LEGAL LEAGUE 100
QUARTERLY
WINTER 2019 COMMITTED TO THE INDUSTRY, INTEGRITY, AND BEST PRACTICES

National

Receivers Appointed by an HOA and Lenders' Liability

By: Matthew Morton and Jane Bond, McCalla Raymer Leibert Pierce, LLC

Receivership and homeowners' associations are strange bedfellows. Instead of filing an action to take title to property for failure to pay assessments, associations are turning towards receivership actions. A receivership action in Florida allows an association to retain a receiver to secure the property, make repairs, and rent the property out to recover its expenses and assessments or otherwise impose an equitable lien on the property until such time as the receivership is satisfied. Typically, an association proceeds with a petition for receivership on properties that are seen as significant income producers, which can lead to large expenses incurred in an effort to improve the property to better the rent requested, with some receivers incurring expense bills as high as $80,000 to $100,000.

In Florida, this process is authorized by Fla. Stat. §720.3085(1)(e), (8)(a) and (8)(f), which allows a homeowner's association to file a petition requesting a court to authorize the appointment of a receiver. A successful petition for a receivership asserts that the property owner is delinquent in paying assessments, that the property is vacant or rented, and that the property needs to be saved from injury or threatened loss. It is imperative, however, for the association to serve and provide the lender with a copy of the petition before obtaining an order granting same if it is going to insist on the lender being responsible for any costs associated with the receivership.

This issue played out in *Fannie Mae v. JKM*

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States: Florida

Entitlement to Fees in Florida's Foreclosure Courts

By: Robert Edwards, Choice Legal Group

Many states, such as Florida, have statutes that make unilateral contractual attorney's fee provisions reciprocal [see Fla. Stat. § 57.105(7)]. In other words, if the loan documents entitle the lender to fees if it prevails, then the defendant borrower gets fees under the contract if the lender loses. One hot topic in Florida now is whether the borrower can recover fees under the contract when the plaintiff loses for lack of standing. The argument is that, if the plaintiff lacks standing to enforce the contract, then the contract (and, specifically, its fee provision) cannot be enforced against the plaintiff. Earlier this year, the Florida Supreme Court resolved the issue in favor of the borrowers but later withdrew its opinion for lack of jurisdiction, leaving the matter, for now, with Florida's five District Courts of Appeal, or "DCAs."

The DCAs are split, or at least splintered. To prevail in a foreclosure action in Florida, the plaintiff must have standing both when it files suit (inception) and at trial. A substituted plaintiff can rely on the standing of its predecessor at inception but must prove its own standing at trial. The Fourth DCA has stated its position in no uncertain terms: "NO STANDING = NO FEES," period. The Third DCA has followed suit. The First DCA has yet to weigh in, but the

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States: Pennsylvania

The Pennsylvania Orphans Courts Now Have Greater Cramdown Power than the U.S. Bankruptcy Courts

By: M. Troy Freedman, Richard M. Squire and Associates, LLC

Earlier this year, the Pennsylvania Superior Court held that the Orphans Courts, divisions of the Courts of Common Pleas, having jurisdiction over decedents' estates, may order judicial sales of real property notwithstanding challenges by mortgagees that such sales are functionally forced short sales [In re *Estate of Anna Marie Leipold,* 2019 Pa. Super. 123 (April 23, 2019)]. In that case, the deceased mortgagor's personal representatives filed a petition with the Orphans Court seeking leave of court to sell a home, the primary asset of the estate, in which the proposed sale price was well less than the mortgage debt and approximately one-fifth less than the mortgagee's last property valuation. For these reasons, the mortgagee filed an opposition to the petition. After submission of briefs and several hearings, the Orphans Court ultimately denied the petition. The personal representatives thereafter filed a Motion for Reconsideration of the Orphans Court decision to which the mortgagee also filed opposition and which was similarly denied.

The personal representatives relied principally on a prior case, in re *Estate of Landis,* 85 A.3d 506 (Pa. Super. 2014), in which the Superior Court affirmed an Orphans Court's Order granting a petition to sell real estate where there was no opposition by the mortgagee. In *Leipold*, the mortgagee took the position that *Landis* was factually inapplicable because *Landis* involved a no-opposition scenario. Moreover, the mortgagee

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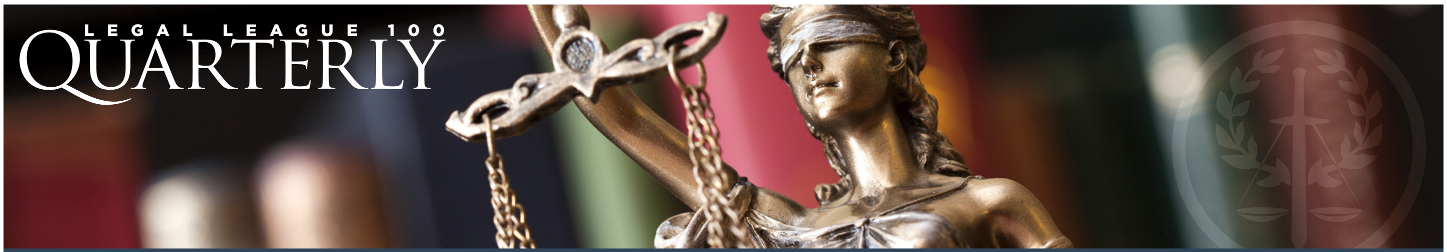

WINTER 2019

FROM THE CHAIR

The Legal League 100 Fall Servicer Summit was held on September 24, and by all indications, it was a tremendous success. The breakout sessions covering regulatory impact, collaboration on industry standards, bankruptcy updates, pertinent litigation, the future of the FDCPA, and discussions on viability in the current environment were all well attended, well received, and lively. The Super Session panel of servicer executives included Mike Aiken from Fay Servicing, LLC; Christopher Carmen from BSI Financial Servicing; Jennifer Gordon from PennyMac; and Kristin Synan from LendingHome. The session provided attendees with valuable perspectives on keeping the lines of communication open in attorney-client relationships.

The day closed with a Keynote Address from Terry Smith, CEO of Rushmore Loan Management Services, LLC, where he provided insight on the quality of servicing and relationships. An impressive amount of work goes into putting together the Summit, and on behalf of the entire Advisory Board, thank you to the LL100 team for doing such a great job.

I also attended the HUD Roundtable Meeting on September 25. The National Mortgage Servicing Association (NMSA) sponsored the roundtable discussion, which included The Hon. Brian D. Montgomery, Assistant Secretary for Housing and Federal Housing Commissioner for HUD. The Commissioner brought members of his team including Chief of Staff Gisele Roget and Senior Advisor Dror Oppenheimer. I addressed the group regarding HUD's work toward alignment with the GSEs in various areas. Oppenheimer specifically addressed this goal and HUD's commitment to achieving it. The Commissioner and his team were receptive to the issues presented and have committed to continue engaging with NMSA and Legal League 100 in their efforts.

As we look ahead to 2020, the Advisory Board is committed to working diligently for LL100 members. A great deal of work will go into preparing for the Spring Summit, which will include the membership in assuring that all the important issues trending in our industry are addressed.

Sincerely,

Roy Diaz
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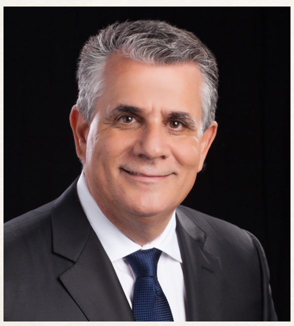
Chairman, Legal League 100 Advisory Council



ROY DIAZ, SHD LEGAL GROUP P.A.

Roy Diaz has been a member of the Florida Bar since 1988, concentrating his practice in the areas of real estate, litigation, and bankruptcy. For more than 20 years, he has represented lenders, servicers of both conventional and GSE loans, private investors, and real estate developers, with an emphasis on the mortgage servicing industry.

"Recievers" continued from Page 1

Servs., LLC, 256 So. 3d 961 (Fla. 3d DCA 2018). In *JKM,* the association filed an action for a receiver for units subject to foreclosure actions or soon-to-be-filed foreclosure actions to collect unpaid assessments. (Id. at 964). The court ultimately granted the petition and appointed JKM Services as the receiver on behalf of the association. Subsequently, the lender completed their foreclosure action, was the successful bidder at the foreclosure sale, and acquired title to some of the properties under this receivership. The receiver never notified the lenders of the receivership and, even after foreclosure was filed, never asserted its existence in the foreclosure action.

The lender sought the safe harbor amount due to the association on each of the properties on which it acquired title. Instead of receiving the estoppel from the association as requested, the lender received a response from the receiver with multiple years of past-due assessments, receiver's fees, and attorneys' fees for the receiver, among other things. The lender filed a motion to intervene and limit amounts to safe harbor, which was denied by the trial court. The court in *JKM* held that the lender was not a party to the initial petition for receivership, nor were they involved at any time with the receiver until such time as they became the owner of the property following the foreclosure action. As such, the court held that the lender did not become liable or responsible for the fees or any amounts beyond the safe harbor amount.

So, what does this mean for lenders? In light of the rationale espoused by the court in *JKM* that failure to serve or notify a lender of a petition for receivership resulted in an inability to collect receivership costs and expenses, it is important that any lender served with such a petition take immediate action to oppose and prevent the entry of an order of receivership.

The question becomes how a lender should protect its interest subject to a receivership petition. The first step is to review whether the mortgage or addendum includes a clause regarding the appointment of a receiver or assignment of rents. If either exists, they should be asserted in opposition to any petition. The second step is to review the loan and, if in default, move forward with foreclosure. The third is to review whether the property is vacant or occupied by someone other than the borrower, as Fla. Stat. §702.10 allows for a court order requiring monthly payments be deposited with the clerk of court until judgment is entered in such circumstances. If it appears that the court is inclined to appoint a receiver, a lender should assert in opposition that any receivership should only be granted for a limited time and duration, that any expenses above a specified amount must be approved by the court before being incurred, and that monthly statements be filed with the court reflecting how monies received are applied.

In summary, receivership actions have become a tool used by associations to try to benefit from those properties, but it only becomes an effective tool if the lender is noticed and fails to take action to address same. As such, any attempt to obtain a receivership should be addressed timely to avoid the imposition of a receivership.

Matthew Morton, *Managing Attorney, Florida Litigation, McCalla Raymer Leibert Pierce, LLC*
With more than 18 years' experience, Matthew Morton focuses on foreclosure law and creditors' rights with additional expertise in asset evaluation and probate issues.

Jane Bond, *Managing Partner, Florida Litigation, McCalla Raymer Leibert Pierce, LLC*
Jane Bond has 30 years' litigation experience, with 24 years specifically devoted to business and real estate litigation involving the mortgage lending and servicing industries. Handling both commercial and residential litigation for clients throughout Florida, Bond extends her expertise to teaching at training seminars, conferences, and continuing legal education courses on commercial and residential real estate property law and related topics.

"Fees" continued from Page 1

Second and Fifth DCAs have weighed in with a twist. They have concluded that, where a plaintiff lacks standing at inception but has standing at trial, it can lose the case for lack of standing (at inception) but still be liable for fees under the contract proved extant at trial. These courts have not addressed whether the fee award would run from inception, from the moment standing for trial was acquired, or from the moment at trial it was proved, etc. Nor have they addressed the long-standing rule that the burden of proving entitlement to fees rests with the party seeking fees. This could put the borrower in the unenviable position of having to prove plaintiff's standing (in order to get fees) in cases where lack of standing is the borrower's primary defense.

The issue appears headed back to the Florida Supreme Court.

Meanwhile, a game changer may lie beneath the surface. Section 57.105(7) of the Florida Statutes deals with privity, not standing, and standing and privity are different concepts. "Standing to sue" is the right of one person to challenge the conduct of another in court. "Privity of contract" is that connection or relationship which exists between two or more contracting parties. Every party to a contract has standing to sue other parties to the contract for breach of the contract because there is privity of contract between them; but not everybody granted standing to enforce a negotiable instrument (i.e., a promissory note) by the Uniform Commercial Code (UCC) is in privity of contract with the person(s) against whom the instrument may be enforced.

A servicer, for example, need not be in privity of contract with a borrower to have standing under the UCC to enforce the note as a holder. "Under the UCC, a holder is an entity entitled to enforce the note, and enforcement rights are independent of ownership of the note" *[Brittany's Place condominium Ass'n, Inc. v. U.S. Bank, N.A.,* 205 So.3d 794, 800 (Fla. 2d DCA 2016) (citations to authority and internal quotation marks omitted); *Deutsche Bank Nat. Trust Co. v. Hagstrom, 203 So.3d 918* (Fla. 2d DCA 2016) (enforcement rights are independent of ownership of the note)]. Accordingly, standing is a broader concept than privity in that, oftentimes, there are more people with standing than privity. [See *Mortgage Electronic Registration Systems, Inc. v. Azize,* 965 So.2d 151, 153 (Fla. 2d DCA 2007) ("standing is broader than just actual ownership of the beneficial interest in the note…")]. With respect to enforcing commercial instruments (i.e., a promissory note) under the UCC, everybody who has privity has standing, but not everybody who has standing has privity.

The distinction between standing and privity is significant because §57.105(7) deals only with parties in privity of contract, irrespective of standing. A fee-shifting statute, such as § 57.105(7), is in derogation of the American Rule and therefore strictly construed against application. Simply put, a servicer-plaintiff may be entitled to recover fees when it prevails but escape the reach of the contractual fee provision when it loses. The same would hold true for assignees of the original lender. When they prevail at trial, they are entitled to tax fees under the contract. They can be liable for fees, if at all, only where the borrower proves the plaintiff lacked standing and privity at inception but acquired privity by the time of trial—depending, of course, and for now, on the DCA where the case is pending.

***Robert Edwards,* General and Appellate Counsel, Choice Legal Group**

Robert Edwards has been lead counsel on numerous amicus curiae briefs filed in the Florida appellate courts on behalf of the industry, including those addressing the statute of limitations, the business records exception to the hearsay rule, and attorney's fee awards. Edwards is an honors graduate of Western Carolina University and the University of Florida Levin College of Law, where he served on Law Review.

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argued that 20 Pa. C.S.A. §3357(b) requires consent of the mortgagee for a judicial sale of real property. Such section states (in pertinent part):

"Any sale or exchange by a personal representative pursuant to a decree under section 3353 shall have the effect of a judicial sale, but the court may decree a sale or exchange freed and discharged from the lien of any mortgage otherwise preserved from discharge by existing law, if the holder of such mortgage shall consent by writing filed in the proceeding."

The mortgagee argued that its vehement opposition to a judicial sale of real property was not "consent" under 20 Pa. C.S.A. §3357(b).

The Superior Court, however, looked to another statute, 20 Pa. C.S.A. §3353, which contrasts with §3357(b) and permits the judicial sales "whenever the court shall find such sale, pledge, mortgage, lease, exchange, or option to be desirable for the proper administration and distribution of the estate." Additionally, the Superior Court cited the following from *Landis:* "Even in the absence of a mortgagee's consent [in] writing to a judicial sale, the Orphans' Court may still authorize the sale and discharge all liens upon the sale property when the judicial sale purchase price is fair and reasonable." 85 A.3d at 512.

The Superior Court conflated "absence of a mortgagee's consent" with opposition to a judicial sale of real property and therefore determined that, irrespective of a mortgagee's opposition to a petition to sell real property, the Orphans Court still "has the authority to order the judicial sale, allow the real property to be sold at a fair and reasonable price, and cause mortgagee's lien to attach to the proceeds of the judicial sale." Stated differently, even if opposition is filed a petition for judicial sale on any grounds, the Orphans Court is required to proceed to the next stage and conduct an analysis as to whether the sale price is "fair and reasonable." The Superior Court based its decision also on the following policy considerations, unsupported and unquantified by any authority:

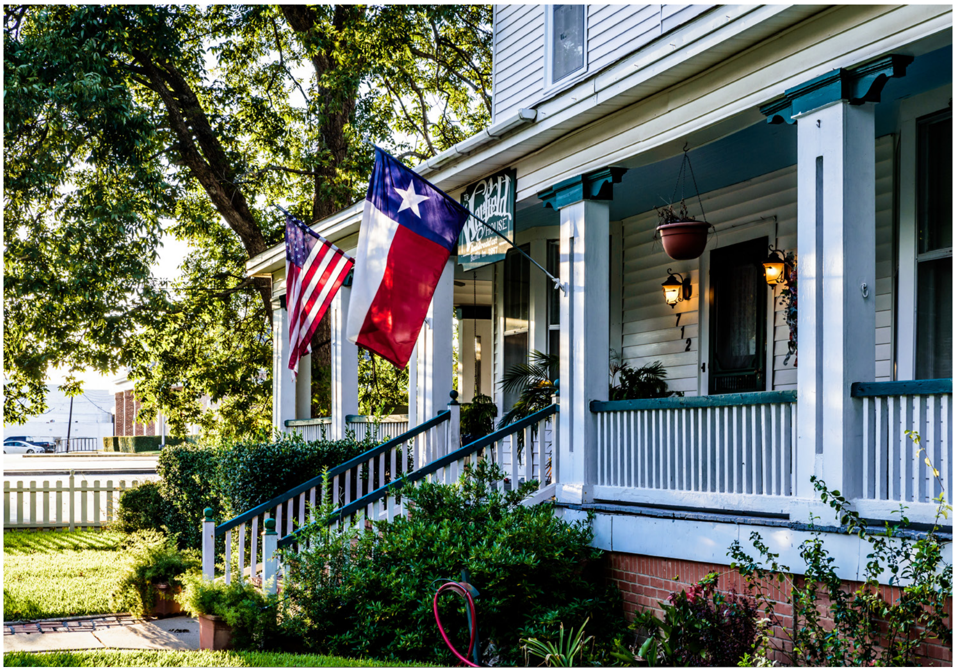
"Sustaining a mortgagee's objection to a judicial sale when the price is fair and reasonable would estop a personal representative from the proper administration of an estate; it would have a chilling effect upon anyone who is administering an estate from attempting, in good faith, to liquidate encumbered real property that is in less than pristine and immediately saleable condition."

The practical effect of the *Leipold* opinion is that, on all petitions for judicial sale, the Orphans Courts now have the extraordinary power to cramdown a first-priority mortgage on any property upon a finding, possibly through an evidentiary hearing at which parties would have the opportunity to proffer evidence of the collateral's value and/or the reasonableness of the sale price, that such sale price is "fair and reasonable." By contrast, the U.S. Bankruptcy Courts' cramdown power is limited to investment/rental properties. [11 U.S.C. §1322(b)(2)(a chapter 13 plan may "modify the rights of holders of secured claims, other than a claim secured only by a security interest in real property that is the debtor's principal residence…")]

While the mortgagee in *Leipold* argued in its Appellate Brief that a one-fifth haircut is per se unfair and unreasonable, the Leipold opinion provides no definition or parameters for a fair and reasonable sale price. Consequently, and until Pennsylvania's appellate courts clarify that precise issue, there may be diverse and varied outcomes at the Orphans Court level.

***M. Troy Freedman,* Managing Foreclosure Attorney, Richard M. Squire & Associates, LLC**

M. Troy Freedman graduated from Dickinson College in 1996 with a Bachelor of Arts in Political Science, and from Widener University School of Law in 1999. He has served as a contributing legal advisor for the Employer's Practical Legal Guide and as an arbitrator for the Montgomery County Court of Common Pleas. Over the past 18 years, Freedman has represented consumers and business entities, including commercial and residential landlords, mortgage companies, lending institutions, and mortgage servicers. He focuses on all aspects of creditors' rights and complex real estate matters, continually looking for new, creative, and cost-effective solutions to legal issues.



States: Texas

Till Death Do Us Part, Unless You're the Mortgagee

By: Sammy Hooda, Marinosci Law Group

In Texas, deceased borrowers complicate what is a relatively efficient and quite expeditious nonjudicial foreclosure process. Once a loan goes into default, it is referred to counsel to process a foreclosure. The Texas foreclosure process requires the issuance of a notice of intent to accelerate (notice of default/breach letter) and notice of acceleration and notice of [substitute] trustee's sale. The notice of sale must be issued at least 21 days prior to the date of the foreclosure sale, which are held on the first Tuesday of every month (commonly known as "Sale Day" or "Super Tuesday").[1] Thus, ideal scenarios in the foreclosure process are referred to counsel post-breach letter, and a foreclosure sale date is set within 30 days of the referral being received, and, usually, the entire foreclosure process is completed within 60 days from the date of the referral. However, the "presence" of a deceased borrower in the foreclosure process will inevitably complicate and prolong this process. Upon receipt of a referral, or shortly thereafter, counsel will run a deceased borrower search to determine whether any borrower associated with the defaulted mortgage account is deceased. A positive hit for a deceased borrower will begin an "adventure" for the foreclosure counsel and the mortgage servicer and/or the mortgagee of record.

Typically, the mortgagee has a few possible options to resolve a pre-sale deceased borrower issue. One is to obtain underwriting approval (UAL) from a title company to proceed with a nonjudicial foreclosure, in which the title company agrees to issue a subsequent title insurance policy without listing the deceased borrower issue as an exception from coverage. Another option is to file a lawsuit against all borrowers, including the decedent, the known heirs, and the unknown heirs, having an attorney ad litem appointed for the unknown heirs at law of the decedent, and securing a judgment to allow for a nonjudicial foreclosure divesting all the named defendants of their respective interest in the subject property and allowing the [substitute] trustee to vest all interest in the purchaser at the foreclosure sale. If there is a pending probate action for the decedent, the creditor should seriously consider making an appearance and seek an order to allow the nonjudicial foreclosure. Lastly, creditors have the right to file a dependent (creditor's) administration in the statutory probate court or the county court of the county in which the subject property is located. This option, though once the most prevalent, has become mortgagee's most dreaded option. Though none of the options are completely without risk, each offers an inverse risk-benefit trade off, with UAL being the riskiest but the most efficient and cost-effective, and the creditor's administration being the least risky but likely the most time-consuming and costly option.

However, as with other options, these options create inconsistency within the foreclosure process, and more importantly are now resulting in individual preferences between the 254 Texas counties and even between courts/judges within the same county. Thus, to standardize this area of the law, the Texas Legislature considered a bill during the 2019 legislative session, It was dead in the water at inception. The bill provided for a separate and distinct process in sending the notice of foreclosure sale when the subject property included a deceased borrower.[2] The theory behind the bill was to provide a set of rules to be followed by the default servicing industry when the subject property included a deceased borrower. Unfortunately (or fortunately), from the language of the bill, it did not appear that the default servicing industry opined on the challenges presented by the requirements under the bill. Thus, though the deceased borrower issue in the default servicing industry remains a problem, it is a solvable problem, and one the industry should consider devoting sometime to ahead of the 2021 legislative session.

One proposed solution (from yours truly) is to introduce legislation to amend Rule 736 (or create a new rule that incorporates parts of Rule 736) of the Texas Rules of Civil Procedure to include all mortgages where one or more of the borrowers are deceased. Currently, Rule 736 provides specific guidance on filing an "administrative" lawsuit to obtain an Order Allowing Foreclosure of certain types of liens against homestead property. The new bill should also be an administrative lawsuit filed against all the living borrowers, the known heirs, and the unknown heirs at law. The bill should provide for service of process through certified mail via the district clerk on all the named defendants and the known heirs, and provide for an automatic issuance of a citation by publication on all the unknown heirs. The bill should direct the court to appoint an attorney ad litem for the benefit of the unknown heirs, and provide timelines for the attorney ad litem to act on their behalf by filing an answer and a final report, which should not be more than 90 days from the date of appointment. Once the report is filed, and based on its content, the creditor should have the right to file a motion for default and/or summary judgment against the named defendants. A bill of this caliber will ensure a consistent process to deal with deceased borrower issues in the default servicing industry, will provide the mortgagee with measurable oversight of its default servicing counsel, and will make predictable the cost and time associated with this process in the grand scheme of the foreclosure process. Most importantly, it will effectively end the "wild, wild west" feeling associated with all deceased borrower mortgage accounts that are referred for foreclosure processing to default servicing counsel.

***Sammy Hooda**, Managing Attorney/Partner, Marinosci Law Group*

Sammy Hooda focuses his practice on providing his clients "outside-the-box" methods on resolving lingering issues within the default servicing industry.

[1] *H.B. No. 2069 (86th Legislative Session).*

[2] *Civ. P. Rem. Code § 34.041(c).*

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MCCALLA RAYMER LEIBERT PIERCE, LLC, ANNOUNCES NEW PARTNERS






McCalla Raymer Leibert Pierce, LLC, announced that the following attorneys were named partners at the firm.

Marsha Beckford, Connecticut Foreclosure, Hartford, Connecticut—Marsha Beckford is a Partner and prior Managing Attorney for the Connecticut Foreclosure group with McCalla Raymer Leibert Pierce, LLC. Beckford oversees attorneys and staff in referrals and first legal, ensuring compliance with applicable statutes and regulations.

Sara Collins, Florida Foreclosure, Orlando, Florida—Sara Collins is a Partner and prior Managing Attorney with McCalla Raymer Leibert Pierce, LLC. Collins joined the firm when they opened the Florida office in November 2010. She focuses on uncontested foreclosures and manages the first legal department, including attorneys and staff.

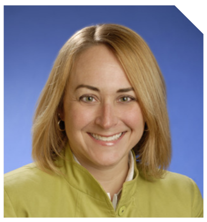
Brian Merfeld, Illinois Litigation, Chicago, Illinois—Brian Merfeld is a Partner and prior Senior Attorney with McCalla Raymer Leibert Pierce, LLC. Merfeld specializes in foreclosure related litigation, association issues, and federal matters. He represents lenders as both a plaintiff's attorney and a defense attorney, with litigation experience in chancery actions, law division cases, and evictions.

Liz Mohr, Illinois Foreclosure, Chicago, Illinois—As Partner and prior Managing Attorney of Illinois Foreclosure, Liz Mohr focuses her practice primarily on the representation of mortgagees and secured creditors in foreclosure cases pending in the Illinois Circuit Courts. Mohr also oversees the Illinois team of default foreclosure attorneys. Previously, Mohr represented mortgagees in foreclosure and bankruptcy litigation, including matters brought under federal and state regulations, in Illinois' state and federal courts.

Phil Schroeder, Illinois Litigation, Chicago, Illinois—Phil Schroeder is a Senior Litigation Attorney with McCalla Raymer Leibert Pierce, LLC. Schroeder represents national mortgage servicers as well as regional and local lenders. Attorney Schroeder handles all aspects of litigation for residential and commercial foreclosures, title curative actions, lien priority litigation, mechanics liens, forfeitures, and post-foreclosure disputes with contractors. In addition to this, Schroeder has significant experience in appeals, securing favorable results for his clients.

Lisa Woodburn, Florida Foreclosure, Fort Lauderdale, Florida—Lisa Woodburn is a Managing Attorney with McCalla Raymer Leibert Pierce, LLC. Woodburn focuses her practice primarily on residential foreclosures in the state of Florida and manages the Florida foreclosure attorneys while providing support to the paralegals and staff. Her 10-plus years' experience enable her to deliver the firm's client significant expertise and first-rate customer service.

DAVIDSON FINK LLP NAMES FIRST FEMALE MANAGING PARTNER



Davidson Fink announced that **Heather Rogers** has been elected as the firm's first female Managing Partner.

Rogers joined the firm in May 2003 where she focused on commercial and residential real estate and managed the day-to-day operations of the Default Department, which she has continued to do for over 16 years.

Rogers practices in the area of banking, bankruptcy, businesses, creditors' rights litigation, default servicing, loss mitigation, REO, and residential foreclosure and real estate.

Rogers is a past chair of the Real Property Law Section (RPLS) of the New York State Bar Association (NYSBA), and is still involved with the Executive Committee of the RPLS as the Co-Chair of the Real Estate Finance Committee. She has also served on the board as the Section Vice-Chair and Section Secretary. Rogers was selected as a "Super Lawyer" for the past nine years and is also a Fellow of the American College of Mortgage Attorneys.

Rogers was a 2005 recipient of the Rochester Women's Network Up and Coming Businesswomen Award. Rogers obtained her law degree from Duquesne University School of Law.

Rogers is a frequent lecturer for the Monroe County Bar Association, New York State Bar Association, National Business Institute, and Lorman on a wide range of real estate related topics, including residential real estate, mortgage foreclosure and workouts, landlord tenant matters and UCC updates, and compliance.

She also offers detailed training sessions to clients regarding the New York Judicial Foreclosure Process.

MARINOSCI LAW GROUP ADDS TO TEXAS TEAM

Marinosci Law Group is proud to announce **Sammy Hooda** as the new Managing Attorney of its Texas office. Hooda brings a decade of mortgage servicing experience across all areas of the industry. Hooda was named a 2019 "Super Lawyer" Texas Rising Star—a recognition limited to the top 2.5% of attorneys in the State. In 2018 Hooda was named one of the "Best Lawyers Under 40" by *D Magazine*—an accolade limited to Texas attorneys deemed excellent at their jobs by their peers. Prior to these awards in the practice of law, Hooda was the Valedictorian of his 2009 graduating law school class at Texas Southern University.

Hooda is licensed in the States of Texas and Arizona and has built a reputation as a litigator and advocate in the mortgage servicing industry. At MLG, Hooda will continue serving the needs of default industry clients while managing operations and litigating within MLG's Texas office.

THE 2019 FIVE STAR CONFERENCE AND EXPO
SEPTEMBER 23-25, 2019 | HYATT REGENCY DALLAS
LEGAL LEAGUE 100

On Tuesday, September 24, leaders from financial services law firms came together to discuss default policies, procedures, and emerging issues with government and mortgage servicing executives at the Legal League 100 Fall Servicer Summit. The semi-annual Summit was held during the Five Star Conference and Expo at the Hyatt Regency in Dallas.

1. Roy Diaz, SHD Legal Group; Mike Aiken, Fay Servicing, LLC; Christopher L. Carman, BSI Financial Services; Jennifer Gordon, PennyMac; Kristin Synan, LendingHome

LEGAL LEAGUE 100
QUARTERLY

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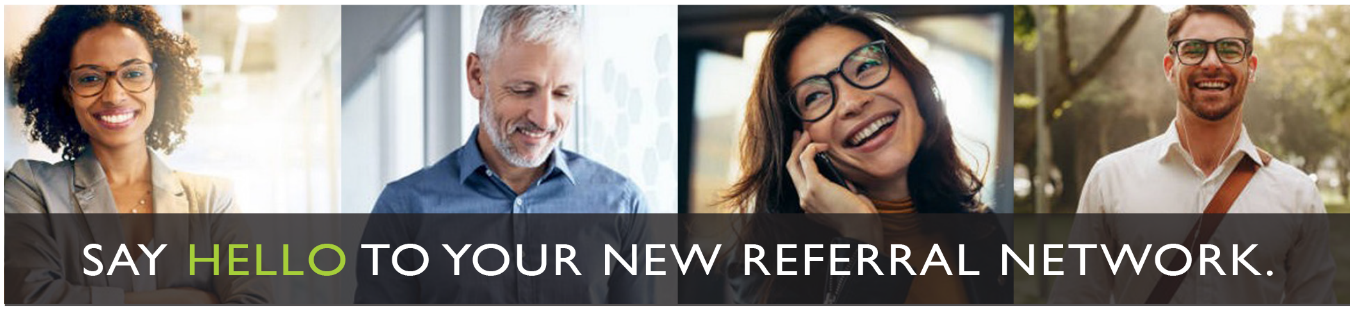

There's a new benefit for members of the Legal League 100 – a partner program that can help you gain new connections to mortgage servicers and real estate investors who can benefit from your legal knowledge in default servicing and foreclosures. Now Legal League 100 members can work with Hello Solutions, a company with a proven track record of connecting the most effective attorney firms with servicers and investors who need their expertise.

Founded in 2017, Hello Solutions is a woman- and minority-owned business that is passionate about serving proven law firms and their customers. Hello Solutions creates win/win partnerships that can accelerate growth within legal practices.

With a growing referral network – and having established relationships based on integrity, operational excellence and customer-centric business practices – Hello Solutions is the perfect partner for the Legal League 100 and its members.

There's no charge for signing up, and no long-term commitment – simply opt-in to take advantage of this exciting opportunity to connect with new customers. Find out more by visiting www.legalleague100.com/hello or call us at 727.403.5900.