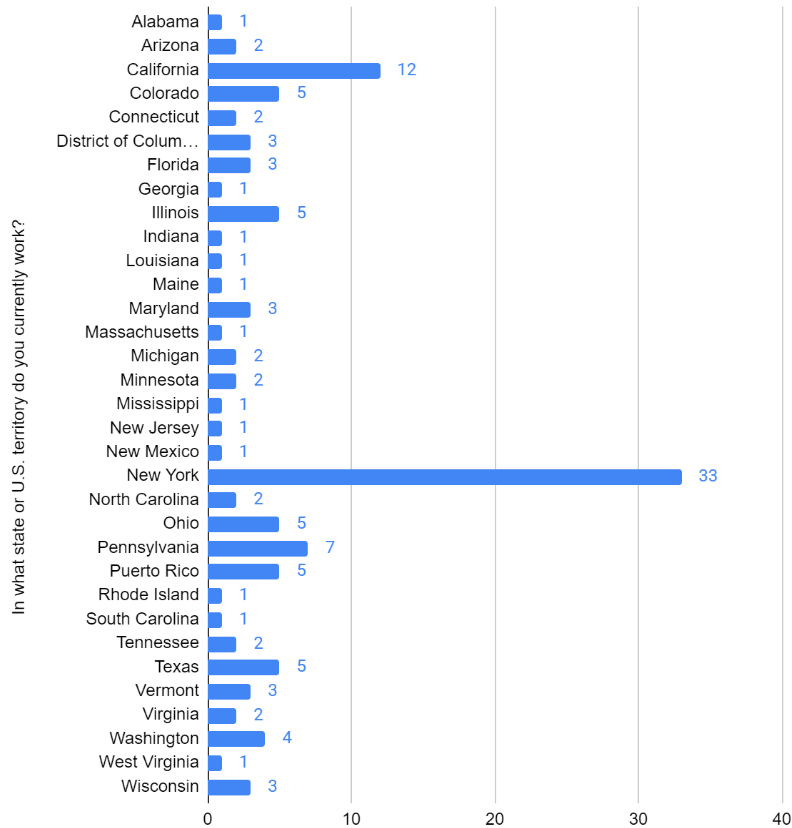
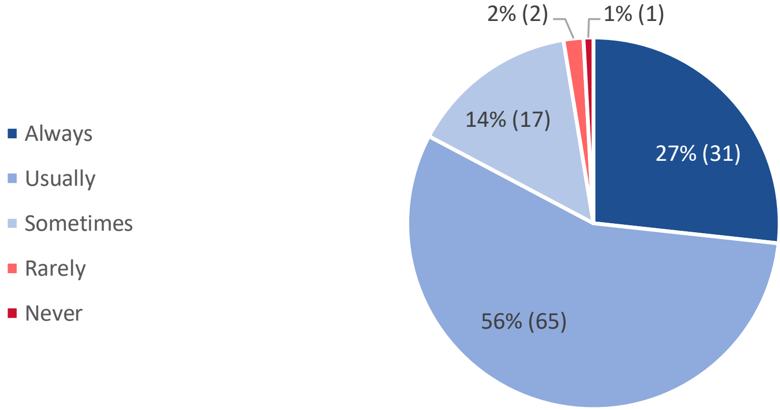
Appendix A: Nationwide Survey of Homeowner Advocates on General Loss Mitigation Issues



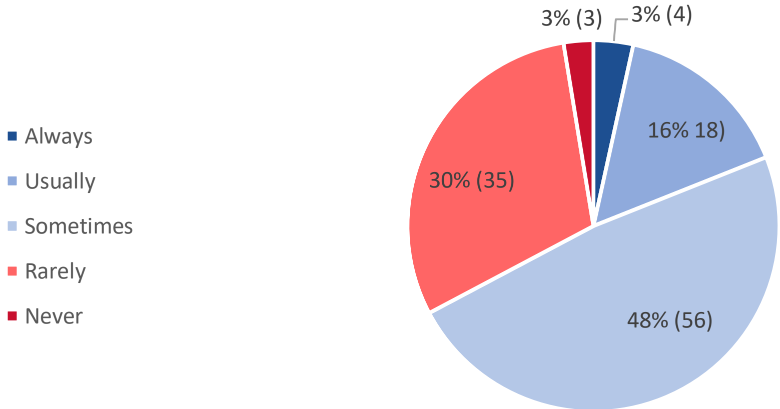
I am a….

Response	Count (percentage)
Housing Counselor/Advocate	48 (39%)
Legal Services/Non-profit Attorney	59 (48%)
Private Attorney	6 (5%)
Other	9 (7%)
Total	122

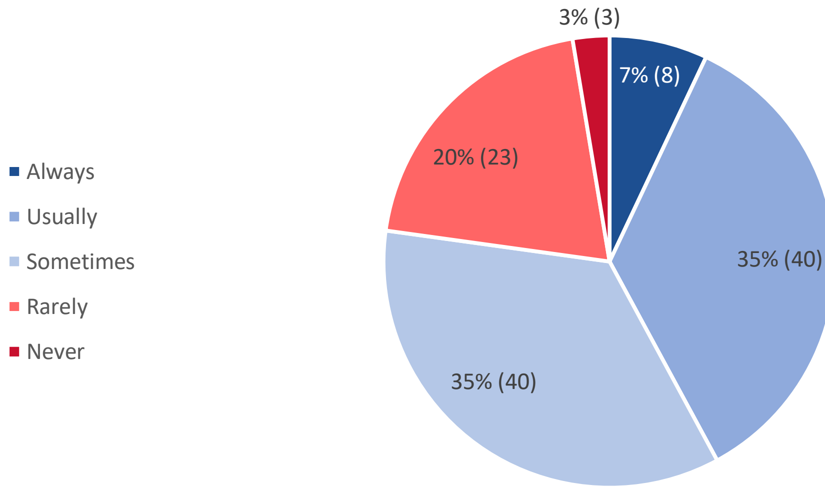
1. For your clients who were given a forbearance during the last two years, how often were they confused or uncertain about their options at the end of the forbearance period? (116 responses)



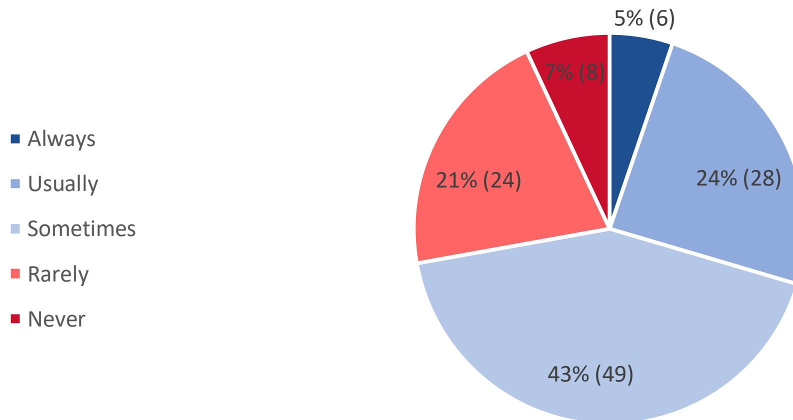
2. For your clients who were given a forbearance during the last two years and were not able to bring the loan current on their own at the end of the forbearance period, how often were they given a permanent loss mitigation option that resolved their deli



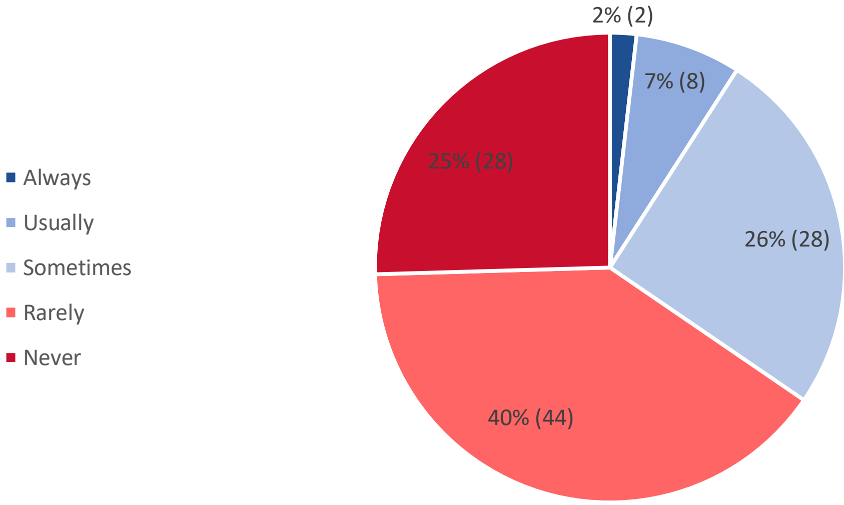
3. Have streamlined loss mitigation reviews made it easier for your clients to access alternatives to foreclosure? (114 responses)



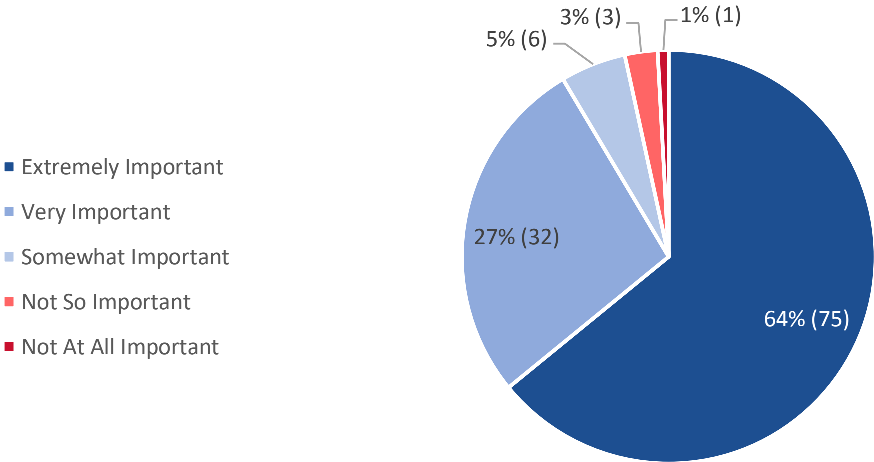
4. Over the past three years, how often have your clients accepted a streamlined loss mitigation option and been able to avoid foreclosure as a result? (115 responses)



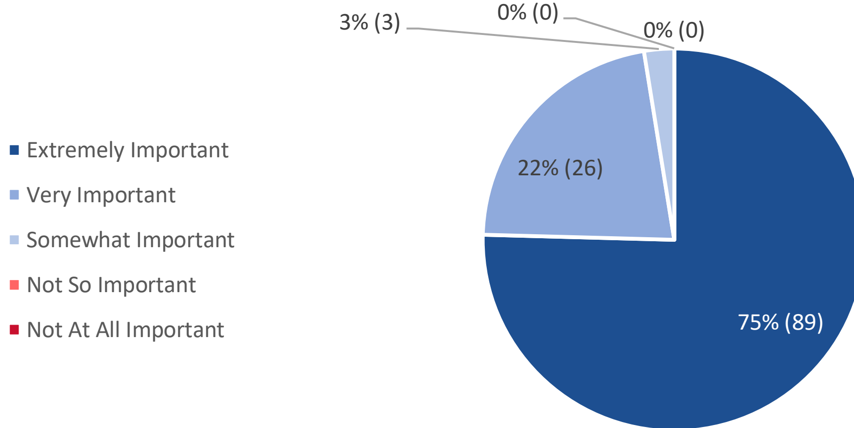
5. How often did the appeal process successfully result in a change to the loss mitigation decision or terms? (110 responses)



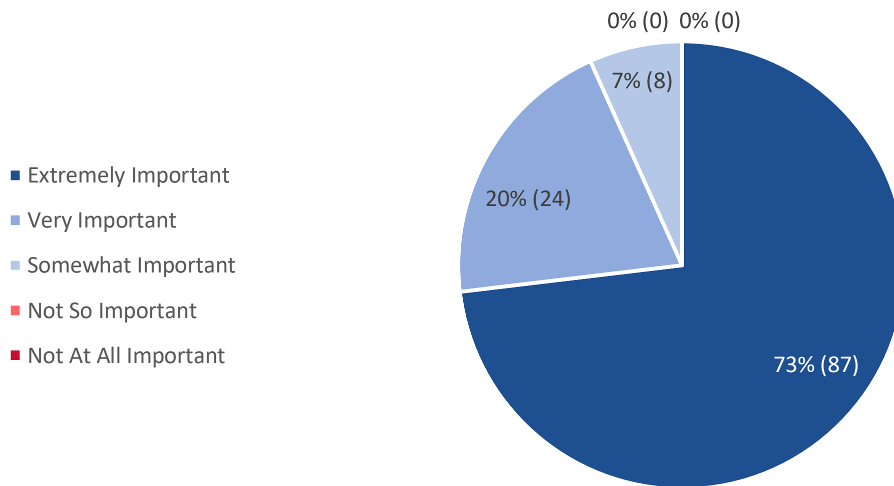
6. How important is it for a pre-loss mitigation early intervention notice to identify the investor that owns the loan? (117 responses)



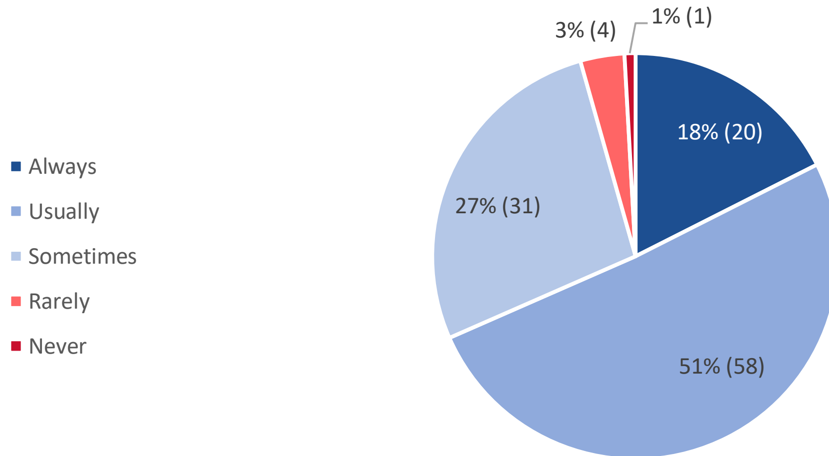
7. How important is it for a pre-loss mitigation early Intervention notice to identify the options available from that investor in basic terms? (118 responses)



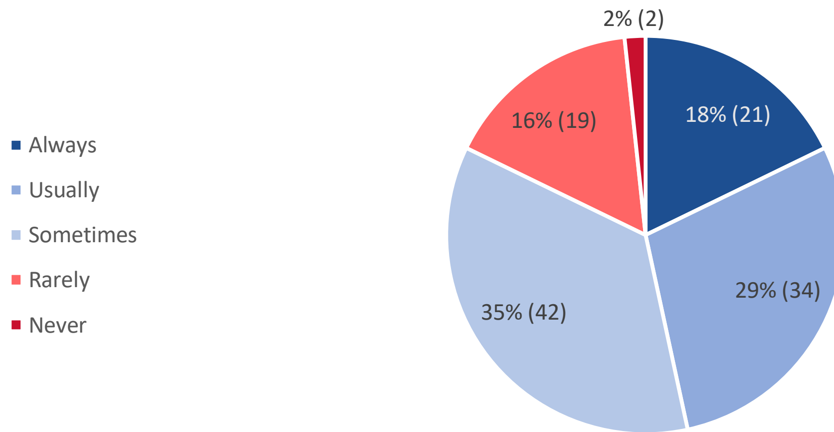
8. How important is it for an evaluation determination notice to identify other loss mitigation options that remain available and steps the borrower must take to be reviewed for them? (119 responses)



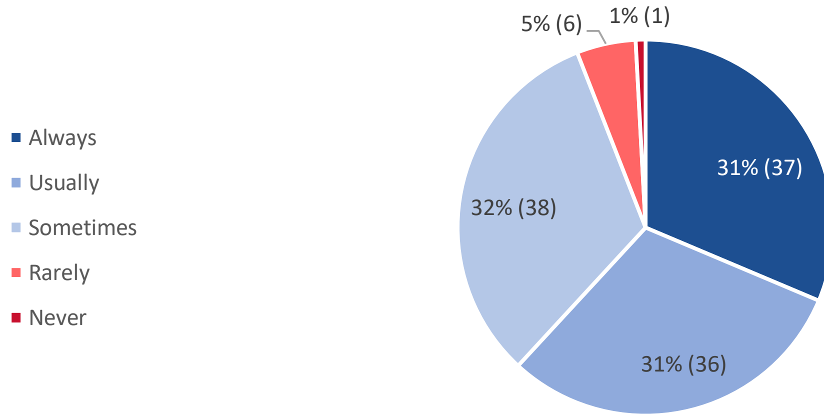
9. How often have your clients received any letter from their loan servicer 5 or more days after the date on the letter? (114 responses)



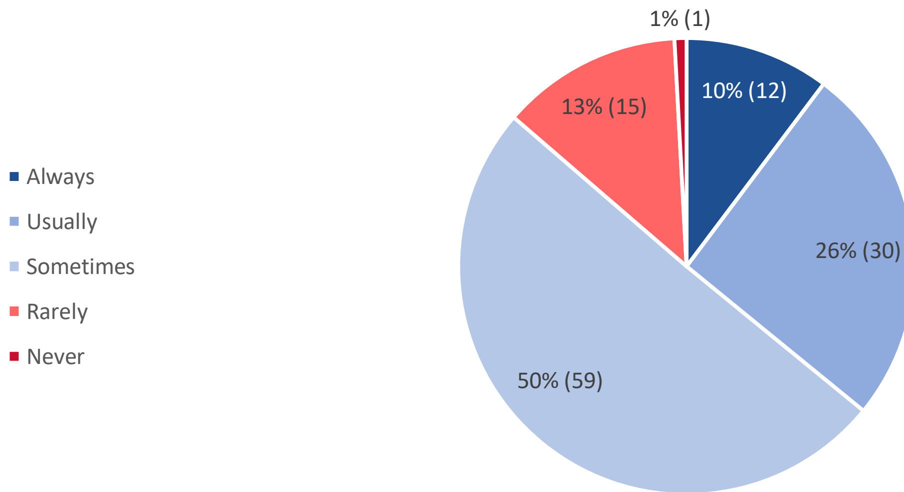
10. How often do late fees impact whether your client can reinstate their mortgage after falling behind either through loss mitigation or some other means? (118 responses)



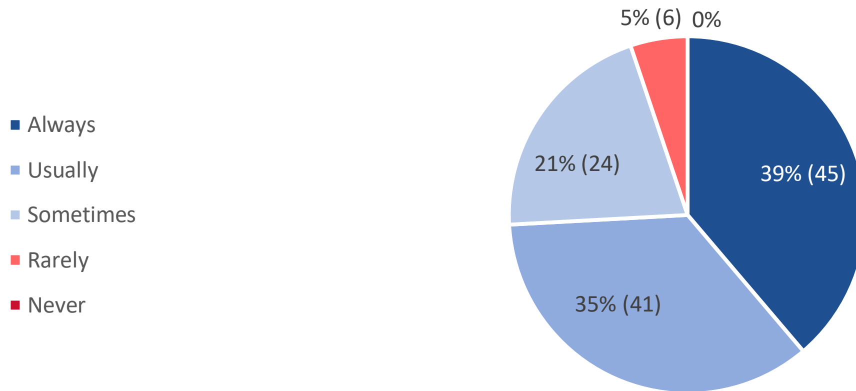
11. How often do attorneys fees or foreclosure fees impact whether your client can reinstate their mortgage after falling behind either through loss mitigation or some other means? (118 responses)



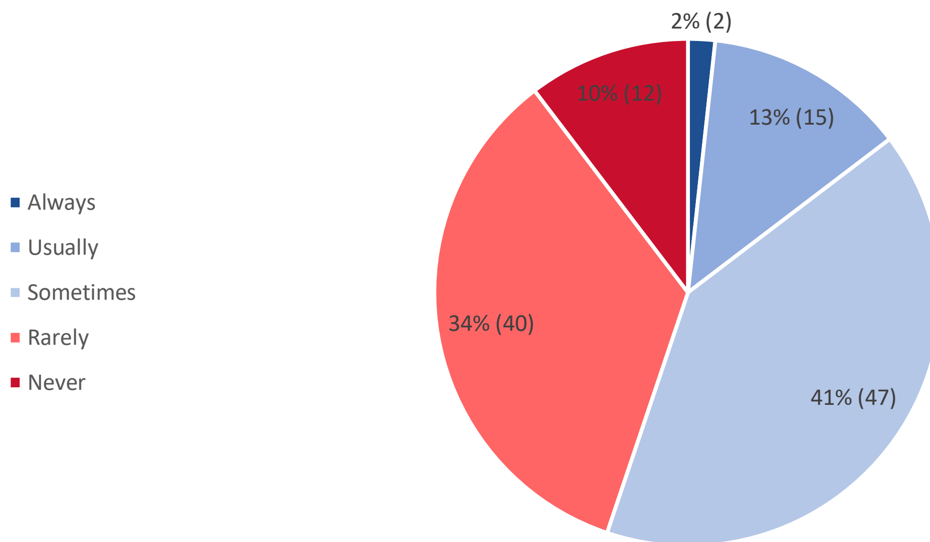
12. How often do you encounter a client who is trying to avoid foreclosure and you cannot promptly determine the options available because you don’t know the relevant investor? (117 responses)



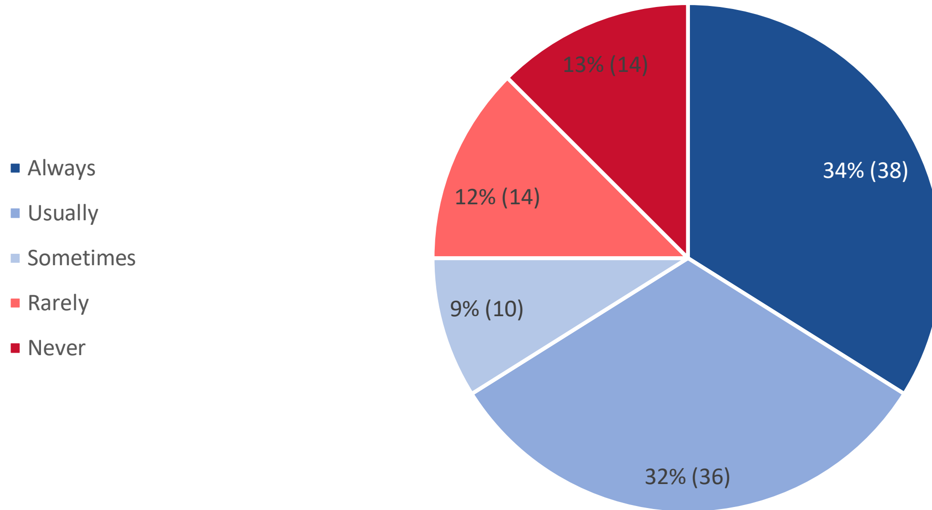
13. For loans held by a private investor, how often is it difficult to determine what loss mitigation options are available and what investor restrictions exist? (116 responses)



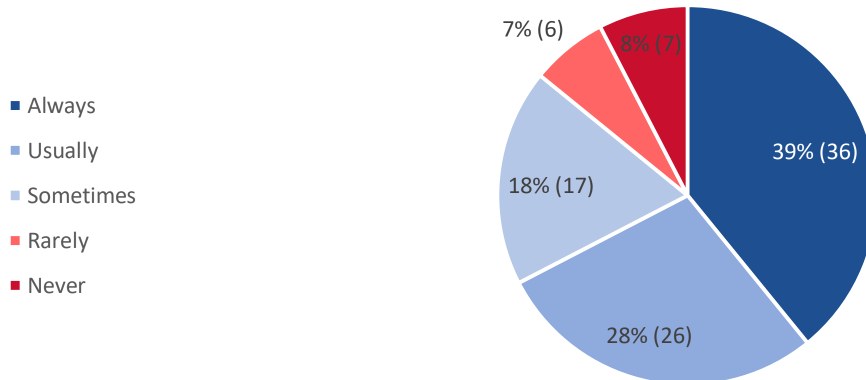
14. How often do you see clients with a zombie second mortgage? (116 responses)

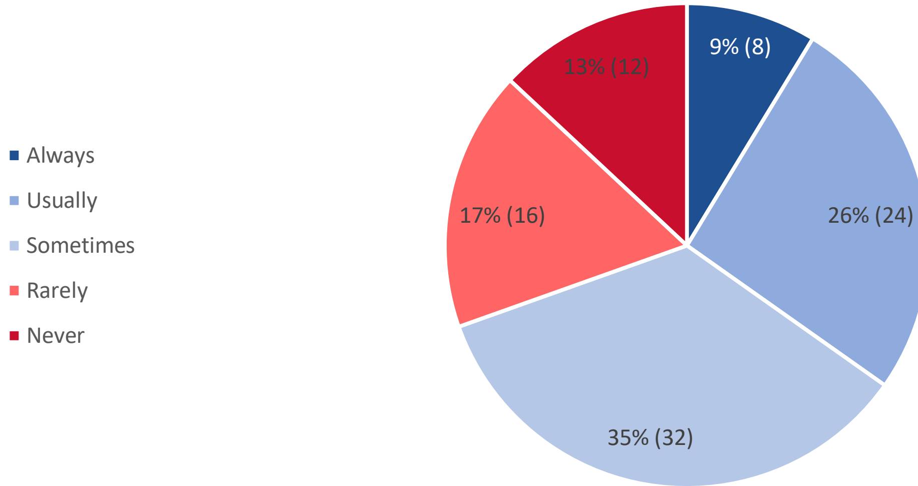


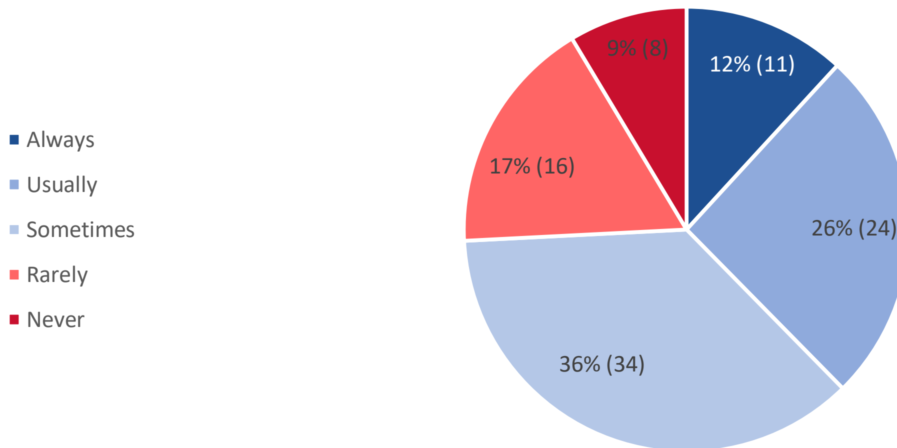
15. How often have clients with zombie second mortgages failed to receive monthly mortgage statements for 2 years or more? (112 responses)



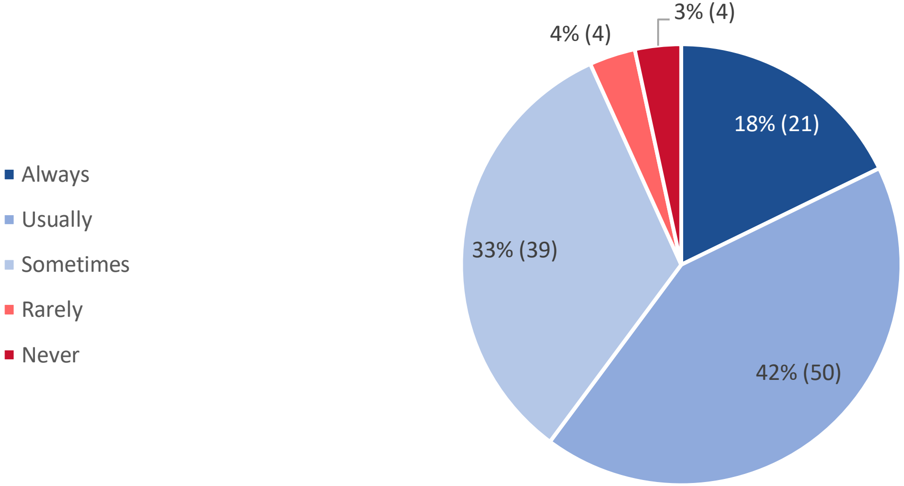
16. How often does it appear that clients with zombie second mortgages have been charged interest for the period when they were not receiving monthly mortgage statements? (92 responses)



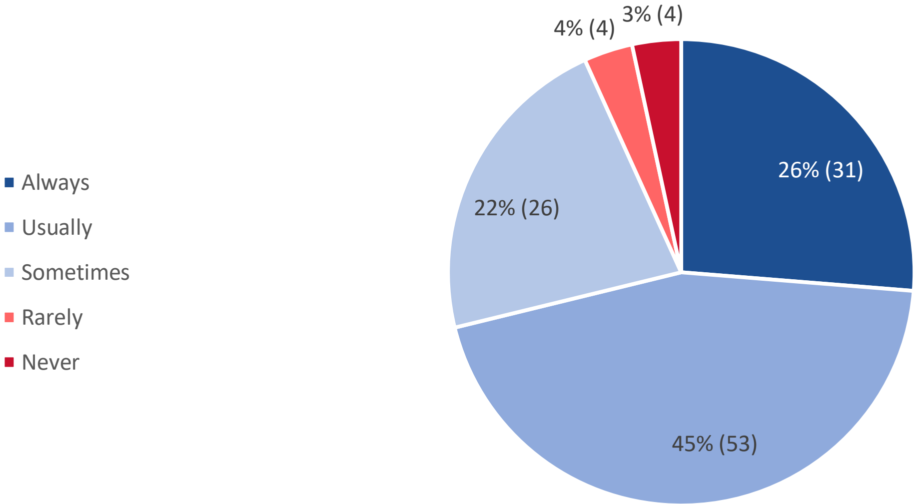

17. How often is the zombie second mortgage a HELOC (Home Equity Lines of Credit)? (92 responses)
Always
Usually
Sometimes
Rarely
Never
9% (8)
26% (24)
35% (32)
17% (16)
13% (12)


18. How often have your clients been on the verge of losing their homes, or have lost their homes, because of a zombie second mortgage when they come to you? (93 responses)
Always
Usually
Sometimes
Rarely
Never
12% (11)
26% (24)
36% (34)
17% (16)
9% (8)

19. How often are successors in interest facing the risk of foreclosure during the process of attempting to get the servicer to confirm their status as a successor in interest? (118 responses)



20. How often are successors facing unreasonable delays or unreasonable demands by servicers for documentation of successor status? (118)



Appendix B: Excerpts from Narrative Responses to Nationwide Survey of Homeowner Advocates on General Loss Mitigation Issues

I. Forbearance Access

- “Forbearance can be a great tool, but I think that borrowers are not always made aware of the options to resolve the delinquency at the end of the forbearance period. We often have clients come to us after getting off a forbearance, not knowing what to do next. It feels like borrowers are relieved by the additional time before a foreclosure, but may not be sure of what they should be doing during that time period. I think it could be really helpful if servicers provided info on housing counseling resources when someone enters a forbearance, so they could work with the counselor throughout the forbearance period and hopefully have a permanent plan in place by the time it ends.” – Legal services paralegal in Pennsylvania

- “Many Clients were led to believe that missed payments would be applied to the mortgage as a balloon payment only for the servicer to demand full repayment immediately.” – Legal services attorney in New York

- “It’s absolutely confusing for homeowners in PR. Every investor has their own ways to navigate forbearance and it never is a comprehensible and transparent process. The majority of our clients have access to forbearance only when lawyers get into their case and help them. It’s very hard to get banks/investors accountable for noncompliance with CFPB laws regarding loss mit.” – Legal services attorney in Puerto Rico

- “It would be helpful to our homeowners when they ask for a forbearance to be told what would happen upon return to making the regular monthly payment. At times homeowners were nearing the end of their forbearance term, they reached out to the lender to get information, but lender encouraged them to extend the period and then when they returned to making a payment, it was not always placed at the end of the loan as the homeowners thought it was going to be. Having clear terms in writing when homeowners accept a forbearance would be helpful.” – Housing counselor in California.

- "All too often servicer demands full payment of arrears at end of forbearance and doesn't offer any alternatives. Defeats purpose of forbearance to make an impossible demand.” - Legal services paralegal in Wisconsin.

- “Many clients are still confused about what the purpose/role of a forbearance is and what their options will be at the end of the forbearance. Servicers still need to make it very clear in borrower communications that homeowners likely need to actively apply for loss mitigation options, and that some options may be outside options like new refinancing loans.” – Legal services attorney in New York

II. Identifying Investors and Restrictions

- "Getting clarity from private investors of their loan modification requirements is extremely difficult. Yet, this information is absolutely necessary for homeowners seeking to resolve their foreclosures through a loan modification. Homeowners with private loans are often tapping in the dark to find out what they need to show in terms of income and eligibility to qualify for a loan modification. It shouldn't be this way. If things were clear from the start, it would be a world change for homeowners in distress." – Legal services attorney in New York

- "For example, I find that sometimes it was an FHA loan but when client previously modified the loan, it no longer is an FHA loan. Most clients have no idea what type of loan they have." – Legal services attorney in New York.

- "It would be helpful for the monthly mortgage statements to identify the investor. Years back we were told investors only allowed one modification for the life of the loan, when I demanded to know the investor and the contact info, I called and the investor communicated with the lender, this was not true. I was able to get a modification for our client." – Housing counselor in California.

- "Non-GSE loans are a significant percentage of the loans we see, and for a non-GSE loan, it is usually difficult at the outset to determine the investor (unless the plaintiff in the foreclosure case is a named RMBS or private trust), and almost always difficult to determine what options the investor will entertain. (It's getting rarer these days that the investor will be an RMBS trust with a PSA on file with the SEC that has language addressing loss mitigation - something that was more common a decade ago.)." – Legal services attorney in New York.

III. Notices

- "Sometimes the lender includes a letter that was never previously sent. I know this because the date is after my authorization letter was received, and the lender does not send or copy me in the letter. The letter can be 3 weeks to a month old. Although the address on the letter is correct, the letter either comes very late or not at all." – Legal services attorney in New York

- "Sending the same form letters repeatedly may impact the borrower actually reading them. It would be helpful if the letter was directly on point as to what the borrower is facing." – Legal services attorney in Tennessee

- "Transparency is very important, but when available loss mitigation options are listed without mention of there being a waterfall or that borrowers have to qualify for them, I've often seen borrowers get confused about why they were approved for one option over the other. It's a balance between letting borrowers know what's available while making it

clear that borrowers don't necessarily get to choose which option they want.” – Housing counselor in Minnesota

- “I have often found with almost all servicers communication is extremely difficult. Letters are dated one day but don't arrive to my clients sometimes until two to three weeks after they are dated causing us to have to rush through decision making. Servicers are also very rarely forthright with the investor and/or guidelines for the loan they are beginning the foreclosure process on and my clients often know very little about their own mortgages.” – Housing counselor in New York

IV. Fees

- “In New York we have a statute prohibiting attorney's fees being charged while a case in the mediation stage. Despite this law, bank and servicer attorneys regularly pad the reinstatement figures with attorney's fees. It's difficult to push back on these even with our homeowner protection statute. Having clarity and boundaries from regulations in Regulation X could be helpful.” – Legal services attorney in New York

- “Fees often make it difficult to reinstate as the borrower is provided a reinstatement quote that is only good for a short period of time (sometimes only 7 days). Since fees are constantly accruing, borrowers struggle to get the correct reinstatement amount in. This is especially difficult because legal fees often do not show up on borrowers' statements, especially when in foreclosure, so the servicer may quote them a number that is different from the lender's attorney's quote.” – Legal services attorney in Pennsylvania.

- “We've had clients who have enough to get the loan current, but fall short due to the attorney and foreclosure fees, especially recently. We successfully negotiated having the attorney and foreclosure fees deferred, to get our client current, but it's unfortunately not a common successful outcome.” – Housing counselor in California.

- The reluctance of servicers and their attorneys to share itemized information about fees - especially, but not limited to, attorneys' fees - is troublesome. Since the mortgage instruments shift the obligation for reasonable attorneys' fees to the borrower, the borrowers should have a right to know the basis of the fees so they can determine if the fees are reasonable or not. (I don't suggest that privileged information be disclosed - merely information such as this amount is charged for drafting this document, this amount is charged for telephone calls, this amount is charged for court appearances, etc.) – Legal services attorney in New York.

- “The impact is small but cumulative. Late fees are usually a smaller component of arrears, and are not as significant as interest, escrow advances and attorneys'/foreclosure fees. Attorneys' fees can be more significant, and I know of at least one servicer who has demanded they be paid in a lump-sum before a trial plan can start. More often, our clients face a situation where they have to accept an unreasonably high fee as part of a modification. The court exercises control and requires plaintiff's counsel to justify its fees when they move for judgment of foreclosure and sale, but the

borrower has no recourse when the lender tries to roll the same inflated fees into a modification, payoff or reinstatement." – Legal services attorney in New York.

- "Fees often pose a significant barrier to reinstatement, particularly when the issue is unrelated to the borrower's ability to pay and instead has to do with a servicer error or other issue that arose with the loan. Borrowers who can reinstate often are limited by the fees that only grow over time." – Legal services attorney in Connecticut.

V. Successors in Interest

- "This is one of the biggest issues I deal with. Successor in Interest document requests are almost always unreasonable, as the servicer ignores state law and insists they need a deed/probated will/letters of administration to authorize them on the account. We frequently have to escalate to the CFPB/NSC or send a Notice of Error. Servicers' failure to establish individuals as SII has caused their loans to fall into foreclosure and face imminent Sheriff Sale. Heirs often rush to get a deed and have to exhaust funds on that just to be able to talk to the servicer. Many of our clients have received funding from PAHAF, which provides up to 50k of reinstatement assistance, but their servicers' failure to establish them as SII prevents them from receiving these funds. Servicers need to be familiar with the state laws that govern the areas they are servicing in. Nearly all servicers tell heirs they need a deed, but that is not true under PA State Laws of Intestacy. Servicers and their attorneys continue to ignore our explanations of why these requests for deeds are unreasonable." – Legal services attorney in Pennsylvania.

- "Majority of the servicers don't have staff who understand SII options or processes. Most of the servicers are also still not offering "confirmed SII" v "assumption of loan SII"." – Housing counselor in California.

- "Extremely problematic area. Servicers keep demanding the same financial documents that were already submitted, claiming the documents have gone stale even though time delay was on their end. Or they move the goalposts and demand documents they hadn't requested before. For instance, one client was granted SII but then they demanded that he file probate. House was willed by his mother. His sister is a co-heir but doesn't live in the house. Then they turned around and asked for death certificates for father and grandfather who died years before mother did. In another case, servicer will not grant SII to woman who is divorced. Ex was abusive but did sign quit claim deed. Still, servicer demands that ex sign loan modification documents. Homeowner had to file Ch. 13 bankruptcy to stop a sheriff sale that never should've been scheduled." – Legal services paralegal in Wisconsin.

- "In Tennessee, transfer of ownership can occur outside probate by filing appropriate property documents with the Register of Deeds. Servicers don't understand this and tell successors in interest that they must open a probate case. Unless they can obtain counsel, they cannot navigate this on their own usually. I think most will file probate but if payments are behind, they may lose the home before the probate case is complete." – Legal services attorney in Tennessee.

- “Servicers sometimes demand unreasonable documentation to confirm SII status. For example, when a homeowner dies intestate in NY, real property of the person owned individually or as a tenant in common passes to the heirs by operation of law without the need for administration. If the decedent didn't have any other property that needs to be administered, it is unreasonable for a servicer to require a successor in interest to obtain letters, particularly when the initial filing fee for an administration proceeding can be as high as $1,250.” – Legal services attorney in New York.

- “This is a serious problem in my practice. The servicers are routinely refusing to recognize the successors in interest and refuse to provide any information (unless it's from the dead borrower!) without a lot of curative title work. Generally, my clients in these cases are adult children who have lived in the house and taken care of the last dying parent, but have siblings scattered about the country. There is no will from either parent, though the "wish" of the last dying borrower is that the adult child who has been giving the care gets the house. And the only asset is the house. This is a real challenge when there might be 5 or 6 heirs. Trying to get title going through probate is time consuming and expensive, and the servicers are often commencing foreclose before we have time to get a designated heir/successor.” – Legal services attorney in Mississippi.

VI. Zombie Second Mortgages

- “There is a disturbing trend in zombie second mortgage cases when the case proceeds to sale. While the statement of debt showed a high reinstatement figure (including interest and fees that accrued during years when no mortgage statements were being sent) the substitute trustees accept a sale price at close to the unpaid principal balance (far below FMV and a fraction of what was claimed to be owed). The foreclosure deed is recorded transferring ownership "subject to the" FIRST lien that was current but not satisfied as a result of the foreclosure sale. This wipes out all of the equity that the homeowner had, and leaves the homeowner on the hook with personal liability for the first mortgage, which still has not been paid off. Moreover, many homeowners continue making payments on the first mortgage, thinking it will help them save their homes.” – Private attorney in Maryland.

- It is well known that a cottage industry has blossomed around junior lien note transfers. Sellers and purchasers are often transferring very minimal files. These notes are not accompanied by a documented history of compliance. Regulations should require a minimum of due diligence and compliance for the entire life of the loan.” – Legal services attorney in New York.

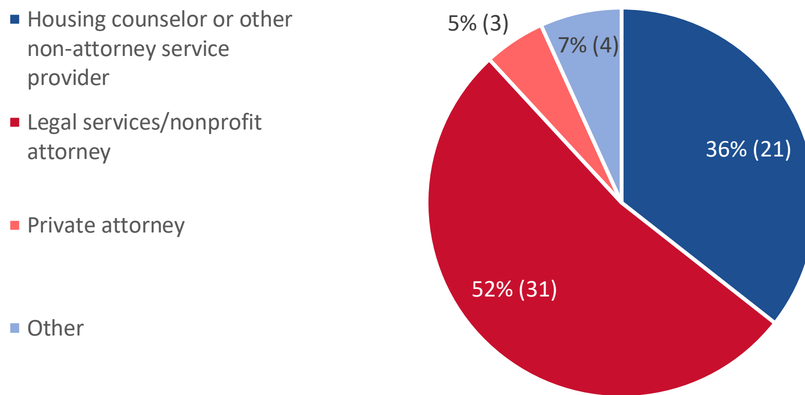
- “The law needs to change regarding Zombie Seconds. They need to notify the borrower of loan transfers and send statements, long before they foreclose. Most of my homeowners, don't even remember having a 2nd and in some cases it was their spouse that obtained the 2nd and wife was unaware. Then they receive a letter stating they owe a large amount on their home, from someone they don't even know. Clients usually ignore this, thinking it’s a scam, the next thing they know they receive the notice of

Trustee Sale and the home is sold before they can even do anything about it. I just had a 90 year old widow senior go through this, she is homeless now with her adult disabled son. She lost almost $300,000 in equity. It's terrible, this needs to be addressed and stopped." – Housing counselor in California.

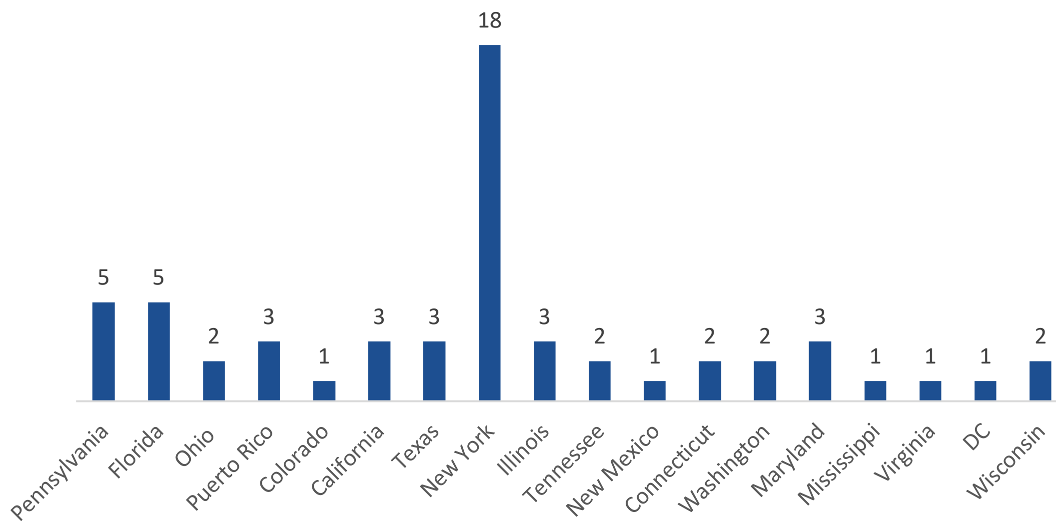
- "It is becoming a serious problem. Homeowners and families are losing homes and equity. There are not easy ways to stop or resolve them. Something needs to be done nationally." – Legal services attorney in North Carolina

Appendix C: Nationwide Survey of Homeowner Advocates on Language Access Issues

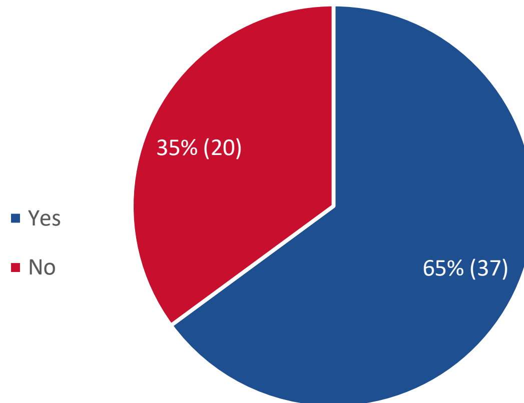
1. What is your occupation? (59 responses)



2. In What State or U.S. Territory Do You Currently Work?



3. Have you ever repesented clients who have a preferred language that is not English or Spanish? (57 responses)

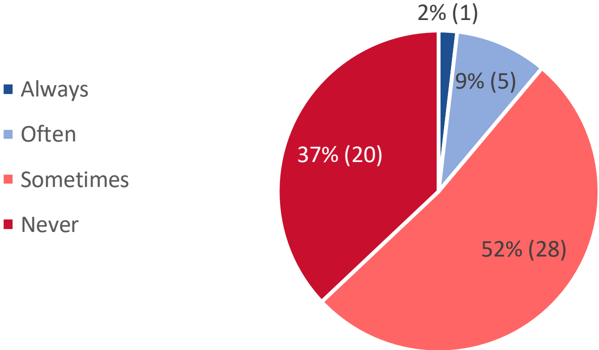


If you answered “yes” to the previous question, what were the preferred languages of those clients?

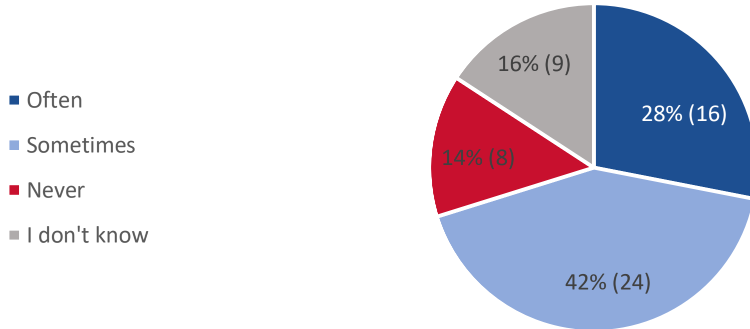
Language	**Number of respondents listing this language**
Haitian Creole	10
Arabic	8
Mandarin Chinese	8
Russian	7
French	5
Portuguese	5
Polish	4
ASL	3
Cantonese	3
Korean	3
Punjabi	3
Tagalog	3
Urdu	3
Vietnamese	3
Cambodian	2
Hindi	2
Hmong	2
Farsi	2
Somali	2
Amharic	1
Bangla	1

Bengali	1
Dari/Farsi	1
Italian	1
Mexican Indigenous languages (Mixteco, Triqui, Purepecha, Nahuatl, Zapoteco)	1
Mongolia	1
Nepali	1
Pashto	1
Persian/Farsi	1
Romanian	1
Serbo-Croatian	1
Sinhala	1
Sinhalese	1
South Indian languages	1
Thai	1
Tibetan	1
Yoruba	1

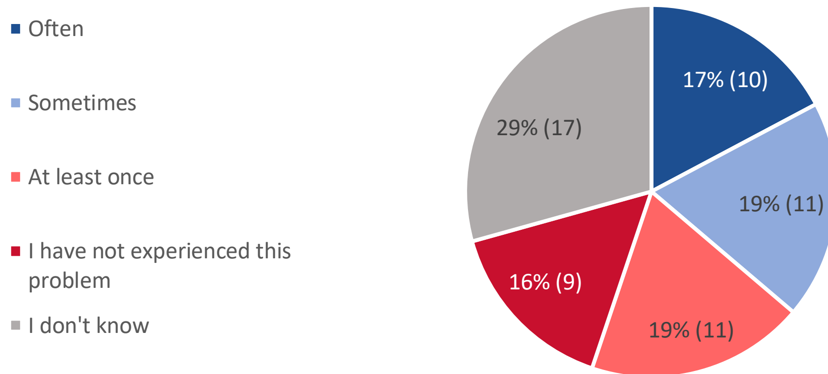
4. In your experience, do mortgage servicers provide your Spanish-speaking clients with documentation in Spanish? (54 responses)

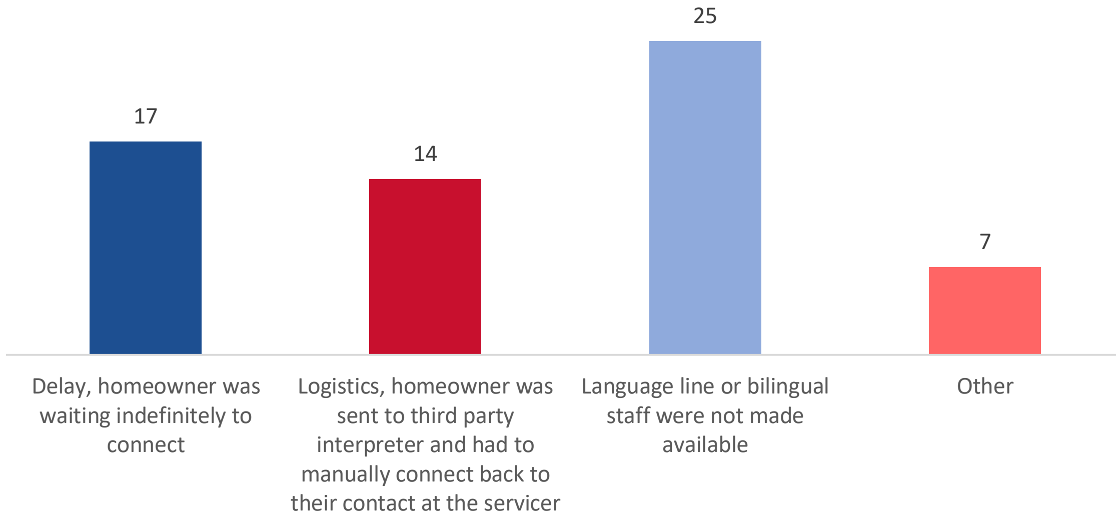


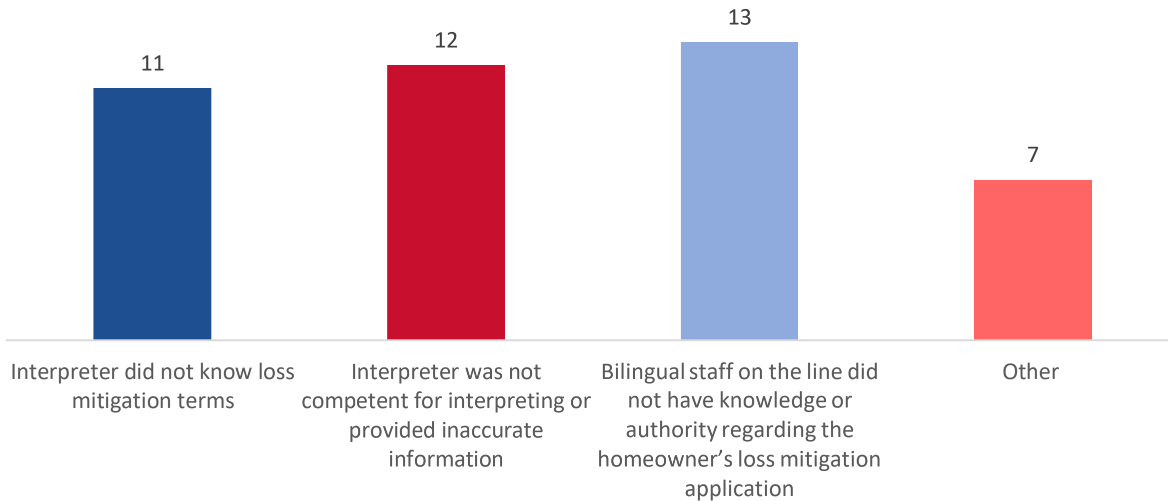
5. Have you worked with a homeowner with limited English proficiency who struggled to obtain loss mitigation because loss mitigation notices were only sent in English? (57 responses)



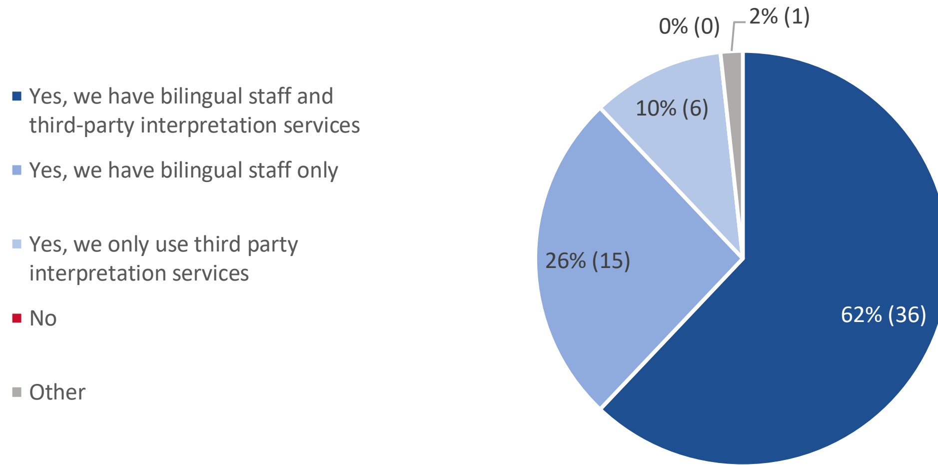
6. Have you worked with a homeowner who was unable to connect to oral interpretation services with their servicer? (58 responses)



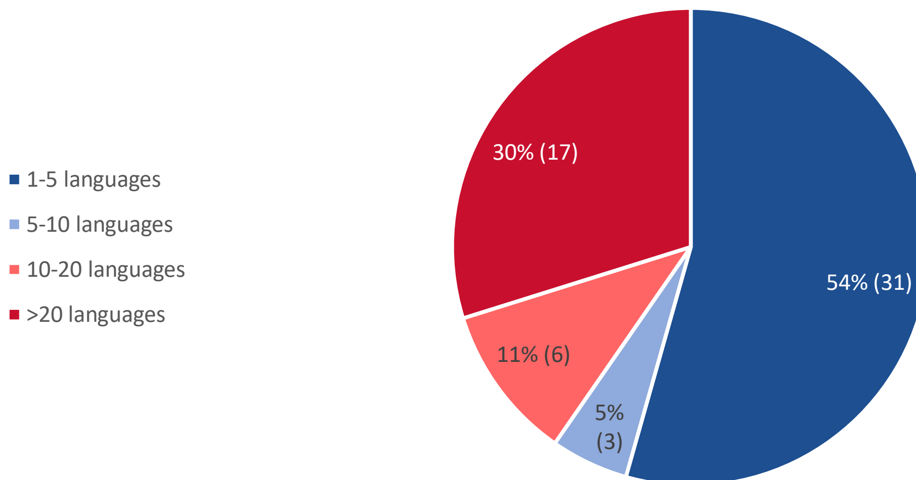

7. If your client(s) have not been able to connect with oral interpretation to communicate with the mortgage servicer, what was the source of the issue(s)? (check all that apply) (39 responses)
17
14
25
7
Delay, homeowner was waiting indefinitely to connect
Logistics, homeowner was sent to third party interpreter and had to manually connect back to their contact at the servicer
Language line or bilingual staff were not made available
Other


8. If you answered that your client(s) have experienced inadequate oral language assistance, what were the sources of the issue(s)? (check all that apply) (26 responses)
11
12
13
7
Interpreter did not know loss mitigation terms
Interpreter was not competent for interpreting or provided inaccurate information
Bilingual staff on the line did not have knowledge or authority regarding the homeowner's loss mitigation application
Other

9. Does your office provide oral interpretation services to homeowners, through either bilingual staff or through a third-party interpretation service? (58 responses)



10. Please provide an estimate of how many languages for which your office is able to provide services (57 responses)



Appendix D: Excerpts from Narrative Responses to Nationwide Survey of Homeowner Advocates on Language Access Issues

Comments or examples regarding translated mortgage servicing documents and their importance to your clients:

“A client relied on relatives to translate documents for him. For a variety of reasons, they did not understand the default documents he was receiving, and as a result he did not reach out for assistance until very late in the foreclosure case.” (New York Advocate)

“It is important to translate servicing documents so that clients can access the help they need.” (Pennsylvania Advocate)

“In our foreclosure prevention counseling session, we assisted a client who was at risk of losing his home because the mortgage catch-up options were provided only in English, which he did not fully understand. This language barrier nearly led to the loss of his home, highlighting the importance of offering crucial information in a language that clients can comprehend.” (Florida Advocate)

“The majority of loss mit departments run in English only. Many of our clients cannot complete loss mitigation due to language barrier. They come to our organization since they were unable to understand any of their options to keep their home. This is a big issue specially with elderly people in PR.” (Puerto Rico Advocate)

“Applications for Loss Mitigation are sent only in English as well as their instructions. Client have a hard time completing these on their own.” (New York Advocate)

“The majority of the correspondence that is sent to borrowers in Spanish is formal, thus the borrowers do not understand it. We have also witnessed the same servicer provide translated correspondence to one borrower but not another in a different part of the state.” (California)
“I have seen clients sign docs in English that they didn't understand. When this happened and a court case followed, the Judge ruled against my clients because they should not have signed if they didn't know what they are signing.” (Tennessee Advocate)

“Spanish and English are 99% of the languages spoken by clients at our agency. In the instances where the language spoken was not available in mortgage documents, we hired a translator for the clients.” (Pennsylvania Advocate)

“Mortgage servicers should provide notices in multiple languages, for example English and another language to help borrowers better understand their options.” (New York Advocate)

“Another common problem is representatives that speak very poor Spanish. This often results in misunderstandings for our clients. There also seems to be lack of proper supervision for

Spanish speaking representatives. They will outright lie to our clients and can be short and rude." (Illinois Advocate)

"Probably about 20% of my clients are LEP (with the vast majority of these Spanish speakers). My Spanish speaking clients may get some letters inviting them to apply for loss mit in Spanish (this isn't uniform) but the info about the options themselves is in my experience always only in English. In addition to the issue of not understanding their options there are some other undesirable effects, first of all my Spanish speaking clients are (anecdotally) much more vulnerable than my English speaking clients to 1) bad mortgage workouts, 2) mortgage rescue fraud (as they truly don't feel they can pursue their options on their own and are more susceptible to offers of "help"), and 3) while this isn't limited to LEP clients it is worse, they often don't understand the loss mit option they did get. I recently had an LEP client who did not understand he had a partial claim and that it would come due if he refinanced and consequently he made a poor financial decision as he was only relying on verbal translation and truly did not understand what he had signed." (Illinois Advocate)

"I've had clients who don't know how to get access to the limited oral translation services from their mortgage servicer due to all of their documents being only in English. This has prompted the client to reach out to legal aid for help, where we engage translators to then force servicers to give our clients loss mitigation or other rights they're entitled to under RESPA." (Texas Advocate)

Additional Comments on the Need for Language Access:

"Servicers should have the customer's language, oral interpretation should be provided to the client to help understand the terms and conditions of loan documents and the situation." (Puerto Rico Advocate)

"There are still many bureaucratic and technological hurdles to making the process smooth for our clients. When adding the difficulty of having to follow along with confusing and technical legal terms, it makes the process more difficult for these clients." (New York Advocate)

"The CFPB should know that providing important documents, like mortgage options and foreclosure notices, in the client's preferred language is essential. For example, a client nearly lost their home because the options were only in English, which they didn't understand. Better language access can prevent this kind of harm." (Florida Advocate)

"We are confronting issues finding a sign language interpreter." (Ohio Advocate)

"I work at a legal aid service in Philadelphia, a very culturally diverse city. One of the most important tools we have to offer are language services. We have multiple paralegals and attorneys in our Consumer Housing Unit, and across the organization, who speak Spanish and English. Furthermore, we utilize Language Line, a third party service that helps connect us with translators for practically all languages. This service is amazing. Homeowners call our hotline, and once we identify they are not English speaking, we can patch in Language Line to do an intake. We also use Powerling for translating documents to other languages. There are countless times where clients have struggled to receive legal advice or information about their loan due to language barriers in the past, and once we connect with them, we are able to set them up with advice and actions that will help them save their home. If we, as an underfunded

legal services organization, can afford to utilize these services for our clients, servicers certainly can afford to do the same.” (Pennsylvania Advocate)

“If Legal Services can afford a language line quality interpretation services, then the servicers should easily be able to afford this.” (Ohio Advocate)

“The loan toolkit and loss mitigation procedures should be translated into Arabic and French.” (Colorado Advocate)

“The fines for not complying with providing clear info in Spanish (the majority of the letters are incorrectly translated) should be higher in order to held creditors, banks and servicers accountable in Court. This could make them comply with regulations regarding language.” (Puerto Rico Advocate)

“The main takeaway is that having a section at the bottom of correspondence where the borrower is informed that they may call the servicer to receive the information in their preferred language is an unnecessary hurdle that is steering LEP borrowers toward PREVENTABLE FORECLOSURE. LEP borrower contacted our office days before a scheduled auction sale date due to: 1. servicer not having interpreters available when the borrower called/long holds that ultimately dropped 2. correspondences sent were in English only 3. "missing documents" were repeatedly submitted. We stopped the foreclosure but LEP borrowers do NOT deserve to be on the FAST TRACK to foreclosure.” (California Advocate)

“LEP borrowers may have difficulty understanding the legal documents (i.e. Complaint for Foreclosure) and may not understand the urgency of the situation, which hurts their chances of qualifying for loss mitigation options later. LEP creates barriers to obtaining documents, such as reinstatement quotes needed to meaningfully engage in loss mitigation.” (New Mexico Advocate)

“I think the new proposals should apply to all servicers and I am concerned that they can pick the 5 languages in which they provide services. I like the proposed rule saying that if the servicer advertised in a language, they must communicate in that language. However, how many borrowers are going to keep the original advertisement/solicitation they received.” (Tennessee Advocate)

“Clear and effective communication is essential in financial services. If a financial institution cannot provide documents in a commonly spoken language in the area they serve, they should offer a phone number where individuals can call to have the document explained and translated. This ensures that all clients have equal access to important information and can make informed decisions.” (California Advocate)

“It's important that mortgage servicers not send a huge packet that contains the same notice in multiple languages to try to comply with rules requiring language access. I have encountered English-speaking clients who have been confused or put off by large packets of documents because they don't realize that there's an important English-language notice in the midst of them - and thus are practically deprived of that notice. The most memorable situation I remember was one of my clients, who was an 89-year-old veteran, receiving a double-sided packet of 30 pages front-and-back. He called me (and the only way I was involved was because I had helped him on a separate mortgage problem in the past) and complained that the bank was sending him notices in Arabic. (His surname was Armenian, but that doesn't excuse

sending notices in Arabic.) It turned out that the English notice was on the back side of the third page - which, of course, is exactly where you'd expect an 89-year-old borrower to find it. The point is that servicers should attempt to provide language access to LEP speakers, but not at the cost of failing to provide reasonable access to notices to English-speaking borrowers." (New York Advocate)

"A multilingual addendum informing clients in their own languages how to establish contact with the servicer." (California Advocate)

"I'd like to understand who pays for these charges for language services as this eats into our operating budget." (Pennsylvania Advocate)

"I think the instructions or steps provided to homeowners so they can complete the instructions given by the servicer should be presented in their preferred language." (Florida Advocate)

"Mortgage statement, descriptions of choices to save the home and options to leave the home, and escrow analysis." (Florida Advocate)

"All the documents and letters should be in the client's primary lenguaje." (New York Advocate)

"Language access can mean the difference between resolving delinquency and foreclosing. Language access is essential for borrowers to maintain the mortgage. Language should be accessible for all modes of communication, for notices, emails, and phone calls. Borrowers should also be made aware of interpretation services." (New York Advocate)

"We use Language Line or Voiance, firms that provide telephone-based interpretation services in a large array of languages. I use these services most commonly in Spanish, but I have used them in other languages, such as Cantonese and Serbo-Croatian. Quality of the interpretation can sometimes vary. It is often good but sometimes less so. I have occasionally had interpreters transfer me to specialists who are qualified to interpret on legal matters. There are also sometimes technical issues -- e.g., calls being dropped. We also have Spanish-speaking and other bilingual staff. We can do some interpretation and translation in-house. I have also in some cases relied on clients' family members to interpret, although this is not ideal. Another issue we deal with is interpretation services in court. The courts here in NY are required to provide an interpreter when a litigant does not speak English, but the availability of court interpreters can be unpredictable. A court recently offered my Cantonese-speaking client a Mandarin interpreter, even though we repeatedly requested a Cantonese interpreter. There is one Spanish interpreter who serves our residential foreclosure part, but he is shared with other local courts and is not always available. Some years ago, a client of mine in Manhattan regularly had the services of a court Serbo-Croatian interpreter, who was very helpful." (New York Advocate)

"Requirements for written documentation in preferred language." (New York Advocate)

"In my 5 years with MCLSC, I have handled a little over 500 cases. NONE of my clients have had language access issues. I'm not sure about the other attorneys in our offices around the state. It is a bit surprising, since we do have an Hispanic population of about 100,000. I am quite certain they are getting needed services. And, I'm also certain, if they came to us in the numbers that probably need our services, we would not have the capacity to property handle the caseload. At least, that's my two cents worth." (Mississippi Advocate)

“I think that written translation is very important and at least for many of our clients would help them understand their options and exercise the best option they can. Most of my Spanish speaking clients got their mortgage because they worked with someone who spoke their language to start with and I think if lenders hire Spanish speaking staff to sell loans the language access also needs to continue in the servicing.” (Illinois Advocate)

“At a bare minimum, all servicers should be directed to determine the borrower's preferred language whenever there is either a loan origination or servicing transfer. All mortgage statements and documents related to enforcement of loan requirements (escrow analysis, foreclosure notices) need to be translated too. I've had clients who don't know how to get access to the limited oral translation services from their mortgage servicer due to all of their documents being only in English. This has prompted the client to reach out to legal aid for help, where we engage translators to then force servicers to give our clients loss mitigation or other rights they're entitled to under RESPA. This results in unnecessary foreclosures due to language access, which in turn has the potential to exacerbate the affordable housing crisis in America.” (Texas Advocate)

“It may be useful to have the required languages for written notices vary depending on which state the borrower lives in. Different states may have different populations of non-English speakers.” (Virginia Advocate)