

Hon. Lesley A. Allan

FILED

JAN 22 2013

Kim Morrison  
Chelan County Clerk

SUPERIOR COURT OF WASHINGTON FOR CHELAN COUNTY

LAURA ZAMORA JORDAN, as her separate  
estate, and on behalf of others similarly situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE, LLC, a  
Delaware limited liability company,

Defendants.

NO. 12-2-00385-2

ANSWER TO SECOND AMENDED  
COMPLAINT FOR CLASS ACTION  
AND FOR DAMAGES

COMES NOW defendant Nationstar Mortgage, LLC ("Nationstar") and for its Answer to the Second Amended Complaint for Class Action and for Damages admits, denies and asserts as follows:

1. Answering paragraph 1.1 thereof, Nationstar denies that plaintiff is a married woman acting in her separate estate and has agreed to act as a class representative, which denial is based upon insufficient information to admit or deny. The remaining allegations are denied.

2. Answering paragraph 1.2 thereof, Nationstar admits that it is a limited liability company formed under the law of the State of Delaware and that it is licensed to do business in the State of Washington. The remaining allegations are denied.

3. Answering paragraph 1.3 thereof, Nationstar denies that the putative classes are proper pursuant to CR 23(a) and (b).

ANSWER TO SECOND AMENDED COMPLAINT FOR CLASS  
ACTION AND FOR DAMAGES - 1

3578748.1

Williams, Kastner & Gibbs PLLC  
601 Union Street, Suite 4100  
Seattle, Washington 98101-2380  
(206) 628-6600

ORIGINAL

1           4.       Answering paragraph 2.1 thereof, Nationstar admits that jurisdiction is  
2 appropriate in the Chelan County Superior Court, but denies that venue is appropriate for  
3 members of the putative class whose real property is located in any other Washington State  
4 county. The remaining allegations are denied.

5           5.       Answering paragraphs 3.1 through 3.5 thereof, Nationstar denies the same.

6           6.       Answering paragraph 4.1 thereof, Nationstar lacks sufficient information to  
7 form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies  
8 the same.

9           7.       Answering paragraph 4.2 thereof, Nationstar admits that Laura A. Zamora, as a  
10 single woman, executed a Deed of Trust on a single family property commonly known as 1318  
11 9<sup>th</sup> Street, Wenatchee, Washington (hereinafter the "Jordan Property") on or about September  
12 5, 2007 and that the Deed of Trust was recorded under Chelan County Auditor Number  
13 2265162. Nationstar further admits that the beneficial interest under that Deed of Trust was  
14 assigned to Nationstar on or about April 13, 2011. The terms of the Deed of Trust speak for  
15 themselves. The remaining allegations in paragraph 4.2 are denied.

16           8.       Answering paragraph 4.3 thereof, Nationstar admits that a notice of default has  
17 not been recorded or served and that a judicial foreclosure action has not been filed, and denies  
18 the remaining allegations therein.

19           9.       Answering paragraph 4.4 thereof, Nationstar admits that on or about April 3,  
20 2011, Field Asset Services, Inc. changed the locks and installed a lockbox at the Jordan  
21 Property. The remaining allegations are denied.

22           10.      Answering paragraphs 4.5 through 4.7 thereof, Nationstar admits that plaintiff  
23 telephoned Nationstar on or about April 4, 2011, and a representative of Nationstar provided  
24 her with an access code to the lockbox on the Jordan Property which she could use to enter the  
25 premises. The remaining allegations therein are denied.

1           11.     Answering paragraphs 4.8 and 4.9 thereof, Nationstar denies the same, which  
2 denial is based, in part, upon insufficient information to admit or deny.

3           12.     Answering paragraph 4.10 thereof, Nationstar admits that a notice of default has  
4 not been recorded or served and that a judicial foreclosure action has not been filed, and denies  
5 the remaining allegations therein.

6           13.     Answering paragraphs 4.11 and 4.12 thereof, Nationstar denies the same, which  
7 denial is based, in part, upon insufficient information to admit or deny.

8           14.     Answering paragraphs 5.1 through 5.3 thereof, Nationstar denies the same.

9           15.     Answering paragraphs 6.1 through 6.7 thereof, Nationstar denies the same.

10          16.     Answering paragraphs 7.1 through 7.9 thereof, Nationstar denies the same.

11          17.     Answering paragraphs 8.1 through 8.11 thereof, Nationstar denies the same.

12          18.     Answering paragraphs 9.1 through 9.4 thereof, Nationstar denies the same.

13          19.     Answering Section X of the Complaint and paragraphs 1 through 4 thereof,  
14 Nationstar denies that plaintiff and other members of the putative class are entitled to damages  
15 or any other relief from Nationstar in this action.

16                 FURTHER ANSWERING AND BY WAY OF DEFENSE, Nationstar Mortgage LLC  
17 states as follows:

18           1.     Failure to state a claim upon which relief can be granted, in whole or in part.

19           2.     Plaintiff's claims are barred, in whole or in part, by waiver, estoppel, res  
20 judicata or judicial estoppel.

21           3.     Plaintiff's claims were caused, in whole or in part, by her own negligence, fault  
22 and/or conduct.

23           4.     Plaintiff's claims are barred, in whole or in part, by the applicable statute of  
24 limitation or laches.

1           5.     Plaintiff directly or indirectly consented to or authorized defendant to enter  
2 upon her property or defendant's entry upon the property was otherwise privileged.

3           6.     Plaintiff has failed to mitigate her claimed damages, if any.

4           7.     Plaintiff's claims are barred by failure to give the required pre-filing notice or  
5 another condition precedent.

6           8.     Plaintiff abandoned the subject property and advised Nationstar that she would  
7 not make further payments on the Promissory Note.

8           9.     If plaintiff is allowed to pursue equitable claims, those claims are barred, in  
9 whole or in part, by laches, estoppel and/or unclean hands.

10          10.    Plaintiff has benefited from the conduct alleged in the Complaint.

11          11.    Any violation of the Fair Debt Collection Practices Act was the result of a bona  
12 fide error pursuant to 15 U.S.C. §1692k(c).

13          12.    Defendant is not a debt collector subject to the Fair Debt Collection Practices  
14 Act.

15          13.    Defendant alleges that venue in the Chelan County Superior Court is improper  
16 for any putative class member whose real property is located in any other Washington State  
17 county pursuant to RCW §4.12.010 and §4.12.020.

18          14.    Defendant reserves the right to allege further defenses as they may become  
19 known through the course of discovery.

20                WHEREFORE, defendant Nationstar Mortgage, LLC prays for judgment against  
21 plaintiff, as follows:

22           1.     That judgment be awarded in favor of Nationstar and against plaintiff, and that  
23 the Complaint be dismissed with prejudice;

24           2.     That plaintiff take nothing by way of her Complaint;

25           3.     That Nationstar be awarded its costs of suit;

1           4.       That Nationstar be awarded its reasonable attorney's fees to the full extent  
2 allowed by law including, without limitation, the terms of the Deed of Trust; and

3           5.       For such other and further relief as the Court deems just and proper.

4       DATED this 18th day of January, 2013.



5  
6           John A. Knox, WSBA #12707  
7           WILLIAMS, KASTNER & GIBBS PLLC  
8           601 Union Street, Suite 4100  
9           Seattle, WA 98101-2380  
10          Tel: (206) 628-6600 Fax: (206) 628-6611  
11          Email: jknox@williamskastner.com

12          Andrew W. Noble (admitted *pro hac vice*)  
13          SEVERSON & WERSON, P.C.  
14          One Embarcadero Center, Suite 2600  
15          San Francisco, CA 94111  
16          Tel: (415) 398-3344 Fax: (415) 956-0439  
17          Email: awn@severson.com

18          Attorneys for Defendant Nationstar Mortgage, LLC

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 18<sup>th</sup> day of January, 2013, I caused the foregoing to be  
3 mailed via United States Postal Service and served via email a copy of the foregoing document  
4 to the following:

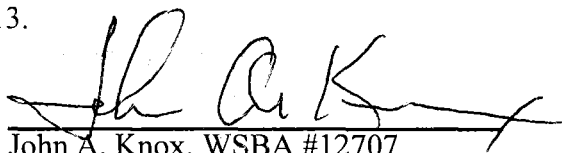
5 Attorneys for Plaintiffs

6 Clay M. Gatens, WSBA #34102  
7 Jeffers, Danielson, Sonn & Aylward, P.S.  
8 P.O. Box 1688  
9 2600 Chester Kimm Road (98801-8116)  
10 Wenatchee, WA 98807-1688

11 Phone: 509-662-3685  
12 Fax: 509-662-2452

13 E-mail: [clayg@jdsalaw.com](mailto:clayg@jdsalaw.com);  
14 [michelleg@jdsalaw.com](mailto:michelleg@jdsalaw.com)

15 Signed this 18<sup>th</sup> day of January, 2013.

16 

17 John A. Knox, WSBA #12707  
18 Attorneys for Defendant Nationstar  
19 Mortgage, LLC  
20 WILLIAMS, KASTNER & GIBBS PLLC  
21 601 Union Street, Suite 4100  
22 Seattle, WA 98101-2380  
23 P: (206) 628-6600; F: (206) 628-6611  
24 Email: [jknox@williamskastner.com](mailto:jknox@williamskastner.com)  
25