

Return Date: No return date scheduled
Hearing Date: 11/13/2020 9:30 AM - 9:30 AM
Courtroom Number: 2408
Location: District 1 Court
Cook County, IL

FILED
7/16/2020 4:04 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH04980

9794877

Chancery Division Civil Cover Sheet
General Chancery Section

(02/19/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

Ray G. Briggs

Plaintiff

2020CH04980

Case No: _____

v.

Land Home Financial Services, Inc., and Atlantica, LLC

Defendant

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

- 0005 Administrative Review
- 0001 Class Action
- 0002 Declaratory Judgment
- 0004 Injunction
- 0007 General Chancery
- 0010 Accounting
- 0011 Arbitration
- 0012 Certiorari
- 0013 Dissolution of Corporation
- 0014 Dissolution of Partnership
- 0015 Equitable Lien
- 0016 Interpleader
- 0017 Mandamus
- 0018 Ne Exeat
- 0019 Partition
- 0020 Quiet Title
- 0021 Quo Warranto
- 0022 Redemption Rights
- 0023 Reformation of a Contract
- 0024 Rescission of a Contract
- 0025 Specific Performance
- 0026 Trust Construction
- 0050 Internet Take Down Action (Compromising Images)
- Other (specify) _____

Atty. No.: 41106 Pro Se 99500

Atty Name: Daniel A. Edelman

Atty. for: Ray G. Briggs

Address: 20 South Clark Street, Suite 1500

City: Chicago State: IL

Zip: 60603

Telephone: (312) 739-4200

Primary Email: courtecl@edcombs.com

Pro Se Only: I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

Email: _____

FILED DATE: 7/16/2020 4:04 PM 2020CH04980

Atty. No. 41106

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAY G. BRIGGS,)	
on behalf of Plaintiff and a class,)	
)	
Plaintiff,)	2020CH04980
)	
vs.)	
)	
LAND HOME FINANCIAL)	
SERVICES, INC. and)	
ATLANTICA, LLC,)	
)	
Defendants.)	

COMPLAINT – CLASS ACTION

1. Plaintiff, Ray G. Briggs, brings this action to secure redress from unlawful credit and collection practices engaged in by Defendants Land Home Financial Services, Inc. and Atlantica, LLC. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”), and the Truth in Lending Act, 15 U.S.C. §1601 et seq. (“TILA”).

2. The FDCPA broadly prohibits unfair or unconscionable collection methods, conduct which harasses or abuses any debtor, and the use of any false or deceptive statements in connection with debt collection attempts. It also requires debt collectors to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

3. In enacting the FDCPA, Congress found that: “[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

4. Because of this, courts have held that “the FDCPA's legislative intent emphasizes

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the need to construe the statute broadly, so that we may protect consumers against debt collectors' harassing conduct," and that "[t]his intent cannot be underestimated." *Ramirez v. Apex Financial Management LLC*, 567 F.Supp.2d 1035, 1042 (N.D.Ill. 2008).

5. The FDCPA encourages consumers to act as "private attorneys general" to enforce the public policies and protect the civil rights expressed therein. *Crabill v. Trans Union, LLC*, 259 F.3d 662, 666 (7th Cir. 2001).

6. Plaintiff seeks to enforce those policies and civil rights which are expressed through the FDCPA, 15 U.S.C. §1692 *et seq.*

7. TILA requires disclosures at the inception of consumer credit transactions and at specified points thereafter. One of the requirements of TILA is that when a residential mortgage loan is sold, the "new creditor" provide a notice within 30 days.

8. Plaintiff was misled and confused by the conduct complained of herein.

VENUE AND JURISDICTION

9. Venue and personal jurisdiction in Cook County are proper because:

- a. Defendants' communications were received by Plaintiff within Cook County;
- b. Each Defendant is a foreign business entity that does or transacts business within Cook County.

PARTIES

10. Plaintiff Ray G. Briggs is a resident of Glenwood, Illinois.

11. Defendant Land Home Financial Services, Inc. is a California corporation with offices at 3611 South Harbor Boulevard, Suite 100, Santa Ana, CA 92704. It does business in Illinois. Its registered agent and office is Illinois Corporation Service Co., 801 Adlai Stevenson Drive, Springfield, IL 62703.

12. Land Home Financial Services, Inc. holds itself out as a "special servicer" of residential mortgage loans. (<https://servicing.lhfs.com/npl-services>)

13. A “special servicer” is mortgage industry jargon for a servicer that services delinquent or nonperforming loans, as opposed to current loans.

14. Land Home Financial Services, Inc. uses the mails, telephone system and internet in conducting its business.

15. Land Home Financial Services, Inc. holds a debt collection license from the Illinois Department of Financial and Professional Regulation.

16. Land Home Financial Services, Inc. regularly collects delinquent debts allegedly owed to others, and is a debt collector as defined in the FDCPA.

17. Land Home Financial Services, Inc. has filed more than 50 foreclosure and collection lawsuits and claims in consumer bankruptcies in Illinois.

18. Defendant Atlantica, LLC is a limited liability company organized under Delaware law with offices at 2001 Western Ave., Ste. 400, Seattle, WA 98121. It does business in Illinois. Its registered agent and office is Illinois Corporation Service Co., 801 Adlai Stevenson Drive, Springfield, IL 62703.

19. The principal occupant of the offices at 2001 Western Ave., Ste. 400, Seattle, WA 98121 is a debt collection law firm, Weinstein & Riley PS.

20. Atlantica, LLC is one of a number of entities operated from the same offices for the purposes of acquiring and liquidating consumer debts of various types.

21. Atlantica, LLC files hundreds of foreclosure and collection lawsuits against consumers, in which Atlantica, LLC is the plaintiff. At least 12 such lawsuits have been filed in Illinois. It also files claims against consumers in bankruptcy proceedings.

22. On information and belief, the principal business of Atlantica, LLC is the liquidation of consumer debts.

23. On information and belief, the sole source of revenue of Atlantica, LLC is the liquidation of consumer debts.

24. Atlantica, LLC is a debt collector as defined in the FDCPA.

25. At all times, Land Home Financial Services, Inc. has been acting with respect to Plaintiff as the authorized agent of Atlantica, LLC.

FACTS

26. Effective April 10, 2020, servicing of a mortgage loan secured by Plaintiff's residence in Glenwood, Illinois was transferred from SN Servicing Corporation to Land Home Financial Services Inc.

27. On March 24, 2020, Plaintiff was sent a notice by SN Servicing Corporation (Exhibit 1) advising of such transfer of *servicing*. The notice identified the creditor or owner of the loan as Atlantica, LLC, 2001 Western Ave., Ste. 400, Seattle, WA 98121. It also stated that SN Servicing Corporation had been acting on behalf of Chalet Series IV Trust.

28. On April 20, 2020, Plaintiff was sent a notice by Land Home Financial Services Inc. (Exhibit 2) stating that the *ownership* of the loan had been transferred on March 10, 2020.

29. The April 20, 2020 notice (Exhibit 2) also purported to contain the "notice of debt" required by the Fair Debt Collection Practices Act.

30. The April 20, 2020 notice was the first communication relating to the debt sent to Plaintiff by Land Home Financial Services, Inc.

31. During March-April 2020, the loan was behind. Plaintiff has been a debtor in a Chapter 13 since November 1, 2017. The plan has not yet been completed.

32. Exhibit 2 does not purport to state the amount of the debt. It states the original principal amount of the debt when it was originated in 1998, but not what was owed on April 20, 2020.

33. Exhibit 2 is a form document regularly used by Land Home Financial Services, Inc.

34. Exhibit 2 is filled out by a computer in a standardized manner.

COUNT 1 – FAIR DEBT COLLECTION PRACTICES ACT – CLASS CLAIM

35. Plaintiff incorporates paragraphs 1-34.

36. This claim is against Land Home Financial Services, LLC.
37. Land Home Financial Services, LLC violated 15 U.S.C. §1692g(a) by failing to state the amount of the debt at the time letters in the form of Exhibit 2 were sent.
38. Section 1692g(a) provides:
- § 1692g. Validation of debts
- (a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—
- (1) the amount of the debt;
 - (2) the name of the creditor to whom the debt is owed;
 - (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
 - (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
 - (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

CLASS ALLEGATIONS

39. Plaintiff brings this claim on behalf of a class.
40. The class consists of (a) all individuals with addresses in Illinois (b) to whom Land Home Financial Services, LLC sent a notice in the form represented by Exhibit 2 (c) which failed to state, identified as such, the amount of the debt as of the date of the notice (d) which notice was sent on or after a date one year prior to the filing of this action.
41. On information and belief, there are more than 35 class members, and the class is so numerous that joinder of all members is not practicable.
42. There are questions of law and fact common to the class members, which

common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether Land Home Financial Services, LLC sends notices in the form represented by Exhibit 2 which fail to state, identified as such, the amount of the debt as of the date of the notice; and
- b. Whether doing so violates the FDCPA.

43. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and FDCPA litigation. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

44. A class action is appropriate for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights; and
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendant for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit; and
- iii. Such other and further relief as the Court deems proper.

COUNT II – TRUTH IN LENDING ACT – INDIVIDUAL CLAIM

45. Plaintiff incorporates paragraphs 1-34.
46. This claim is against Atlantica, LLC.
47. Atlantica, LLC was required by the Truth in Lending Act, 15 U.S.C. §1641(g), to provide, directly or through its agent Land Home Financial Services, LLC, notice of it being the new creditor within 30 days after it became such.

48. Section 1641(g) provides:

(g) Notice of new creditor.

(1) In general. In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

(A) the identity, address, telephone number of the new creditor;

(B) the date of transfer;

(C) how to reach an agent or party having authority to act on behalf of the new creditor;

(D) the location of the place where transfer of ownership of the debt is recorded; and

(E) any other relevant information regarding the new creditor.

(2) Definition. As used in this subsection, the term “mortgage loan” means any consumer credit transaction that is secured by the principal dwelling of a consumer.

49. Implementing Regulation Z, 12 C.F.R. §1026.39, “Mortgage transfer disclosures,” provides:

(a) Scope. The disclosure requirements of this section apply to any covered person except as otherwise provided in this section. For purposes of this section:

(1) A “covered person” means any person, as defined in § 1026.2(a)(22), that becomes the owner of an existing mortgage loan by acquiring legal title to the debt obligation, whether through a purchase, assignment or other transfer, and who acquires more than one mortgage loan in any twelve-month period. For purposes of this section, a servicer of a mortgage loan shall not be treated as the owner of the obligation if the servicer holds title to the loan, or title is assigned to the servicer, solely for the administrative convenience of the servicer in servicing the obligation.

(2) A “mortgage loan” means:

(i) An open-end consumer credit transaction that is secured by the principal dwelling of a consumer; and

(ii) A closed-end consumer credit transaction secured by a dwelling or real property.

(b) Disclosure required. Except as provided in paragraph (c) of this section, each covered person is subject to the requirements of this section and shall mail or deliver the disclosures required by this section to the consumer on or before the 30th calendar day

following the date of transfer.

(1) Form of disclosures. The disclosures required by this section shall be provided clearly and conspicuously in writing, in a form that the consumer may keep. The disclosures required by this section may be provided to the consumer in electronic form, subject to compliance with the consumer consent and other applicable provisions of the Electronic Signatures in Global and National Commerce Act (E-Sign Act) (15 U.S.C. 7001 et seq.).

(2) The date of transfer. For purposes of this section, the date of transfer to the covered person may, at the covered person's option, be either the date of acquisition recognized in the books and records of the acquiring party, or the date of transfer recognized in the books and records of the transferring party.

(3) Multiple consumers. If more than one consumer is liable on the obligation, a covered person may mail or deliver the disclosures to any consumer who is primarily liable.

(4) Multiple transfers. If a mortgage loan is acquired by a covered person and subsequently sold, assigned, or otherwise transferred to another covered person, a single disclosure may be provided on behalf of both covered persons if the disclosure satisfies the timing and content requirements applicable to each covered person.

(5) Multiple covered persons. If an acquisition involves multiple covered persons who jointly acquire the loan, a single disclosure must be provided on behalf of all covered persons.

(c) Exceptions. Notwithstanding paragraph (b) of this section, a covered person is not subject to the requirements of this section with respect to a particular mortgage loan if:

(1) The covered person sells, or otherwise transfers or assigns legal title to the mortgage loan on or before the 30th calendar day following the date that the covered person acquired the mortgage loan which shall be the date of transfer recognized for purposes of paragraph (b)(2) of this section;

(2) The mortgage loan is transferred to the covered person in connection with a repurchase agreement that obligates the transferor to repurchase the loan. However, if the transferor does not repurchase the loan, the covered person must provide the disclosures required by this section within 30 days after the date that the transaction is recognized as an acquisition on its books and records; or

(3) The covered person acquires only a partial interest in the loan and the party authorized to receive the consumer's notice of the right to rescind and resolve issues concerning the consumer's payments on the loan does not change as a result of the transfer of the partial interest.

(d) Content of required disclosures. The disclosures required by this section shall identify the mortgage loan that was sold, assigned or otherwise transferred, and state the following, except that the information required by paragraph (d)(5) of this section shall be stated only for a mortgage loan that is a closed-end consumer credit transaction secured by a dwelling or real property other than a reverse mortgage transaction subject

to §1026.33 of this part:

(1) The name, address, and telephone number of the covered person.

(i) If a single disclosure is provided on behalf of more than one covered person, the information required by this paragraph shall be provided for each of them unless paragraph (d)(1)(ii) of this section applies.

(ii) If a single disclosure is provided on behalf of more than one covered person and one of them has been authorized in accordance with paragraph (d)(3) of this section to receive the consumer's notice of the right to rescind and resolve issues concerning the consumer's payments on the loan, the information required by paragraph (d)(1) of this section may be provided only for that covered person.

(2) The date of transfer.

(3) The name, address and telephone number of an agent or party authorized to receive notice of the right to rescind and resolve issues concerning the consumer's payments on the loan. However, no information is required to be provided under this paragraph if the consumer can use the information provided under paragraph (d)(1) of this section for these purposes.

(4) Where transfer of ownership of the debt to the covered person is or may be recorded in public records, or, alternatively, that the transfer of ownership has not been recorded in public records at the time the disclosure is provided.

(5) Partial payment policy. Under the subheading "Partial Payment":

(i) If periodic payments that are less than the full amount due are accepted, a statement that the covered person, using the term "lender," may accept partial payments and apply such payments to the consumer's loan;

(ii) If periodic payments that are less than the full amount due are accepted but not applied to a consumer's loan until the consumer pays the remainder of the full amount due, a statement that the covered person, using the term "lender," may hold partial payments in a separate account until the consumer pays the remainder of the payment and then apply the full periodic payment to the consumer's loan;

(iii) If periodic payments that are less than the full amount due are not accepted, a statement that the covered person, using the term "lender," does not accept any partial payments; and

(iv) A statement that, if the loan is sold, the new covered person, using the term "lender," may have a different policy.

(e) Optional disclosures. In addition to the information required to be disclosed under paragraph (d) of this section, a covered person may, at its option, provide any other information regarding the transaction.

(f) Successor in interest. If, upon confirmation, a servicer provides a confirmed successor

in interest who is not liable on the mortgage loan obligation with a written notice and acknowledgment form in accordance with Regulation X, § 1024.32(c)(1) of this chapter, the servicer is not required to provide to the confirmed successor in interest any written disclosure required by paragraph (b) of this section unless and until the confirmed successor in interest either assumes the mortgage loan obligation under State law or has provided the servicer an executed acknowledgment in accordance with Regulation X, §1024.32(c)(1)(iv) of this chapter, that the confirmed successor in interest has not revoked.

50. Atlantica, LLC did not provide such notice until 41 days after the date of the alleged transfer and failed to provide any information about partial payments.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and against Defendant for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit; and
- iii. Such other and further relief as the Court deems proper.

/s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman (ARDC 0712094)
Cathleen M. Combs (ARDC 0472840)
Tara L. Goodwin (ARDC 6297473)
Daniel Scott Miller (ARDC 6331448)
**EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC**
20 South Clark Street, Suite 1500
Chicago, IL 60603-1824
(312) 739-4200
(312) 419-0379 (FAX)
Email address for service:
dedelman@edcombs.com
ccombs@edcombs.com
tgoodwin@edcombs.com
dmiller@edcombs.com
courtecl@edcombs.com
Atty. No. 41106 (Cook)

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

/s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
**EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC**
20 S. Clark Street, Suite 1500
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

CERTIFICATE OF SERVICE

I, Daniel A. Edelman, certify that on July 16, 2020, I caused this document to be sent via process server on:

Land Home Financial Services, Inc.
C/O Registered Agent:
Illinois Corporation Service Co.
801 Adlai Stevenson Drive
Springfield, IL 62703

Atlantica, LLC
C/O Registered Agent:
Illinois Corporation Service Co.
801 Adlai Stevenson Drive
Springfield, IL 62703

/s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman (ARDC 0712094)
Cathleen M. Combs (ARDC 0472840)
Tara L. Goodwin (ARDC 6297473)
Daniel Scott Miller (ARDC 6331448)
**EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC**

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tgoodwin@edcombs.com
dmiller@edcombs.com
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APPENDIX A

SN SERVICING CORPORATION
323 5TH STREET
EUREKA CA 95501

(800) 603-0836
Para Español, Ext. 2660 o 2643
8:00 a.m. – 5:00 p.m. Pacific Time
Main Office NMLS #5985
Branch Office NMLS #9785

March 24, 2020

RAY BRIGGS
[REDACTED]

Loan Number: [REDACTED]

Collateral: [REDACTED]

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Dear Borrower,

You are hereby notified that the servicing for your above-referenced mortgage loan including the right to collect payments from you, has been assigned, sold or transferred from SN Servicing Corporation for Chalet Series IV Trust to Land Home Financial Services Inc.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. The servicing of the mortgage loan has been assigned to Land Home Financial Services Inc effective April 10, 2020.

If you are currently having your payments automatically withdrawn from your checking or savings account, SN Servicing Corporation will stop that service on April 9, 2020. Please contact Land Home Financial Services Inc to setup drafting or for other payment options available.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least 15 days before this effective date or at closing. Your new Servicer must also send you this notice no later than 15 days after this effective date or at closing.

Should you have any questions regarding this transfer prior to the service transfer date, you should call SN Servicing Corporation toll free at (800) 603-0836 Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time.

Your new Servicer will be Land Home Financial Services Inc.

The correspondence address for them is: **Land Home Financial Services Inc**
3611 South Harbor Blvd, Ste 100
Santa Ana, CA 92704

Payments should be mailed to: **Land Home Financial Services Inc**
PO Box 25164
Santa Ana, CA 92799-5164

If you have any questions relating to the transfer of servicing to your new Servicer please call their Customer Service Department toll-free at (877) 557-9042 Monday through Friday 7:00 a.m. to 5:00 p.m. Pacific Time.

The day that your present Servicer will stop accepting payments from you is April 9, 2020. Any payments received after that date will be forwarded to your new Servicer. The date that your new Servicer will start accepting payments is April 10, 2020.

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The transfer of ownership has been filed in the mortgage records for the county where the property securing this mortgage is located or registered with Mortgage Electronic Registration Systems, Inc., whichever is applicable to this mortgage loan.

You should also be aware of the following information, which is set out in more detail in Section 6 of RESPA (12 U.S.C. Section 2605):

During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgment within 5 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the Servicer, which includes your name and account number, and your reasons for the request.

Not later than 30 business days after receiving your request, your Servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 30 day period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

You will be receiving two year end statements for 2020. One from SN Servicing Corporation for Chalet Series IV Trust from January 1st or the date it began servicing, until transfer and one from Land Home Financial Services Inc from the transfer date through the end of the year.

You are hereby notified that this letter is being sent to you by SN Servicing Corporation, which is a debt collector. SN Servicing Corporation is attempting to collect a debt. Any information obtained by us will be used for that purpose.

During this transition, SN Servicing Corporation and Land Home Financial Services Inc will make every effort to provide efficient service. We appreciate your patience throughout this transition.

Sincerely,

~~SN Servicing Corporation for Chalet Series IV Trust~~

APPENDIX B



Your Preferred Community Lender

3611 South Harbor Boulevard, Suite 100
Santa Ana, CA 92704
Phone: (877) 557-9042
<https://servicing.lhfs.com/>

4/20/2020

RAY BRIGGS



NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

Under federal law, borrowers are required to be notified in writing whenever ownership of a mortgage loan secured by their principal dwelling is sold, transferred or assigned (collectively, "sold") to a new creditor. This Notice is to inform you that your prior creditor has sold your mortgage loan (see loan information below) to the new creditor identified below.

****NOTE: The new creditor identified below is not the servicer of your loan. The servicer (identified below) acts on behalf of the new creditor to handle the ongoing administration of your loan, including the collection of mortgage payments. Please continue to send your mortgage payments as directed by the servicer, and NOT to the new creditor. Payments sent to the new creditor instead of the servicer may result in late charges on your loan and your account becoming past due. Neither the new creditor nor the servicer is responsible for late charges or other consequences of any misdirected payment.**

SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR LOAN, PLEASE CONTACT THE SERVICER USING THE CONTACT INFORMATION SET FORTH BELOW. The servicer is authorized to handle routine inquiries and requests regarding your loan and, if necessary, to inform the new creditor of your request and communicate to you any decision with respect to such request. **

Please note that the sale of your loan to us may also result in a change of servicer. If this occurs, you will receive a separate notice, required under federal law, providing information regarding the new servicer.

<p>LOAN INFORMATION</p> <p>Date of Loan: 10/13/1998 Original Loan Amount: \$125,400.00 Date Your Loan was Sold to the New Creditor: 3/10/2020 Prior Loan Number: [REDACTED] New Loan Number: [REDACTED] Property Address: [REDACTED]</p>
<p>SERVICER INFORMATION</p> <p>Name: Land Home Financial Services, LLC Mailing Address: 3611 South Harbor Blvd, Suite 100 Santa Ana, CA 92704 Telephone Number: 1-877-557-9042 Website: https://servicing.lhfs.com/</p>

Disclosure: This is an attempt to collect a debt. Any information obtained will be used for that purpose (FDCPA 15 U.S.C. §§ 1692 *et seq*). You are now communicating with a debt collector. It does not imply that Land Home Financial Services, Inc. is attempting to collect money from anyone whose debt has been discharged pursuant to (or who is under the protection of) the bankruptcy laws of the United States in such instances, it is intended solely for informational purposes and does not constitute a demand for payment.

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Scope of responsibilities: The servicer is responsible for all ongoing administration of your loan, including receipt and processing of payments, resolution of payment related issues, and response to any other inquiries you may have regarding your loan.

NEW CREDITOR INFORMATION

Please be advised that all questions involving the administration of your loan (including questions related to payments, deferrals, modification or foreclosures) should be directed to the new servicer at the number above ad/or the agent (if any) of the new creditor identified below, and not to the new creditor. The new creditor does not have access to information relating to the administration of your loan and will not be able to answer most loan-related questions.

Name: Atlantica, LLC

Mailing Address (not for payments): 2001 Western Ave, Ste 400
Seattle, WA 98121

Telephone Number: 855-330-9520

Scope of responsibility: As new creditor, the above-named legal title trustee holds legal title to your loan on behalf of the related securitization trust. The legal title trustee, on behalf of the securitization trust, is authorized to receive legal notices and to exercise (or cause an agent on its behalf to exercise) certain rights of ownership with respect to your loan.

The transfer of the lien associated with your loan is, or in the future may be, recorded in the public records of the local County Recorder's office for the county or local jurisdiction where your property is located. Ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Our rights and obligations as new creditor, and consequently our authority to respond favorably to your requests or inquiries, may be limited by the terms of one or more contracts related to the securitization.

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

(e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by Title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C.A. § 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.