

RELEASE AGREEMENT

1. INTRODUCTION.

The parties to this Release Agreement (“Agreement”) are MICHAEL HELMS (“Plaintiff”), on the one hand, and Defendants WELLS FARGO BANK, N.A. (“Wells Fargo”) and BANK OF AMERICA, N.A. (“BofA”) (collectively, “Defendants”) on the other hand (where appropriate, Plaintiff, Wells Fargo, BofA, or Defendants may be referred to individually as a “Party” or collectively as the “Parties”).

2. RECITALS.

2.1 In or about May 1999, Plaintiff obtained an ownership interest in the real property located at 10349 Siesta Drive, Sunland, California 91040 (the “Property”) as evidenced by a Grant Deed recorded against the Property on July 15, 1999, in the Official Records of the Los Angeles County Recorder’s Office as Instrument Number 99-1307940.

2.2 On or about March 17, 2005, Plaintiff obtained a refinance loan from Wells Fargo in the principal amount of \$455,000.00, loan number 0143076743, secured by a Deed of Trust recorded against the Property on March 28, 2005, in the Official Records of the Los Angeles County Recorder’s Office as Instrument Number 05-0698755 (the “Loan”).

2.3 The beneficial interest in the Loan was assigned to BofA as reflected by a Corporate Assignment of Deed of Trust recorded March 5, 2012, in the Official Records of the Los Angeles County Recorder’s Office as Instrument No. 20120344610. Wells Fargo services the Loan on behalf of BofA.

2.4 The Loan went into default and foreclosure proceedings were initiated. A Notice of Default and Election to Sell Under Deed of Trust and Notice of Trustee’s Sale were recorded against the Property on July 25, 2011 and December 3, 2015, respectively.

2.5 On December 23, 2015, the Property was sold at the trustee’s sale to BofA.

2.6 On or about February 22, 2016, Plaintiff filed a Complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Michael Helms v. Wells Fargo Bank, National Association, et al.*, Case No. EC064945. On May 12, 2016, Plaintiff filed a first amended complaint, the current operative pleading. The first amended complaint asserts causes of action for violation of Civil Code section 2923.6; negligence; violation of Civil Code section 2923.7; statutory damages pursuant to Civil Code section 2924.19; unfair business practices; quiet title; cancellation of trustee’s deed upon sale; negligent misrepresentation; fraud; breach of contract; and declaratory relief (the “Action”).

2.7 In connection with the initial filing of the Action, Plaintiff recorded a Notice of Pendency of Action (“Lis Pendens”) against the Property on March 2, 2016, in the Official Records of the Los Angeles County Recorder’s Office as Instrument Number 20160231190.

2.8 Defendants deny Plaintiff’s claims and deny Plaintiff has been injured at all. However, the Parties desire to settle the Action in order to avoid the burden, expense, and uncertainty of continuing litigation.

2.9 The Parties, by this Agreement, intend to reach a full and complete settlement of all claims arising out of or relating to the Loan, the servicing of the Loan (including all efforts to modify the Loan and any modifications of the Loan), the Property, foreclosure proceedings on the Property, and/or the Action (including all claims asserted in the Action and all claims which could have been asserted in the Action) on the terms and conditions set forth in Section 3 of this Agreement.

3. AGREEMENT.

3.1 On or before 5:00 p.m. on August 12, 2016, Plaintiff agrees to deliver to Defendants' Counsel, Andrew L. Minegar of Severson & Werson, the following documents: (a) the fully-executed *original* of this Agreement; (b) a valid (form revised in 2014), fully-executed and dated I.R.S. form W-9 for Plaintiff Michael Helms; (c) a valid (form revised in 2014), fully-executed and dated I.R.S. form W-9 for Plaintiff's counsel of record, JT Legal Group, APC Client Trust Account; (d) the fully-executed *original* request for dismissal of the Action *with* prejudice in the form attached hereto as Exhibit A and expressly incorporated by reference herein (the "Dismissal"); and (e) a fully-executed and notarized *original* notice of withdrawal of the Lis Pendens recorded in connection with the filing of the Action in the form attached hereto as Exhibit B. Plaintiff authorizes Defendants' Counsel to file the Dismissal immediately upon receipt, and Plaintiff understands that this will have the effect of dismissing the Action *with* prejudice. Plaintiff understands and agrees that Defendants will not process a settlement payment unless the payees' information herein exactly matches the persons named on the I.R.S. form W-9s.

3.2 Plaintiff expressly agrees to allow for the non-judicial foreclosure of the Property and expressly agrees not to (i) contest, in any manner whatsoever, the non-judicial foreclosure sale of the Property, (ii) interpose any objection to the foreclosure of the Property, whether in law or in equity, including, but not limited to, any legal suit or administrative action of any kind, and/or (iii) seek any injunctive or other remedy or relief of any kind that will, or is intended to, cause any delay or prevention of the non-judicial foreclosure sale of the Property.

3.3 If Plaintiff timely and fully complies with his obligations in Section 3.1 of this Agreement, Wells Fargo, on behalf of Defendants, shall pay to Plaintiff the one-time total sum of one thousand dollars (\$1,000.00) (the "Settlement Payment"). The Settlement Payment shall be made by check, within thirty (30) days of the date Counsel for Defendants receives all of the items specified in Paragraph 3.1 of this Agreement. The Settlement Payment shall be made payable to "JT Legal Group, APC Client Trust Account." The Settlement Payment shall be sent by U.S. Mail to the following address: Deepa Talwar, Esq., JT Legal Group, APC, 801 N. Brand Blvd., Suite 1130, Glendale, CA 91203.

3.4 Wells Fargo will also conduct a proprietary, non-HAMP¹ workout review of the Loan ("Non-HAMP Review").

3.5 Plaintiff agrees to complete the financial packet attached hereto as Exhibit C and provide the required information to Wells Fargo within two (2) weeks of execution of this Agreement. Plaintiff agrees to cooperate with respect to submission of documents and information necessary for Wells Fargo to conduct the Non-HAMP Review. Plaintiff's duty to cooperate includes but is not limited to submission of financial documents of his income, expenses, assets and liabilities. Plaintiff understands that Wells Fargo may request additional follow up information and/or documents after Plaintiff's initial submission in order to fully evaluate Plaintiff for a potential workout. Plaintiff acknowledges that his failure to timely cooperate with respect to the initial submission of documents and/or any requested supplemental

¹ The abbreviation "HAMP" refers to the Home Affordable Modification Program, as that term is customarily understood.

information and documents necessary for Wells Fargo to complete the Non-HAMP Review will absolve Wells Fargo of its obligation to conduct the Non-HAMP Review pursuant to this Agreement.

3.6 Plaintiff acknowledges that Wells Fargo's agreement to conduct the Non-HAMP Review does not, by any means, warrant or guarantee that Plaintiff will qualify for a workout under applicable guidelines, be offered a modification, and/or be offered any other type of workout option. Plaintiff further acknowledges that his agreement to file a dismissal of the action *with* prejudice is not contingent upon the outcome of the Non-HAMP Review.

3.7 Plaintiff understands that, upon Plaintiff's submission of a completed financial packet and prior to conducting the Non-HAMP Review, Wells Fargo will determine whether the Loan is eligible for a modification review under HAMP. If the Loan is eligible, Wells Fargo will conduct a review pursuant to the requirements of HAMP. Plaintiff understands, acknowledges and agrees that Wells Fargo's review of the Loan for a modification is not in consideration for Plaintiff's promises and/or obligations set forth in this Agreement. Plaintiff further acknowledges that Wells Fargo cannot warrant or guarantee that the Loan is eligible for a modification review under HAMP, that Plaintiff will qualify for a modification under HAMP or that Plaintiff will be offered a modification under HAMP. If the Loan is not eligible for a modification review under HAMP, or Plaintiff does not qualify for a modification under HAMP, Wells Fargo will conduct the Non-HAMP Review.

3.8 If Plaintiff provides a complete loan modification application to Wells Fargo, and Plaintiff's application for a loan modification is approved, and Plaintiff accepts the approved loan modification, then Defendants will rescind the foreclosure sale that took place in December, 2015.

3.9 In the event Plaintiff does not qualify for a modification of the Loan, Plaintiff agrees to vacate the Property within sixty (60) days of: (1) the date of the letter denying Plaintiff's Loan modification or, (2) the date of the letter denying any appeal by Plaintiff of the denial of his Loan modification, or (3) a statement from Wells Fargo that it cannot make a determination on Plaintiff's loan modification application or that the Loan is being removed from loss mitigation, whichever occurs last. Plaintiff further agrees that the interior and exterior of the Property shall be left undamaged with all fixtures in place and in clean "broom swept" condition free of all animals, debris and personal property, including but not limited to: floors swept and cleaned; carpeting vacuumed; and all trash and debris removed from interior, exterior and curb of the Property. "Fixture" includes, but is not limited to, anything affixed/attached to the Property by means of cement, plaster, nails, bolts, screws or roots, such as light fixtures, built-in refrigerators, ovens, stoves, stove-top hoods, air conditioning units, water heaters, furnace, window coverings, wall to wall carpeting, sinks, kitchen and bathroom fixtures, doors, garage door openers, and plants in the yard. If Plaintiff leaves any personal property in the Property, such personal property shall be deemed abandoned and may be discarded and Plaintiff hereby specifically releases Wells Fargo and BofA and any of their agents from all claims arising out of or related to any such personal property left in the Property by Plaintiff. Plaintiff further agrees not to willfully or maliciously harm the Property in any way, and agrees not to remove any fixtures or permanent attachments from the Property.

3.10 In the event Plaintiff fails to timely vacate the Property as agreed, Plaintiff hereby stipulates, in the form attached hereto as Exhibit D, to an unlawful detainer judgment and issuance of a writ of possession for the Property in favor of Wells Fargo Bank, N.A. and/or Bank of America, N.A., and/or either of their successors or assigns. Further, Wells Fargo and BofA reserve the right to seek damages for the reasonable rental value of the Property in the event that Plaintiff fails to vacate the premises as agreed.

3.11 Nothing contained in this Agreement, however, shall prevent or prohibit Wells Fargo, BofA, and/or their successors and assigns, in their sole and exclusive discretion, from engaging in any transfer of servicing of the Loan and/or transfer of the beneficial interest in the Loan and Deed of Trust.

3.12 Defendants are not required under this Agreement to enter into any further agreements regarding the Loan, the servicing of the Loan (including efforts to modify the Loan and any modifications of the Loan), the Property, foreclosure proceedings on the Property, and the Action (including all claims asserted in the Action and all claims which could have been asserted in the Action).

4. RELEASE.

4.1 Other than the obligations hereunder, and in consideration of this Agreement, Plaintiff, for himself and each of his heirs, executors, administrators, predecessors, agents, servants, employees, owners, shareholders, officers, directors, partners, associates, attorneys, representatives, successors and assigns, or any parent organizations, successors in interest, subsidiaries, affiliates or divisions, past, present or future, hereby fully releases, acquits and discharges Wells Fargo and BofA, and Wells Fargo's and BofA's executors, administrators, predecessors, agents, insurers, servants, employees, owners, shareholders, officers, directors, partners, associates, attorneys, representatives, successors and assigns, or any parent organizations, successors in interest, subsidiaries, affiliates or divisions, past, present or future from any and all claims, liens, demands, rights, actions, causes of action of any kind, whether law or equity, liabilities, damages, losses, costs and expenses of any nature, known or unknown, in any way relating to or arising out of the Loan, the servicing of the Loan (including all efforts to modify the Loan and any modifications of the Loan), the Property, foreclosure proceedings on the Property, and the Action (including all claims asserted in the Action and all claims which could have been asserted in the Action).

4.2 Wells Fargo and BofA are not releasing any Party, person or entity as a part of this Agreement. Wells Fargo and BofA do not waive any debt, claims, contractual or other account obligations.

5. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

5.1 Plaintiff waives and relinquishes, to the fullest extent permitted by law, the benefit of California Civil Code section 1542 and all similar state or federal statutes or rules of law. California Civil Code section 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Plaintiff's Initials:

The within Section 1542 Waiver is not intended to be a waiver of any debt, contractual or other account obligation that Plaintiff may have with Wells Fargo and/or BofA that would arise outside of any interaction not part of the within Action. Wells Fargo and BofA are not providing a release to any Party, person or entity as part of this Agreement.

5.2 Plaintiff is entering into this Agreement freely and voluntarily. Plaintiff warrants that he has been fully advised by his attorney or has had an opportunity to consult with an attorney with respect to the advisability of executing this Agreement and with respect to the meaning of California Civil Code Section 1542.

MISCELLANEOUS.

6.1 **Authority/Non-Assignment.** Plaintiff warrants and represents that he has full power and authority to enter into this Agreement and to perform in accordance with its provisions, and further warrants and represents that the claims subject to this Agreement have not been assigned to any person, firm, corporation or entity, not a party hereto.

6.2 **Counterparts, Fax Signature, and Email Signature.** This Agreement may be executed in counterparts and by facsimile and email signature, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

6.3 **Severability.** In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable and/or void by a court of competent jurisdiction, excepting Paragraphs 3, 4, and 5, including Sub-paragraphs thereof, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but this Agreement shall in all other respects remain unmodified and continue in full force and effect.

6.4 **Interpretation.** All Parties hereto have participated in drafting this Agreement, and accordingly, any ambiguity herein shall not be construed for or against any party.

6.5 **Modification.** This Agreement may not be altered, amended, modified or otherwise changed in any respect or particular except in writing duly executed by the Parties.

6.6 **Governing Law.** This Agreement shall be deemed to have been executed and delivered within California and shall be construed, enforced and administered in accordance with the laws of the State of California, without giving effect to the conflicts of laws principles thereof.

6.7 **No Admission of Liability.** By entering into this Agreement no Party is admitting any liability, and this Agreement should not be construed as an admission of liability by any Party.

6.8 **Representations.** No Party has made any statement or representation to any other Party regarding any fact relied upon by the other Party in entering into this Agreement. The Parties further agree that this is a fully integrated agreement containing all terms and conditions they have agreed upon in connection with the events described herein. Plaintiff acknowledges that he has been represented by counsel, and/or has sought the advice of counsel in connection with this Agreement. Plaintiff acknowledges and agrees that Wells Fargo and BofA have made no oral promises or representations to him in connection with this Agreement which are not contained in this Agreement, and that he has not relied upon any such promise or representation in executing this Agreement.

Plaintiff's Initials:

6.9 **Agreement Binding Upon Others.** This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, shareholders, affiliates, parents, subsidiaries, directors, officers, heirs, insurers, assigns, and successors-in-interest.

6.10 **Attorneys' Fees and Costs.** The Parties agree to bear their own costs and attorneys' fees incurred in and relating to the Action, and the negotiation of this Agreement.

6.11 **Confidentiality and Non-Disparagement.** Plaintiff agrees that the existence of this Agreement, the terms of this Agreement and the allegations which comprise the Action shall be forever treated as confidential and shall not be disclosed or released to any persons except Plaintiff's lawyers, accountants, tax preparers or as may be required by law. Plaintiff shall not post or otherwise disclose any information about the Action or this Agreement on the internet or any other paper or electronic media outlet including, but not limited to, news organization websites or newspapers, email, Facebook, Instagram, Twitter and/or other social media, etc. If and when third parties inquire about the released matters and/or this Agreement, Plaintiff, and his attorneys, may advise such parties only that such matters were resolved as between the Parties and have been concluded.

6.12 **Discovery of Additional Facts.** Plaintiff understands and acknowledges that he may discover facts different from, or in addition to, those that he now knows or believes to be true with respect to the subject matters encompassed by this Agreement, and Plaintiff agrees that this Agreement shall be and remain effective in all respects notwithstanding any subsequent discovery of different and/or additional facts. In furtherance of this intention, this Agreement is intended to be, and is, final and binding.

6.13 **Independent Counsel.** Each Party represents and warrants to each other Party that he/she/it has had the opportunity to receive or has received independent legal advice from attorneys of he/she/its own choosing with respect to the legal effect of this Agreement, and further represents and warrants that he/she/it has carefully reviewed this entire Agreement and that each and every term hereof is understood and that the terms of this Agreement are contractual and not a mere recital.

6.14 **Tax Consequences.** Wells Fargo and BofA make no representations or warranties as to the tax consequences or obligations to Michael Helms, if any, arising from the consideration specified in this Agreement.

6.15 **No Third Party Beneficiary.** Except as expressly set forth in this Agreement, no person or entity who is not a party hereto shall be entitled to rely on or be deemed to be accorded any rights, benefits or release under any provision of or statement in this Agreement.

DATED: _____

MICHAEL HELMS

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

DATED: _____

JT LEGAL GROUP, APC

By: _____
JACK TER-SAAKYAN
DEEPA TALWAR
Attorneys for MICHAEL HELMS

DATED: _____

SEVERSON & WERSON
A Professional Corporation

By: _____
SUZANNE M. HANKINS
JARLATH M. CURRAN, II
ANDREW L. MINEGAR
Attorneys for WELLS FARGO BANK, N.A.
and BANK OF AMERICA, N.A.

EXHIBIT A

EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Deepa Talwar, Esq. JT Legal Group, APC 801 N. Brand Blvd., Suite 1130 Glendale, CA 91203 TELEPHONE NO.: (818) 276-2312 FAX NO. (<i>Optional</i>): (818) 839-2306 E-MAIL ADDRESS (<i>Optional</i>): armen@jtlegalgroup.com ATTORNEY FOR (<i>Name</i>): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 East Olive Avenue MAILING ADDRESS: CITY AND ZIP CODE: Burbank, CA 91502 BRANCH NAME: NORTH CENTRAL DISTRICT	
PLAINTIFF/PETITIONER: MICHAEL HELMS DEFENDANT/RESPONDENT: WELLS FARGO BANK, NATIONAL ASSOCIATION, et	
REQUEST FOR DISMISSAL	
CASE NUMBER: EC064945	
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (*name*): _____
- (4) Cross-complaint filed by (*name*): _____
- (5) Entire action of all parties and all causes of action
- (6) Other (*specify*):*

on (*date*): _____
on (*date*): _____

2. (*Complete in all cases except family law cases.*)

The court did did not waive court fees and costs for a party in this case. (*This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.*)

Date: _____

Deepa Talwar

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: _____



(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (*date*): _____
- 5. Dismissal entered on (*date*): _____ as to only (*name*): _____
- 6. Dismissal **not entered** as requested for the following reasons (*specify*): _____
- 7. a. Attorney or party without attorney notified on (*date*): _____
- b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: MICHAEL HELMS DEFENDANT/RESPONDENT: WELLS FARGO BANK, NATIONAL ASSOCIATION,	CASE NUMBER: EC064945
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COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. not recovering anything of value by this action.
 - b. recovering less than \$10,000 in value by this action.
 - c. recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)



(SIGNATURE)

EXHIBIT B

EXHIBIT B

1 Jack Ter-Saakyan, Esq. (SBN 266641)
Deepa Talwar, Esq. (SBN 277358)

2 **JT LEGAL GROUP, APC**
801 N. Brand Blvd., Suite 1130
3 Glendale, CA 91203
Telephone: 818-276-2312
4 E-Fax: 818-839-2306

5 Attorneys for Plaintiff,
MICHAEL HELMS

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES — NORTH CENTRAL DISTRICT

MICHAEL HELMS an individual,

Plaintiff,

vs.

WELLS FARGO BANK, NATIONAL
ASSOCIATION; FIRST AMERICAN
SERVICING SOLUTIONS, LLC.; BANK OF
AMERICA, N.A.; and DOES 2 through 20,
inclusive,

Defendants.

Case No. EC064945
Assigned for All Purposes to:
Hon. Donna Fields Goldstein
Dept. B

**NOTICE OF WITHDRAWAL OF
NOTICE OF PENDENCY OF ACTION
(LIS PENDENS)**

Action Filed: February 22, 2016
FAC Filed: May 12, 2016
Trial Date: None Set

1 Plaintiff MICHAEL HELMS hereby withdraws the Notice of Pendency of Action (*Lis*
2 *Pendens*) with regard to the above-entitled action recorded in the office of the County Recorder of
3 Los Angeles County, California on March 2, 2016, as Instrument Number 20160231190, by
4 Plaintiff's counsel of record, JT Legal Group, APC, referring to the above-entitled action.

5 The Notice of Pendency of Action withdrawn hereby described the real property situated
6 in Sunland, County of Los Angeles, State of California, and is commonly known as 10349 Siesta
7 Drive, Sunland, California 91040, A.P.N. 2543-029-001, and legally described as:

8 PARCEL 1, OF TRACT NO. 20424, IN THE CITY OF LOS
9 ANGELES, COUNTY OF LOS ANGELES, STATE OF
10 CALIFORNIA, AS PER MAP RECORDED IN BOOK 591 PAGES
11 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY
12 RECORDER OF SAID COUNTY.

13 This Notice of Withdrawal is recorded pursuant to California Code of Civil Procedure
14 Section 405.50.

15 DATED: August ____, 2016 **JT LEGAL GROUP, APC**

16 By: _____
17 JACK TER-SAAKYAN
18 DEEPA TALWAR
19 Attorneys for Plaintiff
20 MICHAEL HELMS
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1 **ACKNOWLEDGMENT**

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3 A notary public or other officer completing this
4 certificate verifies only the identity of the
5 individual who signed the document to which
6 this certificate is attached, and not the
7 truthfulness, accuracy, or validity of that
8 document.

9

10 State of California §
11 County of _____ §

12 On _____ before me, _____, Notary Public,
13 personally appeared _____,
14 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
15 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
16 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
17 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

18 I certify under PENALTY OF PERJURY under the laws of the State of California that the
19 foregoing paragraph is true and correct.

20 WITNESS my hand and official seal.

21 _____ (Notary Seal)
22 Signature of Notary Public

EXHIBIT C

EXHIBIT C

Retention Option ASC/B&P Financial Checklist

- **Hardship Letter of Explanation (signed and dated within the last 90 days)**
- **Request for Modification and Affidavit (RMA) document filled out, signed and dated within last 90 days.**
 - No box can be left blank or it will be rejected by the Treasury Department
 - Please include the number of people living in the household, located on page 2
 - Under “Monthly Household Expenses/Debt” on page 2, include expenses such as food, utilities, and other household expenses in the “Other” box. Please break down the total amount referenced in the “Other” box on a separate sheet of paper. The Request for Modification and Affidavit (RMA) monthly expenses must match the monthly expenses listed on the Financial Worksheet.
 - If answer to Condominium/HOA fees is yes, please provide a written verification of fee amount.
- **Financial Worksheet** – Please ensure this is filled out in its entirety with no box left blank. Total expenses must match total expenses on the Request for Modification and Affidavit (RMA) document.
- **Tax Returns – The most recent years signed income tax return for all borrowers listed on the loan including all schedules and attachments.**
 - Personal: 2012 filed tax return signed and dated with all schedules and attachments. If last year filed was 2011 we need the following: 2012 tax extension, if applicable (e-file needs to be signed and dated).
 - Self-Employed Business: 2012 filed tax return signed and dated with all schedules and attachments, 2013 year to date profit and loss statement. If last filed year was 2011, we need the following: 2012 signed & dated tax extension, and 2012 year to date profit and loss statement.
 - Profit and loss statement must be legible (cannot be handwritten), must clearly display the company’s name, must be signed and dated by the borrower and must contain a detailed account of all sources of income and a detailed listing of all business expenses.
 - **If no taxes have been filed and no extension filed, please provide a letter of explanation signed and dated.**
- **Request for Individual Tax Return Transcript (4506-T) - (Borrower portion must match how returns are filed)**
 - Please ensure the correct Tax Form is listed on line 6.
 - Check Box 6a
 - Please ensure the correct Tax Year is listed on line 9 in mm/dd/yyyy format. Must have minimum of last 2 years – 2011 and 2012.
- **Escrow Acknowledgement – (signed & dated in the last 90 days)**
- **Bank Statements are required by both wage earners and self-employed borrowers**
 - 3 months most recent Personal (ALL PAGES - ALL ACCOUNTS)
 - 3 months most recent Business (ALL PAGES - ALL ACCOUNTS)
 - Provide explanation of any deposits outside of the verified income deposits.
- **Proof of Income – Please provide requested documentation of all below income sources that apply:**
 - Paystubs – Must Show Year to Date Earnings dated within the last 90 days:
 - If paid weekly or bi-weekly, provide 30 consecutive days of paystubs and if paid monthly provide the 2 most recent consecutive paystubs
 - If 30 days of paystubs are not available, then a signed and dated letter from employer stating year to date hours and wages on company letterhead dated in last 90 days is required.
 - Need paystubs from all employers including part-time jobs.
 - If 401K loans are present, please provide details of the length of repayment.

- **VA Benefits, Social Security, Pension, Retirement Benefits, or Public Assistance – provide the following:**
 - Written verification of the income, such as an award letter from Social Security, pension statement, or IRS Form 1099.
 - Proof of receipt for the most recent 3 months (payment ledger from the agency making the payments, or 3 months bank statements documenting deposits).

- **Unemployment – Some investors may accept unemployment as a source of income as long as can verify will continue for 9+ months by providing the following:**
 - Letter stating unemployment income and date range or
 - Bank statement showing deposit dated within last 90 days or
 - Copy of current check dated within last 90 days.

- **Alimony and Child Support (only provide if borrower wishes to include as income)**
 - Divorce decree, court order, or separation agreement showing payment amount and frequency plus one of the following:
 - ✓ Most recent 3 months of bank statements showing deposits or
 - ✓ Most recent 3 months of cancelled checks or
 - ✓ Proof of the full payment for the most recent 3 months through evidence from the court.

- **Self Employment – Must be self employed a minimum of 3 months**
 - 4506T – signed and dated
 - ✓ Please ensure the correct Tax Form is listed on line 6.
 - ✓ Check Box 6a
 - ✓ Please ensure the correct Tax Year is listed on line 9 in mm/dd/yyyy format.
 - Year to date profit and loss statement, signed and dated, showing gross income, business expenses and net profit dated within the last 90 days.
 - ✓ Profit and loss statements must be legible (cannot be handwritten), must clearly display the company’s name, must be signed and dated by the borrower and must contain a detailed account of the sources of income and a detailed listing of all business expenses.

- **Rental Income – Includes income received from a 2-4 unit primary residence and all investment properties by providing the following:**
 - Signed and dated rental/lease agreement for each rental unit.
 - Complete tax return including Schedule E of the most recent year
 - Most recent 3 months of cancelled checks or most recent 3 months of bank statements showing rental deposits.
 - Ensure all properties are listed on the provided Schedule of REO.

- **Boarder Income**
 - Signed and dated letter from Boarder who is providing assistance to the borrower.
 - Proof of occupancy is required and can be verified by one of the following: copies of bank statements, utility bill, cell phone statement, or other documentation evidencing the boarder’s occupancy in the borrower’s residence.
 - Copies of the borrower’s most recent 3 months of bank statements showing receipt of funds or copies of the most recent 3 months of cancelled checks.

- **Non-Obligor Income (Spouse, Domestic Partner, or Fiancé/Fiancée)**
 - Signed and dated contribution letter stating the relationship to the borrower and amount contributed monthly.
 - Non-Borrower Occupant Certification Form signed and dated within 90 days.
 - Proof of income from the non-obligor to verify the amount can be sustained. Please see above “Proof of Income” bullet point for necessary documentation dated within last 90 days.
 - Proof of occupancy is required and can be verified by one of the following: copies of bank statements, utility bill, cell phone statement, or other documentation evidencing the non-obligor’s occupancy in the borrower’s residence.

Making Home Affordable Program Request for Mortgage Assistance (RMA)

Request For Mortgage Assistance (RMA) page 1

Requesting mortgage assistance for mortgage loan number:

- I/We want to:** Keep the property Sell the property
- The property is my/our:** Primary residence Second home Investment property
- The property is:** Owner occupied Renter occupied Vacant

Borrower information

Borrower		Co-borrower	
Borrower's name		Co-borrower's name	
Social Security number	Date of birth	Social Security number	Date of birth
Home phone number ()		Home phone number ()	
Cell phone number ()		Cell phone number ()	
Work phone number ()		Work phone number ()	
Email address		Email address	
Mailing address		Mailing address <i>(if different than borrower's)</i>	

Have you contacted a credit-counseling agency for help? Yes No

If yes, complete counselor contact information below.

Counselor's name: _____ Counselor's phone number: () _____

Counselor's email: _____

Is any borrower a servicemember? Yes No

If yes, have you recently been deployed away from your principal residence or recently received a permanent change of station order?

Yes No

Have you filed for bankruptcy? Yes No

If yes: Chapter 7 Chapter 11 Chapter 12 Chapter 13

Filing date: _____ Has your bankruptcy been discharged? Yes No

Bankruptcy case number: _____

Please note that if you have or will receive a discharge from a bankruptcy case, and the mortgage was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Additionally, your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others?

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification?

Yes No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification?

Yes No

If yes, how many? _____

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence?

Yes No

Principal residence information

Note: If you are requesting mortgage assistance, you must complete this section even if you are not seeking mortgage assistance on your principal residence.

Principal residence loan number

Principal residence servicer name

Property address (if same as mailing address, write "same")

Number of people who live in the home

Is this property listed for sale? Yes No

If yes, what was property listing date? _____

Have you received an offer on the property? Yes No

Date of offer: _____ Amount of offer: \$ _____ Closing date: _____

Agent/Agency name: _____ Agent/Agency phone number () _____

For sale by owner? Yes No

Who pays the real estate tax bill on your property? I do Servicer does

Are the taxes current? Yes No

Monthly condominium or homeowners association fee? Yes \$ _____

Are fees paid current? Yes No

Paid to (Name and Address) _____

Who pays the homeowners insurance policy for your property?

I do Servicer does Paid by condominium or homeowners association (HOA)

Is the policy current? Yes No

If paid by you or your condominium or HOA, name of insurance company: _____

Insurance company phone number: () _____

Annual homeowners insurance: \$ _____

If there are additional liens/mortgages or judgments on this property, name the person(s), company or firm and phone number(s).

Lien holder's name/Servicer: _____ Phone number: () _____

Loan number: _____ Balance: \$ _____

Lien holder's name/Servicer: _____ Phone number: () _____

Loan number: _____ Balance: \$ _____

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name: _____

Principal residence phone number: () _____

Is the mortgage on your principal residence paid? Yes No

If no, number of months your payment is past due (if known): _____

Hardship Affidavit

I am requesting review under the Making Home Affordable Program. I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

My household income has been reduced. For example: reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.

My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.

My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.

My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.

I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.

Other

Explanation (continue on back of page 3 if necessary):

Income/expenses for household

Important note: All income must be documented.

Combined income and expense of borrower and co-borrower

You are not required to disclose child support, alimony or separation maintenance income unless you choose to have it considered by your servicer.

1 Monthly household income		2 Monthly household expenses/debt		3 Household assets	
Monthly gross wages	\$	First mortgage payment	\$	Checking account(s)	\$
Overtime	\$	Second mortgage payment/ other liens	\$		\$
Borrower start date of employment (MMDDYYYY)		Homeowners insurance ¹	\$	Savings/money market account(s)	\$
Co-borrower start date of employment (MMDDYYYY)		Property taxes ²	\$		\$
Borrower other employment start date (MMDDYYYY) (If borrower has a second job)		Credit cards/installment loan(s) (<i>total minimum payment per month</i>)	\$	Certificate(s) of deposit (CDs)	\$
Co-borrower other employment start date (MMDDYYYY)		Alimony/separation maintenance/child support payments	\$		\$
Child support/alimony/separation maintenance	\$	Net rental expenses/ property maintenance expenses	\$		\$
Non-taxable Social Security/Social Security Disability Insurance	\$	Homeowners association/ condominium fees	\$	Stocks/bond(s)	\$
Taxable Social Security benefits	\$	Child care expenses	\$		\$
Other monthly income from pensions, annuities or retirement plans	\$	Car payments, including car lease payments	\$	Other cash on hand	\$
Tips, commissions and bonus income	\$	Car insurance/gas/ maintenance	\$	Other real estate (<i>estimated value</i>)	\$
Self-employment income	\$	Health insurance/medical expenses	\$	Other	\$
Unemployment income	\$	Life insurance premiums (not withheld from pay)	\$		\$
Start date of unemployment (MMDDYYYY)		Groceries	\$		\$
Gross rent received ³	\$	Water/sewer/utilities	\$		\$
Boarder income	\$	Internet/cable/satellite/cell phone/home phone	\$	Do not include retirement plans when calculating assets (<i>401(k), pension funds, annuities, IRAs, Keogh plans, etc.</i>)	
Food stamps/Welfare	\$	Personal loans/tuition	\$		
Other (<i>investment income, royalties, interest, dividends, etc.</i>)	\$	Charitable contributions	\$		
		Mortgage payments for other properties ⁴			
		Other	\$		
Total (gross income)	\$	Total debts/expenses	\$	Total assets	\$

1. Only include your homeowners insurance payment if you pay this amount yourself.

2. Only include your property tax payments if you pay them yourself.

3. Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in the following section.

4. Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in the following section.

Information about your other properties

Other properties owned

You must provide information about all properties that you or the co-borrower own, other than your principal residence and the property that you are requesting assistance for. (See below.) Use additional sheets if necessary.

Other Property #1

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

Other Property #2

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

Other Property #3

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

* The amount of the monthly payment made to your Servicer – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

Other property for which assistance is requested

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

I am requesting mortgage assistance with a rental property. Yes No

I am requesting mortgage assistance with a second or seasonal home. Yes No

If yes to either, I want to: Keep the property Sell the property

Property address: _____

Loan number: _____

Do you have a second mortgage on the property? Yes No

If yes, Servicer name: _____ Loan number: _____

Do you have condominium or homeowner association (HOA) fees? Yes No

If yes, monthly fee: \$ _____

Are HOA fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No

If no, are the taxes and insurance paid current? Yes No

If insurance is paid by you or HOA, name of insurance company: _____

Insurance company phone number: () _____

Annual homeowners insurance: \$ _____ Annual property taxes: \$ _____

If requesting assistance with a rental property, property is currently:

Vacant and available for rent Occupied without rent by your legal dependent, parent or grandparent as their principal residence

Occupied by a tenant as their principal residence Other _____

If rental property is occupied by a tenant:

Term of lease / occupancy: _____ - _____
MM / DD / YYYY MM / DD / YYYY

Gross monthly rent: \$ _____

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? Yes No

If yes, listing agent's name: _____ Phone number: () _____

List date: _____

Have you received a purchase offer? Yes No

Amount of offer: \$ _____ Closing date: _____

Rental Property Certification

You must complete this certification if you are requesting a mortgage modification with respect to a rental property.

By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property as previously described and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention

to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period. Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein. Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the date I signed this form or the date the RMA is received by your Servicer.

Initials: Borrower: _____ Co-borrower: _____

Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L.111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I certify under penalty of perjury that I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I have not been convicted of such crimes. I also understand that knowingly submitting false information may violate Federal law. This certification is effective on the date I signed this form or the date this RMA is received by your servicer.

Borrower and Co- Borrower Acknowledgment and Agreement

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.

2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.

3. I authorize and give permission to the Servicer, the U.S. Department of Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.

4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.

5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan or agreement by references as if set forth therein full. My first timely payment, if required, following my Servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury or its agents, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies and or individuals that perform support services in conjunction with home preservation mortgage assistance efforts; (e) auditors, including but not limited to independent auditors, regulators and agencies and (f) any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any email address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

Borrower signature(s):

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower signature

Co-borrower signature

Borrower Social Security number

Co-borrower Social Security number

Borrower date of birth

Co-borrower date of birth

Date

Date

Contacts — if you have questions

If you have questions about this document or your available options, please contact your home preservation specialist.

If you have questions about your options that your Servicer cannot answer or if you need further counseling, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). A Hotline counselor will help you by answering questions about your available options and providing you with free HUD-certified counseling services in English and Spanish.

Information for government monitoring purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or Servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or Servicer is required to note the information on the basis of visual observation and surname if you have made this request for assistance in person. **If you do not wish to furnish the information, please check the box below.**

Borrower	<input type="checkbox"/> I do not wish to furnish this information.	Co-borrower	<input type="checkbox"/> I do not wish to furnish this information.
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

To be completed by interviewer

This application was taken by:

- Face-to-face interview
- Mail
- Telephone
- Internet

Interviewer's name (print or type)	Interviewer's ID number
Interviewer's signature	Date
Interviewer's phone number (include area code)	
Name /Address of interviewer's employer	

Notice to Borrower

Be advised that you are signing this document under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Date: _____ Loan Number _____ Mortgagor(s) _____

PLEASE ENSURE ALL FIELDS ARE EITHER FILLED WITH AN AMOUNT OR WITH \$0 IF NOT APPLICABLE.

A.) Verify How Many Individuals Currently Live In Your Home: _____

B.) Verify Current Monthly Income:

	Borrower	Co Borrower
Net Salary/Wages	\$ _____	\$ _____
Other Income: (Example(s): Commission/Disability/Social Security Child Support/Alimony/Retail Property/Rent From Roommate)	\$ _____	\$ _____

C.) Verify Current Monthly Expenses Monthly Payments:

1.) Existing Mortgage Payment	\$ _____
2.) Other Mortgages	\$ _____
3.) Installment/Car/Boat/RV/Loans	\$ _____
4.) Credit Cards (Examples: Visa/MC/Discover or Store)	\$ _____
5.) Lines of Credit (Example: Credit Line/Home Equity Line)	\$ _____
6.) Charge Off Accounts (Accounts Written Off By A Lender)	\$ _____
7.) Other Credit Accounts	\$ _____
8.) Credit Accounts That Are Past Due For More than 5 Months	\$ _____
9.) Food	\$ _____
10.) Utilities	\$ _____
11.) Transportation	\$ _____
12.) Child Care/Alimony	\$ _____
13.) Personal/Family Loan And/Or Tuition	\$ _____
14.) Medical Expenses Not Covered By Insurance	\$ _____
15.) Cell Phone/Cable/Internet/Satellite	\$ _____
16.) Association Fees Or Monthly Dues	\$ _____
17.) Dry Cleaning/Laundry/Uniforms/Clothing	\$ _____
18.) Non escrow Hazard insurance for all properties	\$ _____
19.) Non escrow property taxes for all properties	\$ _____

D.) Verify Current Assets Estimated Value(s):

1.) Home	\$ _____
2.) Other Real Estate (Explain) _____	\$ _____
3.) Automobile	\$ _____
4.) Automobile	\$ _____
5.) 401(k)/ESOP Accounts	\$ _____
6.) Stocks/Bonds/CDs	\$ _____
7.) Other Investments (Explain) _____	\$ _____

E.) Verify Phone Numbers:
 Home: _____
 Work: _____
 Cell/Other: _____

F.) Verify Mailing Address:
 Current: _____

G.) Please Describe Your Reason For Needing Assistance: _____

After verifying, please sign, date and include a copy of your most recent paystubs or proof of income for all individuals signed on the loan or listed on page one. If self-employed, include a copy of your last year's Federal Tax Return with all attachments and current Profit and Loss Statement.

I/We certify the financial information stated above is true, and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial worksheet to be accurate.

By: _____ Date: _____ By: _____

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Wells Fargo Home Mortgage in Care of DataVision Resources, LLC

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2011 12/31/2012

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

	Phone number of taxpayer on line 1a or 2a
▶ Signature (see instructions)	Date
▶ Title (if line 1a above is a corporation, partnership, estate, or trust)	
▶ Spouse's signature	Date

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999
	512-460-2272
	559-456-5876
	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	801-620-6922
	859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act

Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.;** **Preparing the form, 12 min.;** and **Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:M:S
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Escrow Acknowledgment

Property Information

Borrower _____
Street Address _____
City, State Zip code _____

RE: Loan Number _____

Escrow Acknowledgment

If you are approved for and accept a trial payment plan under the Home Affordable Modification Program, you understand and acknowledge that you are required to maintain or establish an escrow account to pay your future property taxes and insurance premiums which will remain on your account for the life of the loan. Until then, please continue to pay any tax or insurance bills you have previously been responsible for paying.

If delinquent property taxes or insurance premiums are discovered during our review of your financial situation, we will make those payments including all interest and penalties. We will then establish an escrow account or adjust your existing account for payment of past due and future amounts.

Any insurance and/or tax item that is paid through homeowner's association dues will remain non-escrowed.

The Parties agree that the approval of the trial payment plan and addition of the escrow account supersedes any prior agreements, negotiations, understandings, waivers or other matters whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

Borrower Signature: _____ Date: _____

Borrower Signature: _____ Date: _____

Borrower Signature: _____ Date: _____

Borrower Signature: _____ Date: _____

Home Affordable Modification Program Non-Borrower Occupant Certification Form

Use this form for an individual at your property address who is not on the loan as a borrower, but whose income will be included in the review of your loan modification.

Borrower name(s):

Mortgage account number:

Property address:

Information to be completed by the non-borrower occupant:

Name: _____
First Middle Last Suffix

Date of birth: _____ Social Security number: _____ - _____ - _____

Relationship to the borrower/homeowner: Spouse or Domestic partner Other _____

By signing below, I agree to the following:

- I reside at the borrower's principal residence and request my income be included in the review for a modification on the loan secured by this property.
- I contribute the following income to household expenses and mortgage payments each month and will continue to do so for the foreseeable future (check one):
 100% of my income Other amount \$ _____
- I direct Wells Fargo to obtain copies of my credit report to verify my occupancy in the borrower's principal residence.
- I understand my consent for a credit bureau report shall expire upon completion of the loan modification review.
- Has your income previously been used in an evaluation for a Home Affordable Modification Program trial period plan or permanent modification for a principle residence? Yes No
- Has the mortgage on any other property that you own had a permanent Home Affordable Modification?
 Yes No If yes, how many? _____

Signature of non-borrower occupant:

Signature

Date

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EXHIBIT D

EXHIBIT D

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Attorneys for Defendants
12 WELLS FARGO BANK, N.A. and
BANK OF AMERICA, N.A.
13

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES — NORTH CENTRAL DISTRICT**

16 MICHAEL HELMS an individual,

17 Plaintiff,

18 vs.

19 WELLS FARGO BANK, NATIONAL
ASSOCIATION; FIRST AMERICAN
20 SERVICING SOLUTIONS, LLC.; BANK OF
AMERICA, N.A.; and DOES 2 through 20,
21 inclusive,

22 Defendants.
23
24
25
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27
28

Case No. EC064945
Assigned for All Purposes to:
Hon. Donna Fields Goldstein
Dept. B

**STIPULATION FOR ENTRY OF
UNLAWFUL DETAINER JUDGMENT
AND ISSUANCE OF WRIT OF
POSSESSION IN THE EVENT
PLAINTIFF FAILS TO VACATE
SUBJECT PROPERTY PURSUANT
TO TERMS OF SETTLEMENT**

Action Filed: February 22, 2016
FAC Filed: May 12, 2016
Trial Date: None Set

1 Plaintiff MICHAEL HELMS (“Plaintiff”), for himself and through his counsel of record,
2 hereby stipulate as follows:

3 **RECITALS**

4 1. Plaintiff filed this action on February 22, 2016. On May 12, 2016, Plaintiff filed a
5 First Amended Complaint, the current operative pleading, for violation of Civil Code section
6 2923.6; negligence; violation of Civil Code section 2923.7; statutory damages pursuant to Civil
7 Code section 2924.19; unfair business practices; quiet title; cancellation of trustee’s deed upon
8 sale; negligent misrepresentation; fraud; breach of contract; and declaratory relief (the “Action”).

9 2. The Action involves a refinance loan obtained by Plaintiff from Wells Fargo Bank,
10 N.A. (“Wells Fargo”) secured by a deed of trust recorded against Plaintiff’s real property located
11 at 10349 Siesta Drive, Sunland, California 91040 (“Property”).

12 3. The beneficial interest in Plaintiff’s loan was subsequently assigned to Bank of
13 America, N.A (“BofA”). Wells Fargo services Plaintiff’s loan on behalf of BofA.

14 4. The Loan went into default and foreclosure proceedings were initiated against the
15 Property.

16 5. Plaintiff and Defendants Wells Fargo and BofA have entered into a settlement of
17 the Action. As a term of the settlement, Wells Fargo has agreed to review Plaintiff for a loan
18 modification. In the event Plaintiff does not qualify for a loan modification, Plaintiff has agreed to
19 vacate the Property within sixty (60) days of: (1) the date of the letter denying Plaintiff’s Loan
20 modification or, (2) the date of the letter denying any appeal by Plaintiff of the denial of his Loan
21 modification, or (3) a statement from Wells Fargo that it cannot make a determination on
22 Plaintiff’s loan modification application or that the Loan is being removed from loss mitigation,
23 whichever occurs last. Plaintiff further agrees to leave the Property in “broom swept” condition.
24 In addition, the parties have agreed to the terms of the settlement in the Release Agreement that
25 will be concurrently executed.

26 6. In the event Plaintiff fails to vacate the Property as agreed, Plaintiff has agreed to
27 stipulate to an unlawful detainer judgment and issuance of a writ of possession for the Property in
28 favor of Wells Fargo and/or BofA, and/or either of their successors or assigns, in any action filed

1 by Wells Fargo, BofA, and/or either of their successors or assigns, to obtain possession of the
2 Property.

3 7. Wells Fargo and BofA reserve the right to seek damages for the reasonable rental
4 value of the Property in the event that Plaintiff fails to vacate the premises as agreed.

5 8. Plaintiff further agrees that a facsimile or PDF signature on this stipulation may be
6 used in lieu of an original for all purposes.

7 **STIPULATION**

8 IT IS HEREBY STIPULATED AND AGREED, by Plaintiff himself and through his
9 counsel of record, that:

10 1. As a term of the settlement entered into between the parties, Plaintiff hereby
11 stipulates and agrees that in the event Plaintiff does not qualify for a loan modification pursuant to
12 the terms of the settlement, Plaintiff agrees to vacate the Property within sixty (60) days of:
13 (1) the date of the letter denying Plaintiff's Loan modification or, (2) the date of the letter denying
14 any appeal by Plaintiff of the denial of his Loan modification, or (3) a statement from Wells Fargo
15 that it cannot make a determination on Plaintiff's loan modification application or that the Loan is
16 being removed from loss mitigation, whichever occurs last, and leave the Property in "broom
17 swept" condition.

18 2. In the event Plaintiff fails to vacate the Property as agreed, Plaintiff hereby
19 stipulates to an unlawful detainer judgment and issuance of a writ of possession for the Property in
20 favor of Wells Fargo and/or BofA, and/or either of their successors or assigns, to obtain
21 possession of the Property.

22 3. Wells Fargo and BofA reserve the right to seek damages for the reasonable rental
23 value of the Property in the event that Plaintiff fails to vacate the Property as agreed.

24 **IT IS SO STIPULATED:**

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26 DATED: _____

MICHAEL HELMS

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DATED: _____

JT LEGAL GROUP, APC

By: _____
JACK TER-SAAKYAN
DEEPA TALWAR
Attorneys for MICHAEL HELMS