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FILED
JAN 04 2013
Kim Morrison
Chelan County Clerk

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
2 COUNTY OF CHELAN

3 LAURA ZAMORA JORDAN, as her) NO. 12-2-00385-2
4 separate estate, and on behalf of others)
5 similarly situated,) SECOND AMENDED COMPLAINT
6 Plaintiff,) FOR CLASS ACTION AND FOR
7 vs.) DAMAGES
8)
9 NATIONSTAR MORTGAGE, LLC, a)
10 Delaware limited liability company,)
11 Defendant.)

12 Plaintiff, LAURA ZAMORA JORDAN, individually and on behalf of others
13 similarly situated, by and through her attorneys of record, Jeffers, Danielson, Sonn &
14 Aylward, P.S., by Clay M. Gatens and Michelle A. Green, brings this Complaint for
15 Class Action and for Damages against the Defendant herein, and alleges as follows:

16 I. PARTIES

1.1 Representative Plaintiff. Plaintiff, LAURA ZAMORA JORDAN, is a
married woman acting in her separate estate and was at all times material hereto a

1 resident of Chelan County, Washington. Mrs. Jordan has agreed to act as class
2 representative in this matter.

3 1.2 Defendant. Defendant, NATIONSTAR MORTGAGE, LLC
4 (“Nationstar”), is a Delaware limited liability company transacting business in Chelan
5 County, Washington.

6 1.3 Putative Class Members. The members of the relevant class include all
7 persons:

8 (a) who own or owned real property in Washington state subject to a
9 deed of trust or mortgage serviced or held by Nationstar; and

10 (b) who, within the applicable statute of limitations, were deemed by
11 Nationstar and/or its agents to have quit, vacated, or otherwise “abandoned” such property,
12 and:

13 (i) which property was entered upon by Nationstar and/or its
14 agents for the purpose of changing the locks on the property,
15 entering into improvements upon the property, winterizing
16 the property, or posting notice upon the property regarding
17 abandonment or winterization; and/or

18 (ii) who were informed by Nationstar and/or its agents that, prior
19 to the completion of any judicial or non-judicial foreclosure,
20 such person had no further right to access their property,
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1 remain at the property, own or control the property, or enjoy
2 the property as its owner; and/or

3 (iii) who were told by Nationstar and/or its agents that they
4 could enter their property only by permission of Nationstar
5 and/or its agents and only for a temporal duration set by,
6 controlled by, or at the discretion of Nationstar and/or its
7 agents.

8 **II. JURISDICTION AND VENUE**

9 2.1 Jurisdiction and venue are appropriate in the Chelan County Superior Court
10 pursuant to RCW 4.12.010 and RCW 4.12.020.

11 **III. PROPRIETY OF CLASS ACTION PROSECUTION**

12 3.1 Impracticality of Joining All Members of the Class as Parties Due to Size
13 of Class - CR 23(a)(1). The exact number of persons and/or entities similarly situated to
14 the Representative Plaintiff is now unknown. However, Nationstar is one of the lending
15 servicers of deeds of trust and mortgages in the state of Washington, and it is estimated
16 that the number of such persons is in the hundreds. According to Nationstar's website,
17 Nationstar services approximately one million loans with an aggregate unpaid principal
18 balance of \$193 billion as of June 30, 2012. The exact number of persons similarly
19 situated to the representative Plaintiff may be identified from Nationstar's records of
20 debtors in Washington State, and such persons may be identified with particularity
21 through appropriate judicial discovery procedures, such that it would be possible to give

1 such persons actual notice of these proceedings, if required.

2 3.2 Existence of Questions of Law or Fact Common to the Class -
3 CR 23(a)(2). There exist questions of law and fact common the Representative Plaintiff's
4 claim and the claims of the putative class members, such as those set forth for
5 Representative Plaintiff Laura Zamora Jordan individually herein.

6 3.3 Claims of the Representative Party are Typical of Claims of the Class -
7 CR 23(a)(3). The claims of the Representative Plaintiff are similar to all others in that
8 the Plaintiffs are or have been owners of real property subject to loans serviced by
9 Nationstar, and have been and are continuing to be, denied their rightful possession of
10 such property and/or damaged by Nationstar's violations of Acts enacted for the
11 protection of Washington citizens.

12 3.4 The Representative Party Fairly and Adequately Protects the Interest of
13 the Class - CR 23(a)(4). The Representative Plaintiff comes before this Court in the same
14 capacity as any other litigant seeking redress for grievances and to seek class relief for all
15 of those persons exposed to the same harm for which she is aggrieved. The adequacy of
16 the Representative Plaintiff's ability to fairly and adequately protect the interest of the
17 class does not depend upon her financial status but rather upon:

18 (a) The capacity of chosen counsel to adequately prosecute the case on
19 her behalf and on the behalf of the putative class. Plaintiffs' attorneys, Jeffers,
20 Danielson, Sonn & Aylward, P.S., are experienced trial attorneys who have engaged in
21 extensive trial practice and have considerable experience in all aspects of class action

1 litigation from several other class action cases. Plaintiffs' counsel has the necessary
2 skills, expertise, and competency to adequately represent the Plaintiffs' interest in those
3 of the class.

4 (b) The fact that the Representative Plaintiff does not have any
5 interests which are antagonistic to those of the class;

6 (c) The fact that the Representative Plaintiff is ready and willing to
7 bring this class action in a representative capacity on behalf of the putative class.

8 3.5 This Class Action is Maintainable Under CR 23(b). In addition to
9 satisfying CR 23(a), the Plaintiffs' claims satisfy the conditions of CR 23(b)(1) and/or
10 (3).

11 (a) CR 23(b)(1)(A) and (B). The prosecution of separate actions by
12 individual members of the class would create a risk of inconsistent or varying
13 adjudications which would establish incompatible standards of conduct for Nationstar
14 and would also create the risk of adjudication with respect to individual members of the
15 class which would, as a practical matter, be dispositive of the interests of other persons
16 not party to the adjudication.

17 (b) CR 23(b)(2). Nationstar has acted on grounds generally applicable
18 to all putative class members, making final injunctive relief or declaratory relief
19 appropriate with respect to the class as a whole.

20 (c) CR 23(b)(3). Alternatively, the resolution of the numerous legal
21 and factual questions pertaining to the putative class members predominates over any

1 questions affecting only individual members such that the prosecution of a class action is
2 superior to other available methods for the fair and efficient adjudication of this
3 controversy. In this regard, there should be little, if any, interest in individual members
4 of the class controlling the prosecution of a separate action for this relief since the relief
5 sought is to apprise the entire class membership of their rights to damages or reductions
6 in charges. This action is a superior method in preventing future economic and pecuniary
7 loss to hundreds of Washington citizens and members of the public at large in their
8 homes. This action is uniquely directed to preserve the integrity and safety of
9 Washington citizens, the sanctity of business ventures, and to ensure that all Washington
10 citizens are protected in the future by providing that loan servicing businesses operating
11 in Washington State may not seize collateral on a delinquent loan without complying
12 with the statutory procedures and protections for debtors in the non-judicial or judicial
13 foreclosure processes. The class will benefit by redress from the ongoing action which, if
14 left to hundreds of individual actions, would greatly congest the forums of the Superior
15 Courts of the state of Washington. Any difficulties which may be encountered in this
16 action will be slight compared to the impracticality of having hundreds of individuals
17 bringing individual actions and thereby unnecessarily burdening the courts throughout the
18 state of Washington. The class litigation is a fair, efficient and expeditious vehicle for
19 providing redress to both unnamed and named plaintiffs and to as yet unidentified class
20 members. This action is superior to any other available method for the fair and efficient
21 adjudication of the controversy.

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IV. FACTS

4.1 Plaintiff, LAURA ZAMORA JORDAN, f/k/a LAURA ZAMORA (“Mrs. Jordan”), is the fee title owner of a single family home located at 1318 9th Street, Wenatchee, Washington 98801 (the “Jordan Residence”).

4.2 Nationstar is the beneficiary of a deed of trust secured by the Jordan Residence and recorded under Chelan County Auditor Number 2265162 (the “Deed of Trust”). The Deed of Trust contains a provision, which states that if Mrs. Jordan abandons the Jordan Residence, the lender may do whatever is reasonable and appropriate to protect the lender’s interest in the Jordan Residence and secure the Jordan Residence, including entering the Jordan Residence to change the locks (the “Entry Provision”).

4.3 Nationstar has not, at any time, commenced any judicial or non-judicial foreclosure proceedings relative to Mrs. Jordan or the Jordan Residence.

4.4 On or about April 3, 2011, Nationstar and/or its agents entered the Jordan Residence, removed the existing locks, and installed a lockbox, without any notice to Mrs. Jordan and despite that Mrs. Jordan was then residing at the Jordan Residence and the Jordan Residence contained Mrs. Jordan’s belongings. The Jordan Residence did not appear to be abandoned and Mrs. Jordan’s belongings inside the residence were readily observable upon a simple visual inspection of the Jordan Residence.

4.5 On or about April 4, 2011, Mrs. Jordan returned to the Jordan Residence to discover that the locks to the residence had been changed. A sign posted on the

1 interior window of the Jordan Residence stated that the locks had been changed by non-
2 party Field Asset Services, Inc., an agent of Nationstar. There was a telephone number
3 listed on the notice. Mrs. Jordan called this number and spoke with a representative of
4 Nationstar. The Nationstar representative asked if Mrs. Jordan was still living at the
5 Jordan Residence. Mrs. Jordan informed the Nationstar representative that she was still
6 living at the Jordan Residence and that all of her belongings were at the Jordan
7 Residence. Mrs. Jordan stated that she was in a panic because Nationstar had changed
8 the lock and she could not access her home or her belongings. When Mrs. Jordan stated
9 she needed access to her home and belongings, the Nationstar representative informed
10 Mrs. Jordan that she needed to contact a realtor to list the Jordan Residence for sale. Mrs.
11 Jordan asked if she needed to move out of the Jordan Residence since she could not
12 afford to pay her loan. The Nationstar representative again directed Mrs. Jordan to list
13 the Jordan Residence for sale.

14 4.6 Mrs. Jordan stated that she was confused, did not understand why she was
15 being locked out of her home, and pleaded with the Nationstar representative to give her
16 access to her home so that she could get her belongings, including her clothing so that she
17 could go to work. Nationstar's representative gave Mrs. Jordan a temporary access code
18 to open the key lockbox that had been placed on the front door of the Jordan Residence
19 so that she could retrieve her belongings. Nationstar's agent asked Mrs. Jordan how long
20 it would take her to remove her belongings and told Mrs. Jordan that she needed to put
21 the key back inside the lockbox once she had removed her belongings. Nationstar's

1 representative again directed Mrs. Jordan to contact a realtor to list the Jordan Residence
2 for sale, stating that the sale would be for the benefit of Nationstar.

3 4.7 Mrs. Jordan asked if Nationstar was going to start a foreclosure against
4 her. The Nationstar representative informed Mrs. Jordan that Nationstar would be
5 starting a judicial foreclosure against her, but that it was not necessary for Mrs. Jordan to
6 appear in court when she received the notices.

7 4.8 Within twelve (12) days, Mrs. Jordan removed all of her personal property
8 from the Jordan Residence and moved in with her parents. Since removing her personal
9 belongings from the Jordan Residence, neither Mrs. Jordan nor her agents have had use
10 or possession of the Jordan Residence.

11 4.9 Nationstar has not responded to demands to remove the locks from the
12 Jordan Residence.

13 4.10 No foreclosure proceedings have been instituted against Mrs. Jordan
14 relative to the Jordan Residence.

15 4.11 Nationstar continues to send payment requests to Mrs. Jordan, despite
16 notice from Mrs. Jordan's legal counsel to direct all communication and collection efforts
17 to Mrs. Jordan's legal counsel.

18 4.12 Nationstar has billed Mrs. Jordan for fees relating to the wrongful
19 changing of the locks and is attempting to collect amounts, despite notice from Mrs.
20 Jordan's legal counsel to direct all communication and collection efforts to Mrs. Jordan's
21 legal counsel.

1 7.5 Nationstar's and/or its agents' actions in continuing to contact Mrs.
2 Jordan, despite notice to direct all communication and collection efforts to Mrs. Jordan's
3 legal counsel, constitute a violation of the Fair Debt Collection Practices Act, 15 U.S.C.
4 §1692 et. seq.

5 7.6 Nationstar's and/or its agents' actions in billing Mrs. Jordan for fees
6 relating to the wrongful lock change and attempting to collect such amounts, constitute a
7 violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et. seq.

8 7.7 The Entry Provision in the Deed of Trust authorizing Nationstar to enter
9 the Jordan Residence and change the locks if the property is abandoned without the
10 necessity of a court-appointed receiver is unenforceable, and constitutes a violation of the
11 Fair Debt Collection Practices Act, 15 U.S.C. §1692 et. seq.

12 7.8 As a direct and proximate result of Nationstar's and/or its agents'
13 violations of the Fair Debt Collection Practices Act above, Mrs. Jordan has suffered
14 damages in an amount to be proven at trial.

15 7.9 Nationstar is liable to Mrs. Jordan and the other members of the class for
16 statutory damages and reasonable attorney's fees and costs.

17 **VIII. FIFTH CAUSE OF ACTION:**
18 **VIOLATION OF CONSUMER PROTECTION ACT**

19 8.1 Nationstar's and/or its agents' actions in entering the Jordan Residence
20 and changing the locks without authorization constitute unfair or deceptive acts in trade
21 or commerce in violation of the Consumer Protection Act, RCW 19.86 et. seq.

1 8.2 Nationstar's and/or its agents' actions in failing to remove the lock box
2 after Mrs. Jordan notified Nationstar that she was living at the Jordan Residence and that
3 all of her belongings were inside the Jordan Residence constitutes unfair or deceptive acts
4 in trade or commerce in violation of the Consumer Protection Act, RCW 19.86 et. seq.

5 8.3 Nationstar's and/or its agents' actions in informing Jordan that she no
6 longer had any right to access or remain at the Jordan Residence and/or that Mrs. Jordan
7 needed to list the Jordan Residence for sale constitute unfair or deceptive acts in trade or
8 commerce in violation of the Consumer Protection Act, RCW 19.86 et. seq.

9 8.4 Nationstar's and/or its agents' actions in informing Mrs. Jordan that it was
10 not necessary for her to appear in court when Nationstar commenced a judicial
11 foreclosure against her constitute unfair or deceptive acts in trade or commerce in
12 violation of the Consumer Protection Act, RCW 19.86 et. seq.

13 8.5 Nationstar's and/or its agents' actions in continuing to contact Mrs.
14 Jordan, despite notice to direct all communication and collection efforts to Mrs. Jordan's
15 legal counsel, constitute unfair or deceptive acts in trade or commerce in violation of the
16 Consumer Protection Act, RCW 19.86 et. seq.

17 8.6 Nationstar's and/or its agents' actions in billing Mrs. Jordan for fees
18 relating to the wrongful lock change and attempting to collect such amounts constitute
19 unfair or deceptive acts in trade or commerce in violation of the Consumer Protection
20 Act, RCW 19.86 et. seq.

1 abandoned. Furthermore, Nationstar and/or its agents, did not give any prior notice to
2 Mrs. Jordan before entry upon the Jordan residence.

3 9.2 Nationstar's and/or its agents' actions above constitute a breach of the
4 terms of the Deed of Trust.

5 9.3 As a direct and proximate result of Nationstar's breach, Mrs. Jordan has
6 suffered damages in an amount to be proven at trial.

7 9.4 Nationstar is liable to Mrs. Jordan for her reasonable attorney's fees and
8 costs.

9 X. PRAYER FOR RELIEF

10 WHEREFORE, Plaintiff, LAURA ZAMORA JORDAN, individually and on
11 behalf of others similarly situated, demands judgment against Defendant as follows:

12 1. For entry of a judgment in favor of Plaintiffs against Nationstar for
13 damages in an amount to be proven at trial, including treble damages as set forth above;

14 2. For entry of a judgment in favor of the Plaintiffs and against Nationstar for
15 her reasonable attorney's fees and costs pursuant to RCW 4.24.630, RCW 19.86.090, 15
16 U.S.C. §1692 et. seq., and/or other applicable law;

17 3. For injunctive relief restraining Nationstar from further violation of the
18 Consumer Protection Act and Fair Debt Collection Practices Act as alleged herein; and

19 4. For such other and further relief as the Court deems just and equitable.
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DATED this 3 day of January, 2013.

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

By 

CLAY M. GATENS, WSBA #34102
MICHELLE A. GREEN, WSBA #40077
Attorneys for Plaintiffs