with
11 right of survivorship." Therefore, she became the sole title owner of the home when he
12 passed by operation of the deed.

13 5. Defendant, J.P. MORGAN CHASE BANK, N.A. ("CHASE"), is a National
14 Bank located in Columbus, Ohio, and doing business in the State of California. It is
15 registered as a National Bank with the Office of the Comptroller of the Currency.

16 6. CHASE was the mortgage servicer for Plaintiff's loan at all times relevant
17 in this Complaint and until November 16, 2013, when servicing of Plaintiff's loan
18 transferred to M&T Bank/Bayview Loan Servicing.

19 7. Plaintiff alleges on information and belief that at all times relevant to this
20 Complaint, each of the defendants, including each DOE, was the agent, principle, servant,
21 master, employee, employer, joint-venturer, partner, successor-in-interest, and/or co-
22 conspirator of each other defendant.

23 8. Plaintiff alleges on information and belief that at all times relevant to this
24 Complaint, each defendant was at all said times acting in the full course and scope of said
25 agency, service, employment, joint venture, concert of action, partnership, successorship,
26 or conspiracy, and that each defendant committed the acts, caused or directed others to
27 commit the acts, or permitted others to commit the acts alleged in this Complaint.

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III. JURISDICTION

9. Jurisdiction in this Court is proper pursuant to 28 USC § 1331, as this case involves federal claims under the Real Estate Settlement Procedures Act. This Court has supplemental jurisdiction over Plaintiff's related state-law claims under 28 USC § 1367(a), because the state-law claims are so closely related to the original-jurisdiction claims that they form part of the same case or controversy under Article III of the United States Constitution.

10. This case also involves an amount at issue greater than seventy-five thousand dollars and there exists complete diversity between the parties.

11. Venue is proper in this Court because Plaintiff's home is located in Contra Costa County, California and the acts alleged in this Complaint occurred in Contra Costa County, California. Plaintiff's injuries and damages also occurred in Contra Costa County California. CHASE has purposefully established minimum contacts in California by doing business in the state, and maintenance of this action does not offend traditional notions of fair play and substantial justice.

IV. INTRA-DISTRICT ASSIGNMENT

12. Pursuant to L.R. 3-2 (c) & (d), this action should be assigned to the San Francisco Division or the Oakland Division, because a substantial portion of the events or omissions that give rise to Plaintiff's claims occurred in Contra Costa County and the real property, which is the subject of this action, is located in Contra Costa County.

V. FACTUAL BACKGROUND

13. Plaintiff's late husband, Joe Frank, was the borrower on a loan bearing the account number 3011305897, which is secured by a first lien on the home in the form of a Deed of Trust recorded in the Contra Costa County Recorder's office ("the mortgage loan"). Both Plaintiff and her late husband are named in the Deed of Trust. The Deed of Trust is attached as Exhibit A.

1 14. The mortgage loan was originated on or about November 2, 2006 by the
2 originating lender, Washington Mutual Bank, FA (hereinafter "Washington Mutual"). The
3 original principal balance of the mortgage loan was \$385,000. The loan refinanced a
4 previous Washington Mutual loan with approximately the same balance.

5 15. Upon information and belief, at all relevant times, Washington Mutual
6 regularly extended consumer credit payable by agreement in more than four installments
7 and/or for which payment of a finance charge was required; originated one or more
8 mortgages in any 12 month period through a mortgage broker; was the entity to whom the
9 mortgage loan was initially payable on the face of the loan documents; made or invested in
10 mortgage loans aggregating more than one million per year; and intended to sell the
11 mortgage loan on the secondary market to the Federal National Mortgage Association
12 ("Fannie Mae"), the Government National Mortgage Association ("Ginnie Mae"), the
13 Federal Home Loan Mortgage Corporation ("Freddie Mac") or another financial institution
14 from which the mortgage loan would be purchased by Freddie Mac. Therefore, the
15 mortgage loan is a "federally related mortgage loan" pursuant to 12 USC § 2602.

16 16. On September 25, 2008, Washington Mutual ceased operations. JPMorgan
17 Chase (the parent company of CHASE) acquired the assets and most of the liabilities of
18 Washington Mutual, including the loan at issue in this case.

19 17. Upon information and belief, CHASE services numerous "federally-related
20 mortgage loans" within the meaning of Regulation X, 12 C.F.R. Section 1024.2.

21 18. At all relevant times before the transfer of servicing on November 16,
22 2013, CHASE was the entity responsible for servicing the mortgage loan in this case. This
23 means that CHASE received scheduled periodic payments from Plaintiff and/or her
24 husband, including amounts for escrow accounts, and made payments of principal and
25 interest and such other payments as may be required pursuant to the terms of the loan
26 agreement.

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1 19. After battling a serious illness for several years, Plaintiff's husband suffered
2 cardiopulmonary arrest and passed away on September 3, 2011. During the time of his
3 illness, he had been unable to work, which caused the family to fall behind on their
4 mortgage payments. Prior to his death, Plaintiff and her husband submitted an application
5 for a loan modification to CHASE, but they had not received a decision on that application
6 before he passed.

7 20. After her husband's death, Plaintiff attempted to communicate with CHASE
8 about the status of the application and about the loan, but CHASE representatives refused
9 to communicate with her because she was not the "borrower." Plaintiff repeatedly sent a
10 copy of her husband's death certificate to CHASE. She also endured numerous phone
11 conversations in which CHASE representatives asked to speak to her husband, months
12 after she had provided a copy of his death certificates. This was extremely upsetting and
13 distressing to Plaintiff.

14 21. Because she could not get any information from CHASE regarding the
15 status of her previous application for assistance, Plaintiff submitted a new application for a
16 modification pursuant to the Home Affordable Modification Program (HAMP) on or about
17 October 15, 2012.

18 22. Plaintiff never received a decision on this application. When she contacted
19 CHASE to inquire about the status of her application, CHASE representatives told her that
20 because Joe did not leave a will, she had to file a probate case and become the executor of
21 her husband's estate before CHASE would consider her application to assume and modify
22 the loan.

23 23. Plaintiff informed CHASE employees that she and late husband jointly
24 owned the home as spouses. CHASE was also on notice of Plaintiff's ownership interest
25 because it is stated in the recorded Deed as "husband and wife with right of survivorship."
26
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1 24. Not knowing where to turn when CHASE would not work with her,
2 Plaintiff paid multiple foreclosure rescue scammers thousands of dollars in up-front fees
3 for help with the loan modification process.

4 25. Eventually, Plaintiff sought legal assistance from Bay Area Legal Aid. Her
5 attorney contacted an employee of CHASE via email on July 10, 2013 to explain that
6 Plaintiff was the sole title owner of the home, and to demand that CHASE allow Plaintiff
7 to assume and modify the loan and communicate with her regarding the account. Plaintiff's
8 attorney included a signed Making Home Affordable Program ("MHA") Third Party
9 Authorization form with this email correspondence. Plaintiff's attorney never received a
10 response to this email.

11 26. Plaintiff's attorney brought this issue to the attention of the California
12 Monitor for the National Mortgage Settlement and continued to correspond with that office
13 during its investigation of Plaintiff's complaint.

14 27. CHASE recorded a Notice of Default on September 13, 2013, initiating the
15 foreclosure process on the home, despite the fact that Plaintiff's October 2012 application
16 for a loan modification was still pending. A true and correct copy of the Notice of Default
17 is attached as Exhibit B. The Declaration of Compliance attached to the Notice of Default
18 falsely states that "[t]he mortgagee, beneficiary or authorized agent tried with due diligence
19 but was unable to contact the borrower to discuss the borrower's financial situation and to
20 explore options for the borrower to avoid foreclosure . . ." *See* attached Ex. B.

21 28. Plaintiff's attorney submitted a complaint to the Office of the Comptroller of
22 the Currency ("OCC") related to CHASE's refusal to consider Plaintiff's application to
23 assume and modify the mortgage loan.

24 29. CHASE responded to the OCC complaint in a letter to Plaintiff's attorney
25 dated October 9, 2013, stating that it was not authorized to communicate with the attorney
26 regarding the account. CHASE provided an authorization form to complete and return.
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1 This form was different than the MHA Third Party Authorization form Plaintiff had
2 submitted to CHASE on or about July 10, 2013.

3 30. Plaintiff completed the new authorization form, as CHASE requested, and
4 her attorney provided it to CHASE in a letter sent by certified mail on October 21, 2013.
5 The letter demanded that CHASE rescind the Notice of Default and that it consider
6 Plaintiff's application to assume and modify the mortgage loan. Enclosed with this letter,
7 Plaintiff's attorney also provided a copy of Plaintiff's Affidavit of Death of Spouse, which
8 Plaintiff recorded on her property records to reflect that her husband had passed away,
9 making her the sole title owner of the home.

10 31. CHASE sent another letter dated October 29, 2013 to Plaintiff's attorney
11 again stating that it was not authorized to communicate regarding the account. CHASE
12 included another copy of the same authorization form that Plaintiff had already completed,
13 and which CHASE received on October 25, 2013 according to the Certified Mail Return
14 Receipt.

15 32. Plaintiff never received a substantive response to her attorney's October 21,
16 2013 demand letter.

17 33. The servicing of Plaintiff's loan transferred to M&T Bank/Bayview Loan
18 Servicing on or about November 16, 2013.

19 34. Plaintiff needed information from her CHASE servicing file in order to
20 submit an application to her new servicer to assume and modify the loan. Specifically, she
21 needed copies of the application packets that she had previously submitted to CHASE, so
22 that she could document her prior efforts to assume and modify the loan. This
23 documentation would give her grounds to dispute a portion of the arrears, because
24 significant interest and fees accrued on the account as a result of CHASE's delay. This
25 documentation would also make it possible for Plaintiff to demand that M&T/Bayview
26 rescind the Notice of Default that was still recorded on her property record.

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1 35. Through her attorney, Plaintiff submitted a Notice of Error and Request for
2 Information (also known as a Qualified Written Request) (hereinafter "NOE/RFI")
3 pursuant to the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e), to
4 CHASE by certified mail on February 18, 2014. The NOE/RFI included a signed
5 authorization from Plaintiff. CHASE received the NOE/RFI on February 24, 2014
6 according to the Certified Mail Return Receipt. A true and correct copy of the RFI, and
7 certified mail return receipt, is attached as Exhibit C.

8 36. CHASE responded in a letter dated February 27, 2014, acknowledging that
9 it had received the NOE/RFI. However, CHASE never provided the documents and
10 information requested in the RFI. CHASE also never provided a substantive response to
11 the NOE. In a letter dated March 7, 2014, CHASE asserted that it would not share
12 information about the account unless Plaintiff could provide "a copy of the Appointment of
13 Administrator, the Will and Testament which appoints [her] as Executor of the Estate, or
14 the Executor/Trust Agreement." A true and correct copy of the response is attached as
15 Exhibit D.

16 37. Plaintiff never obtained the documents and information that she requested,
17 which would have assisted her in negotiations with her new servicer, M&T Bank/Bayview,
18 regarding the accrued interest on the account and the Notice of Default.

19 38. As a result of CHASE's failure to comply with the statutory requirement
20 that it respond to Plaintiff' request for copies of her prior loan modification documents,
21 Plaintiff could not convince her new servicer to forgive a portion of the principal balance.
22 Her only option was to accept a loan modification with a new principal balance of
23 \$495,471.46. This is more than \$110,000 higher than the original principal balance on the
24 mortgage loan.

25 39. As a result of Defendant's failure to comply with the statutory requirement
26 that it respond to Plaintiff's request, Plaintiff also could not convince her new servicer to
27 record a rescission of the Notice of Default, which remained on her property records for

1 more than a year. Her current servicer recorded a rescission on January 8, 2015, shortly
2 after her loan modification became permanent.

3 40. During the time that the Notice of Default was active on her property
4 records, Plaintiff was continuously harassed by unscrupulous foreclosure rescue scammers.
5 Not only did she receive countless solicitations in the mail for questionable services, she
6 also had strangers knocking on her door, presumably to sell foreclosure rescue services or
7 trying to get a look at her house before it went up for auction. These unwelcome intrusions
8 were extremely distressing to Plaintiff.

9 41. In addition to monetary harm, Plaintiff has suffered severe emotional
10 distress throughout the process of applying for a loan modification since her husband
11 passed away. Plaintiff was already grieving the loss of her husband of 46 years. On top of
12 that, she had to struggle to make CHASE give her information regarding the loan,
13 repeatedly explain to CHASE representatives that her husband was deceased, submit her
14 husband's death certificate over and over again, and wait years for a decision on her loan
15 modification before servicing transferred from CHASE to another servicer. She also had to
16 put up with a continuous stream of unwanted solicitations from foreclosure rescue
17 scammers while the Notice of Default was recorded on her property records. During this
18 time, between September 2011 and November 2014, Plaintiff lived in constant fear losing
19 her home and felt a great deal of stress and sadness. Plaintiff's health has suffered as a
20 direct result of the emotional distress she endured while seeking a loan modification from
21 CHASE.

22 42. Plaintiff has also suffered other monetary damages in an amount to be
23 proven at trial, including, but not limited to: money paid to foreclosure rescue scammers
24 that was not refunded; costs of repeatedly faxing documents to CHASE or sending
25 documents by certified or overnight mail; improper fees and other charges, which accrued
26 on her account as a result of prematurely referring the account to foreclosure; and costs
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1 incurred in sending documents to her attorney or traveling to meet with her attorney in
2 order to respond to CHASE's unlawful actions.

3 VI. CAUSES OF ACTION

4 FIRST CAUSE OF ACTION:
5 BREACH OF CONTRACT

6 43. Plaintiff re-alleges and incorporates by reference each of the preceding
7 paragraphs herein.

8 44. Mary Frank is named as a Trustor and Borrower under the Deed of Trust
9 secured by the home. The Deed of Trust, attached as Exhibit A, is a binding and
10 enforceable contract that entitles Ms. Frank to all of the rights and privileges of a borrower
11 on a mortgage loan.

12 45. CHASE, acting as the servicer for the loan on behalf of the investor, was
13 bound by the provisions of the Deed of Trust.

14 46. Ms. Frank fully performed under the Deed of Trust except for those
15 conditions for which performance was excused.

16 47. CHASE breached its obligations under the Deed of Trust through its own
17 conduct and the conduct of its agent Trustee Corps when it:

- 18 a. initially refused to communicate with Ms. Frank regarding the status of
19 the loan;
- 20 b. refused to review her application to assume and modify the loan; and
- 21 c. refused to provide information and documents regarding the loan in
22 response to her RFI; and
- 23 d. refused to respond to her NOE.

24 48. Ms. Frank was damaged as a result of the breach. Her account accrued
25 excessive interest, fees, and charges related to delinquency. Ms. Frank also suffered severe
26 emotional distress, as she struggled for years to convince Chase to communicate with her
27

1 and process her application for a loan modification. For more than 3 years, she lived in fear
2 of losing her home through foreclosure.

3 49. As a result of Defendant's breach of the contract, Plaintiff seeks actual
4 damages in an amount to be determined at trial.

5

6 SECOND CAUSE OF ACTION:
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

7 50. Plaintiff re-alleges and incorporates by reference each of the preceding
8 paragraphs herein.

9 51. In every contract or agreement, including those at issue here, there is an
10 implied promise of good faith and fair dealing, which means that each party will not do
11 anything to unfairly interfere with the right of any other party to receive the benefits of the
12 contract.

13 52. Defendant breached the contract by breaching its duty of good faith, as
14 described above.

15 53. Plaintiff was harmed as a result of these breaches, as described above.

16 54. As a result of Defendant's breaches, Plaintiff seeks actual damages in an
17 amount to be determined at trial.

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19 THIRD CAUSE OF ACTION
REAL ESTATE SETTLEMENT PROCEDURES ACT

20 55. Plaintiff re-alleges and incorporates by reference each of the preceding
21 paragraphs herein.

22 56. The loan is a "federally-related mortgage loan" as that term is defined under
23 12 USC § 2602, as it is secured by a first lien on residential real property, which is a
24 single-family home, made by a lender that is regulated by an agency of the Federal
25 Government, and which was intended to be sold to a government-sponsored entity, and
26 which was sold to the Federal Home Loan Mortgage Corporation ("Freddie Mac").

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1 57. The loan is therefore subject to the Real Estate Settlement Procedures Act
2 ("RESPA"), 12. USC §§ 2601 *et. seq.*, and the regulations promulgated under that statute,
3 Regulation X, 12 CFR § 1024.41 *et seq.*

4 58. CHASE is therefore a "servicer" of a "federally related mortgage loan" as
5 these terms are defined under RESPA, 12 USC §§ 2605(i)(2)-(3), and is therefore subject
6 to the requirements of RESPA and Regulation X.

7 59. There is no definition for "borrower" within RESPA or Regulation X.
8 However, Plaintiff is a borrower according to the Deed of Trust. *See* Exhibit A.

9 60. A borrower may file an action pursuant to 12 USC § 2605(f), which
10 provides a borrower the right to enforce certain provisions of RESPA, including
11 Regulation X § 1024.41.

12 61. Plaintiff sent CHASE a "qualified written request," also known as a "notice
13 of error" and a "request for information," within the meaning of RESPA, 12 USC §
14 2605(e)(1)(B) and Reg. X, 12 USC §§ 1024.35(a) and 1024.36(a), which included
15 sufficient information and detail to enable the servicer to identify the name and account of
16 the borrower, as well as a statement of reasons as to how the account was in error.

17 62. CHASE violated Reg. X when it failed to provide the information and
18 documents requested in Plaintiff's RFI, and failed to respond to the NOE. 12 U.S.C § 2605.

19 63. As a result of these violations, Defendant is liable for actual damages
20 pursuant to 12 USC § 2605(f)(1)(A). Plaintiff's actual damages include, without limitation:
21 costs of transportation and other expenses incurred while attempting to obtain CHASE's
22 compliance with RESPA; additional interest and other charges added to the loan balance
23 during CHASE's delay (and never removed because Plaintiff could not obtain information
24 she needed from CHASE to send to her new servicer in order to dispute the charges); and
25 severe and ongoing emotional distress.

26 64. Upon information and belief, CHASE has a "pattern and practice" of failing
27 to respond to Notices of Error or Requests for Information from borrowers who are

1 borrowers under a Deed of Trust, but not obligors on the note. This subjects CHASE to
2 statutory damages up to \$2,000 pursuant to 12 USC § 2605(f)(1)(B).

3 65. If Plaintiff prevails in this action, CHASE is also liable for reasonable
4 attorneys' fees and costs pursuant to 12 USC § 2605(f)(3).

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6 **FOURTH CAUSE OF ACTION:**
7 **INJUNCTION AGAINST UNFAIR BUSINESS PRACTICES, CALIFORNIA**
8 **BUSINESS AND PROFESSIONS CODE SECTION 17200.**

9 66. Plaintiff re-alleges and incorporates by reference each of the preceding
10 paragraphs herein.

11 67. Business and Professions Code Section 17200 prohibits "any unlawful,
12 unfair or fraudulent business act or practice" as well as "unfair, deceptive, untrue or
13 misleading advertising."

14 68. Business and Professions Code Section 17203 provides that any person who
15 engages in such practices "may be enjoined in any court of competent jurisdiction."

16 69. CHASE engaged in unlawful, unfair and fraudulent acts and practices when
17 it:

- 18 a. initially refused to communicate with Ms. Frank about the loan after her
19 husband passed away;
- 20 b. refused to process her application to assume and modify the loan;
- 21 c. recorded a Notice of Default before giving Ms. Frank a decision on her
22 application (which constitutes illegal dual-tracking under the California
23 Homeowner Bill of Rights, Cal. Civil Code Sec. 2923.6);
- 24 d. executed a Declaration of Compliance (attached to the Notice of
25 Default) which contained false representations; and
- 26 e. refused to provide information and documents related to the loan in
27 response to Plaintiff's RFI.

1 70. These acts and practices are "unlawful" as they are in violation of RESPA,
2 Regulation X, HBOR, and the common law.

3 71. CHASE's conduct was fraudulent and misleading, because it provided
4 notices to Plaintiff that were misrepresentative as to her rights under the law, and that
5 would likely deceive other members of the public and negatively impact consumers' legal
6 rights.

7 72. CHASE's conduct was unfair in that it violated the public policy underlying
8 federal and state laws and regulations that prohibit "dual tracking," which are designed to
9 protect borrowers from premature and unnecessary foreclosures, and preserve
10 neighborhood stability by keeping families in their homes. *See* Cal. Civ. Code § 2923.4(a).
11 *Also see* Sen. Floor Analysis of Assemb. Bill No. 278 ("AB 278 Analysis"), Conf. Rep.
12 No. 1, Reg. Sess., at 26 (Cal. July 2, 2012). CHASE's conduct is also unfair in that its
13 refusal to process a widow's loan modification application is inconsistent with public
14 policy laid out in administrative guidance for the federal Making Home Affordable
15 Program, and guidelines promulgated by Fannie Mae and Freddie Mac, which direct
16 servicers to allow successors in interest, such as Plaintiff, to apply to assume and modify a
17 loan after the death of a borrower. *See* Freddie Mac Servicing Guide, Chapter B65.28
18 (amended June 3, 2014); Fannie Mae Single Family 2015 Servicing Guide at D1-4.1-02:
19 Allowable Exemptions Due to the Type of Transfer (amended Nov. 12, 2014); Making
20 Home Affordable Handbook, Version 4.4 § 8.8. CHASE's conduct not only offends public
21 policy, but it causes substantial injury to Plaintiff and other consumers, and has no utility
22 to outweigh this substantial harm.

23 73. Plaintiff has lost money in an amount to be proven at trial as a direct and
24 proximate result of Defendant's unlawful and unfair business practices, including, but not
25 limited to, the excess interest, fees, and charges that CHASE added to the loan balance as a
26 direct and proximate result of those actions.

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- e. ignoring Plaintiff's attorney's email inquiring about the status of Plaintiff's application;
- f. recording a Notice of Default with attached Declaration of Compliance containing false statements while Plaintiff's application was pending; and;
- g. refusing to provide information and documents related to the loan in response to Plaintiff's RFI.

79. CHASE knew or reasonably should have known that these actions would put Plaintiff's home at risk of foreclosure, cause Plaintiff severe emotional distress, and cause excessive charges to accrue on the loan.

80. As a direct and proximate result of CHASE's negligent actions, Plaintiff has suffered and will suffer injuries, including, but not limited to: emotional distress, accrual of interest and fees on her mortgage loan account, and other expenses to be proven at trial. Had CHASE used proper skill and care in the handling of Plaintiff's application, she would have had a fair opportunity to avoid foreclosure and enter into a program that would allow her to keep her home without suffering emotional distress and incurring the other damages listed above.

VII. REQUEST FOR RELIEF

Plaintiff prays for relief as follows:

1. For a declaration that Plaintiff is the prevailing party in this action;
2. For economic damages, according to proof;
3. For general damages, including emotional distress damages, according to proof;
4. For statutory damages of \$2,000 under RESPA;
5. For attorney's fees and costs incurred in this action; and
6. For such other and further relief as the Court deems just and proper.

VIII. DEMAND FOR JURY TRIAL

1 Plaintiff hereby respectfully requests a trial by jury on all appropriate issues raised
2 in this Complaint.

3 Respectfully submitted,
4 BAY AREA LEGAL AID

5 By: /s/ Kari A. Rudd
6 Kari Rudd,
7 Attorney for Plaintiff
8 MARY FRANK
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