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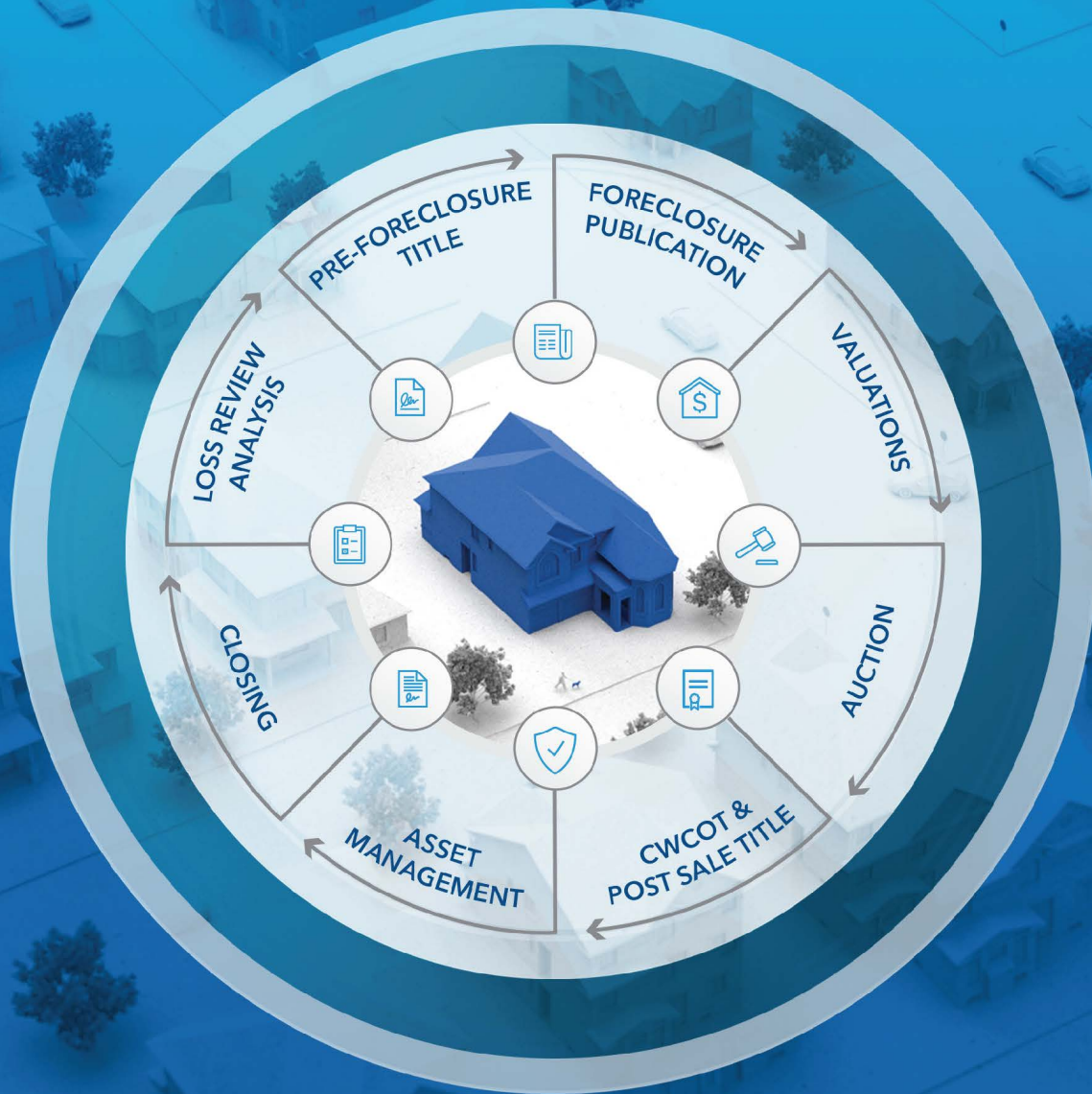
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MESSAGE FROM THE PRESIDENT

Welcome to the United Trustees Association's 44th Annual Education Conference at Green Valley Ranch Resort, Casino & Spa in Las Vegas, Nevada!

This year's conference features exceptional educational programs, The Adleson Cup Golf Tournament, Wine & Paint class, a fundraiser for a Las Vegas homeless charity, and an amazing Illusionist—all on the grounds of a first-class resort. I hope you enjoy everything the resort and our conference have to offer during your stay.

Our program includes sessions and speakers on a variety of topics including 'Title Issues You Need to Know'; 'Data Privacy, Cyber Security and Title Fraud: The Threat and How to Prepare'; a Judges Panel; an update from Home Means Nevada; and an opening session providing 'An Inside Look at the Vegas Golden Knight's Leadership and Culture'. And of course our annual sessions featuring Case Law, Bankruptcy, Legislation, and our Trustees Roundtable should not be missed.

We are proud of the effort our Conference Committee puts into this event and we hope you enjoy each and every one of the sessions.

Although elections for our Board of Directors are held electronically, members may still vote by paper ballot at this year's annual membership meeting which will be held during lunch on Monday, November 11th.

Our annual Monday night dinner gala event will feature Illusionist Greg Devereaux and a Vegas blend of astonishment, comedy, music, and audience participation in an engaging and amazing show that will blow your mind! And what would a UTA Dinner event be without our silent auction, and dancing. So join us for what promises to be a terrific night with great prize giveaways, delicious food, and excellent networking with your friends and colleagues.

Have a wonderful conference!

David Dutcher

David Dutcher
President



MESSAGE FROM THE CONFERENCE CHAIR

Welcome to the 44th Annual Education Conference & Trade Show. As Education Chair, it is my job to ensure that participants receive an enjoyable and educational experience while here at the Green Valley Ranch Resort, Casino & Spa. Putting together an education conference requires the talents of many, and we would like to thank the Education Conference Committee for all of their hard work.

UTA President David Dutcher of iMailTracking; Mark Blackman of Barrett Daffin Frappier Treder & Weiss; Cathe Cole-Sherburn of Trustee Corps; Joyce Copeland-Clark of Wright, Finlay & Zak; Robert Cullen of Redwood Trust Deed Services; DeeAnn Gregory of First American Trustee Servicing Solutions; and Gary Wisham of Allied Trustee Services, are all to be thanked for their efforts in making this conference such a success. Additionally, I'd like to thank our Vendor Relations Committee for their efforts: David Dutcher of iMailTracking; Robert Cullen of Redwood Trust Deed Services; Cherie Maples of Assured Lender Services; Debbie Sullivan of ServiceLink; and Katie TerBush of MK Consultants.

This year our Session Evaluation Forms and Conference Evaluation Form will be available online via your electronic devices at the conference. Please complete these as they do assist us in our ability to provide you with quality programs.

I would like to acknowledge our generous Gold Conference Sponsors:

- **Foreclosure Solution, Inc.**
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I would also like to acknowledge our generous Silver Conference Sponsors:

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- **Daily Journal**
- **First American Mortgage Solutions**
- **Metropolitan News Company**
- **The STOX Group**

Your participation at the conference and Trade Show should be an enjoyable one, so please feel free to locate one of us or our Executive Director, Richard Meyers, during the conference to provide us with any comments, suggestions or questions you might have.

Again, thank you for participating in the 2019 Conference and for your continued support of the United Trustees Association.

Sincerely,

Randy Newman

Randy Newman
Conference Chair



MESSAGE FROM THE MEMBERSHIP CHAIR

Welcome to the 2019 Annual United Trustees Association Education Conference & Trade Show! On behalf of the Membership Committee for the UTA, we are very excited to be hosting the '44th Annual' at the Green Valley Ranch Resort, Casino & Spa.

Our annual conference is only one great reason to join the United Trustees Association. We host many education sessions with expert speakers and panelists throughout the year. We encourage you to attend all of the UTA-sponsored events during the conference – it is a great way to meet your professional peers in the trustee-related default servicing industry and to keep abreast of all the latest trends and news affecting trustees, servicers and their affiliate vendors. There are many benefits of membership, and our organization will provide educational and growth opportunities for our members from every Western state. As a member of UTA, you will receive our journal, *UTA Quarterly*, as well as our electronic newsletter, *UTA eNews*. These two publications, along with our web site, www.unitedtrustees.com, provide industry updates, event notifications, case law updates and other informative and essential news.

UTA is a non-profit organization, and its success is due not only to the many hard-working volunteers who serve on the board, but also to the industry professionals who help sponsor and underwrite our educational efforts.

If you are not yet a member of the Association, what better time to sign up for 2020? Our application is conveniently available online at www.unitedtrustees.com.

Our organization thrives on volunteerism. The selfless volunteering of your time and expertise is what sustains the advancement and viability of this association. What's more, by being involved and offering your time to support the UTA, you will be among the first to learn of updates and changes impacting our industry, before anyone else.

With our best wishes for an enjoyable conference and a very happy holiday season.

Sincerely,

Cathe Cole-Sherburn

Cathe Cole-Sherburn
Membership Chair



2019 UTA Advocates



Advocate, Partner and Supporter companies are those who support the UTA and its mission with at least 3, 4, or 5 members represented in the United Trustees Association from their company. We thank them for their support of the association.

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- Trustee Corps
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UNITED TRUSTEES ASSOCIATION
2019 Annual Education Conference
Schedule at-a-glance

Saturday, November 9, 2019

1:00 PM – 5:00 PM **California Basic Foreclosure Certification Course (Level 1)**

(Estancia C)

Sunday, November 10, 2019

8:00 AM – 3:00 PM **The Adleson Cup** *(Sponsored by FSI; iMailTracking; Kirby & McGuinn; Redwood Trust Deed Services; ServiceLink, The PLM Family of Companies; and Trustee Corps)*

(The Revere Golf Club)

1:00 PM – 4:00 PM **Wine & Paint** *(Sponsored by FSI; iMailTracking; and ServiceLink)*

(Estancia B)

4:00 PM – 5:00 PM **Homeless Charity Project**

(Opium Terrace)

(Sponsored by iMailTracking)

6:00 PM – 7:00 PM **President's Reception** *(Sponsored by BDF Law Group; Bonial & Associates; Carrington Foreclosure Services; Daily Journal; First American Mortgage Solutions; FSI; iMailTracking; Metropolitan News Company; ServiceLink and The STOXX Group)*

(Opium Terrace)

Monday, November 11, 2019

8:00 AM – 9:00 AM **Continental Breakfast** *(Sponsored by FSI)*

(Estancia DE)

9:00 AM – 10:00 AM **An Inside Look at Vegas Golden Knight's Leadership and Culture**
(Sponsored by ServiceLink)

(Estancia FG)

10:00 AM – 10:30 AM **Break in Exhibit Hall** *(Sponsored by Del Toro Loan Servicing)*

- 10:30 AM – 12:00 PM **Judges Bankruptcy Case Updates** *(Sponsored by Attorney Services of San Dimas)*
- 12:00 PM – 1:30 PM **Luncheon: Update on Nevada Mediation Portal and Annual Meeting** *(Sponsored by iMailTracking)*
- 1:30 PM – 2:30 PM **Title Issues You Need To Know** *(Sponsored by Daily Journal)*
- 2:30 PM – 3:00 PM **Break in Exhibit Hall** *(Sponsored by The STOX Group)*
- 2:45 PM – 4:00 PM **Case Law Updates** *(Sponsored by InSource Logic)*
- 6:30 PM – 10:00 PM **An Evening of Dinner, Networking, Prizes, Dancing and ... Illusions!** *(Sponsored by BDF Law Group; Bonial & Associates; Carrington Foreclosure Services; Daily Journal; First American Mortgage Solutions; FSI; iMailTracking; Metropolitan News Company; ServiceLink and The STOX Group)*

(Estancia FG)

Tuesday, November 12, 2019

- 8:00 AM – 9:00 AM **Continental Breakfast** *(Sponsored by Attorney Services of San Dimas)*
- 9:00 AM – 10:00 AM **Data Privacy, Cyber Security and Title Fraud: The Threat and How to Prepare** *(Sponsored by Bonial & Associates)*
- 10:00 AM – 10:30 AM **Break in Exhibit Hall** *(Sponsored by Carrington Foreclosure Services)*
- 10:30 AM – 12:00 PM **Legislative Update** *(Sponsored by BDF Law Group)*
- 12:00 PM – 1:00 PM **Lunch and Exhibitors Raffle** *(Sponsored by Metropolitan News)*
- 1:00 PM – 2:30 PM **Large Trustees Roundtable** *(Sponsored by First American Mortgage Solutions)*

(El Cielo 1)

- 1:00 PM – 2:30 PM **Small Trustees Roundtable** *(Sponsored by Del Toro Loan Servicing)*

(El Cielo 2)

End of Conference

UNITED TRUSTEES ASSOCIATION
2010 Annual Education Conference
Schedule of Events

Saturday, November 9, 2019

1:00 pm – 5:00 pm

California Basic Foreclosure Certification Course (Level 1)

The three-hour course syllabus followed by a none-hour open-book exam covers state foreclosure procedures; monetary and non-monetary defaults; judicial vs. nonjudicial foreclosures; what a lender provides to the Trustee; what a trustee does; notice of default; notice of sale; review of Trustee's Sale Guarantees; reinstatement; presale redemption; sale; Trustee's Deed; Proceeds of Sale; and Bankruptcy.

Instructor: Randy Newman, Esq., Total Lender Solutions

Conference Registration fee does not include the certification class.

Sunday, November 10, 2019

8:00 am – 3:00 pm

The Adleson Cup

We'll be playing the Concord Course at the Revere Golf Club. The Revere presents a blend of beauty and challenge unlike any other in southern Nevada. Draped through the rugged desert canyons and valleys of the Las Vegas foothills, The Revere Golf Club offers unending, awe inspiring views of the Las Vegas Skyline and mountains beyond, and the Concord Course is a 7,034 yard par-72 layout that offers Bermuda fairways and large greens. The event includes a Putting Contest; a Chipping Contest; a Longest Drive and Closest to the Pin Contest and a \$10,000 hole-in-one prize.

Check-in begins at 8 am with a tee time of 9 am for the shotgun play. Players enjoy hors d'oeuvres and prizes after the tournament.

Conference registration fee does not include participation in The Adleson Cup.

(Sponsored by FSI; iMailTracking; Kirby & McGuinn; Redwood Trust Deed Services; ServiceLink, The PLM Family of Companies; and Trustee Corps)

1:00 pm – 4:00 pm

Wine and Paint

Uncork and Unwine! This class is the perfect way to relax in a stress-free environment by expressing your creativity and finding your inner artist – and take home your personal masterpiece. And don't worry if you can't even draw a stick figure. We've got you covered.

Conference registration fee does not include Wine and Paint participation

(Sponsored by FSI; iMailTracking; and ServiceLink)

4:00 pm – 5:00 pm

Homeless Charity

UTA is providing packages for the homeless. Participants will package hygiene kits which will be donated to the homeless. Help us help the less fortunate as we approach the holiday season!

We are requesting a \$50 fee to participate in this event.

(Sponsored by iMailTracking)

6:00 pm – 7:00 pm

President's Reception

After a hard day on the golf course or an exhausting painting session, relax and catch up with old friends and new colleagues at UTA's outdoor Welcome Reception.

(Sponsored by BDF Law Group; Bonial & Associates; Carrington Foreclosure Services; Daily Journal; First American Mortgage Solutions; FSI; iMailTracking; Metropolitan News Company; ServiceLink and The STOX Group)

Monday, November 11, 2019

8am – 9am

Continental Breakfast

(Sponsored by FSI)

9am - 10am

An Inside Look at Vegas Golden Knight's Leadership and Culture

Kerry Bubolz joined the Las Vegas Golden Knights as the expansion franchise's first President on November 1, 2016. Two years later, in their very first season, the team was in the Stanley Cup finals. In his role as President, Kerry oversees all of the business operations for Las Vegas' first major league professional sports franchise. Kerry will share his ten hockey/business phrases that have become legendary in the Las Vegas market in this rousing opening session.

- *Kerry Bubolz, President, COO, Las Vegas Golden Nights*

(Sponsored by ServiceLink)

10:am – 10:30am

Break in the Exhibit Hall

(Sponsored by Del Toro Loan Servicing)

10:30am - Noon

Judges Bankruptcy Case Updates

Four esteemed bankruptcy judges will discuss topics such as multiple filings by debtors, the finality of foreclosure sales and the effect on the automatic stay, violations of the automatic stay and discharge injunction, and lien perfection issues, and proof of claim issues.

- *Ben Levinson, Law Office of Benjamin R. Levinson, Esq., (moderator)*
- *Honorable Scott C. Clarkson, U.S. Bankruptcy Judge, Central District of California*
- *Honorable Stephen L. Johnson, U.S. Bankruptcy Judge, Northern District of California*
- *Honorable William J. Lafferty III, U.S. Bankruptcy Judge, Northern District of California*
- *Honorable August B. Landis, U.S. Bankruptcy Judge, District of Nevada*
- *Lee Raphael, Esq., Prober & Raphael*

(Sponsored by Attorney Services of San Dimas)

Noon-1:30pm

Luncheon: Update on Nevada Mediation Portal and Annual Meeting

During lunch we will be hear an update on the Nevada Foreclosure Mediation Program, including updated program statistics and what is happening in courts with respect to the program. We'll also present the 2019 Phil Adleson Award, the 2019 Dorothy Schick Veteran Member of the Year Award and the 2019 Suzanne Kelly New Member of the Year Award. The annual meeting will include Board Elections for 2020.

- *David Dutcher, iMailTracking, UTA President*
- *Michelle Crumby, Operations Manager, Home Means Nevada*

(Sponsored by iMailTracking)

1:30pm-2:30pm

Title Issues You Need to Know

This session will address marijuana properties and farms; solar liens/contracts and HERO programs/loans which are processed through counties and are added to homeowners property taxes.

- *Elizabeth M. Knight, PLM Lender Services, Inc. (moderator)*
- *Mark Blackman, Esq., Barrett, Daffin, Frappier, Treder & Weiss*
- *Andrew Fragassi, FinTitle*
- *Drew Louis, Del Toro Loan Servicing*
- *Susan Pettem, Novare Settlement Services*
- *Steve Scott, Lawyers Title Insurance Company*

(Sponsored by Daily Journal)

2:30pm – 2:45pm
Break in the Exhibit Hall

(Sponsored by The STOX Group)

2:45 pm – 4:00 pm

Case Law Update

Our case law panel will address 2019 cases that impact foreclosure in California and all Western states. This session covers all of the key relevant court cases from the past year in a rapid-fire, yet detailed format that provides informative and practical information.

- *Andrew Boylan, Esq., McCarthy Holthus*
- *Stephen T. Hicklin, Esq., Bonial & Associates, P.C.*
- *Martin T. McGuinn, Esq., Kirby & McGuinn*

(Sponsored by InSource Logic)

6:30 pm – 10 pm

An Evening of Dinner, Networking, Prizes, Dancing and ... Illusions!

UTA Members will enjoy a casually dressed night of dining, networking and illusions at the Association's annual dinner gala event.

Greg Devereaux mixes a blend of astonishment, comedy, music, and audience participation in an engaging and amazing show of illusion that will blow your mind! "Expect a lot of 'how did he do that' moments", raved the *Las Vegas Review Journal*.

UTA's Silent Auction will be held as well. At 8:30 pm, the dancing begins.

(Sponsored by BDF Law Group; Bonial & Associates; Carrington Foreclosure Services; Daily Journal; First American Mortgage Solutions; FSI; iMailTracking; Metropolitan News Company; ServiceLink and The STOX Group)

Tuesday, November 12, 2019

8:00am-9:00am

Continental Breakfast

(Sponsored by Attorney Services of San Dimas)

9am-10am

Data Privacy, Cyber Security and Title Fraud: The Threat and How to Prepare

Title Fraud is a reality in our business. We train our staff to look for red flags. We perform audits. We implement controls. These measures help us to identify title fraud so we can pass the fraudulent actions along to the professionals for handling. But what happens next?

This session will explain how to launch an investigation; how investigators determine if an investigation is necessary; how investigators prioritize the areas of investigation; and how investigations are conducted.

We will even take you on a deep dive into the world of “cyber terrorism” where cyber security professionals will share their experiences to ensure this doesn’t happen to you or your company. You will be far more prepared to face these threats after joining our expert panel in this timely and critical discussion

- *Cathe Cole-Sherburn, Trustee Corps (moderator)*
- *Sergeant Alex Gilinets, Los Angeles County Sheriff’s Department, Fraud and Cyber Crimes Bureau*
- *Sergeant Michael Kim, Los Angeles County District Attorney’s Office, Bureau of Investigation, Real Estate Fraud Unit*
- *Kevin McDonald – Alvaka Networks*
- *Kristin A. Schuler-Hintz, Esq., McCarthy Holthus*

(Sponsored by Bonial & Associates)

10:00am-10:30am
Break in the Exhibit Hall

(Sponsored by Carrington Foreclosure Services)

10:30 am – 12:00 pm
Legislative Update

Our legislative update panel will provide us with detailed summaries of the key issues and bills addressed this year in California, Washington, Nevada, Arizona, Texas and Utah. We’ll also be discussing and soliciting from members, our 2020 legislative ‘wishlist’.

- *T. Robert Finlay, Esq. Wright Finlay & Zak (moderator)*
- *Mike Belote, Esq., California Advocates*
- *Holly Chisa, HPC Advocacy*
- *Brigham Lundberg, Esq., Lundberg, Lundberg & Associates, PC*

(Sponsored by BDF Law Group)

12:00 pm - 1:00 pm
Lunch and Exhibitors Raffle

Enjoy a delicious lunch while our gracious exhibitors announce their prize winners. All raffle prizes will be announced at the lunch – but you must be present to win!

Randy Newman, Total Lender Solutions, Education Committee Chair

(Sponsored by Metropolitan News)

1:00 pm – 2:30 pm
Trustees Roundtables

This year's session will allow Trustees to exchange information concerning operations and best practices within smaller working groups. Statute of limitations and probate and transfer on death deed will be among the topics discussed.

Facilitators:

Large Trustees

- *Tai Alailima, Carrington Foreclosure Services*
- *Cathe Cole-Sherburn, Trustee Corps*

(Sponsored by First American Mortgage Solutions)

Small Trustees

- *Robert Cullen, Redwood Trust Deed Services*
- *Jennifer Kennick, S.B.S. Trust Deed Services*

(Sponsored by Del Toro Loan Servicing)

End of Conference



THE ROLE OF THE TRUSTEE

The real property trustee performs a little understood but crucial role in the real estate industry. In order to understand this role, a distinction must be drawn between the historic use of mortgages in real estate lending and the more modern use of deeds of trust. Many states now secure real estate loans almost exclusively with deeds of trust, to the exclusion of mortgages.

Whereas a mortgage consists of a two-party arrangement between the lender and the borrower, the deed of trust involves three parties. The borrower, or the “trustor”, conveys a technical form of title to the “trustee” for the benefit of the lender, also known as the “beneficiary”. In simple terms, the obligation of the trustee is to re-convey title to the borrower when the loan is paid off, or to commence foreclosure on behalf of the lender in the event of default.

The trustee thus helps clear title to real property in the event of lien satisfaction, and helps lenders protect their security in the unfortunate circumstances of nonpayment. While the law in all states permits lenders to seek foreclosure in court, many states allow trustees to act under a power of sale granted in the deed of trust to foreclose non-judicially. This helps keep costs down, to the benefit of all parties.

In summary, the trustee serves two functions:

- 1) To process a non-judicial foreclosure
- 2) To re-convey the Deed of Trust



UNITED TRUSTEES ASSOCIATION

INTRODUCTION

UTA membership is comprised of those acting as trustees under real property deeds of trust, including trustees, attorneys and loan servicing professionals from title companies, financial institutions, law firms and independent companies as well as allied and support organizations such as posting & publishing companies and computer service firms.

Mission Statement: To foster, improve and promote the integrity of the default services industry through a level of excellence, education, local outreach and legislative advocacy.

UTA MEMBER BENEFITS

Members of the United Trustees Association enjoy the following benefits:

EDUCATION

- The industry's Best Educational Conference & Trade Show: Our annual fall educational conference (CLE accredited) and trade show keeps members current on all practice issues of interest to trustees and provides a marketplace for service providers to interact with you to improve your practice.
- Trustee Certification Program: Both UTA's Basic and Advanced Foreclosure Certification Course & Exams are taught by leading experts in the foreclosure, title and legal communities and give employers confidence in the recipient's basic knowledge of the non-judicial foreclosure process.

COMMUNICATION

- UTA Quarterly: Our acclaimed quarterly publication provides practice hints and services available to trustees along with updates for members on changes to the law. *UTA Quarterly* provides vital information to members with new and thought-provoking developments and trends relating to the non-judicial foreclosure process.
- UTA eNews: *The UTA eNews* provides essential, relevant case law updates, news and happenings.

LEGAL UPDATES AND CASE LAW REVIEW

- Case Law Program: Supervised by practicing real estate attorneys, UTA participates as amicus curiae (friend of the court) in cases of major importance, drafting and submitting briefs in order to assist courts in rendering a just result and ensuring a level playing field for trustee practice.
- Essential Legislative Advocacy: UTA's California and Washington lobbyists ensure that we help write real estate laws in the areas of distribution of foreclosure sales proceeds and collection of defaults under deeds of trust as well as draft appropriate language for recorded notices of default, re-conveyances and others. Our efforts in other states take place on a case-by-case basis as issues arise.

NETWORKING & BUSINESS GROWTH

- Regional Dinner Meetings: Networking opportunities with the most respected trustee and default servicing professionals including trustees, attorneys, loan servicing professionals and industry vendors -- and introductions to new business ideas that will help your practice immeasurably.
- Advertising Opportunities: Advertising and sponsorship opportunities in all our publications including our annual Membership Directory and our events allowing member vendors to easily reach their target audience.
- Association Job Board: Allowing members to post and reply to industry positions.

The United Trustees Association is a non-profit corporation.



UNITED TRUSTEES ASSOCIATION

CODE OF ETHICS

The Trustee, under a Deed of Trust, is the instrumentality through which foreclosure and re-conveyance activity is affected. The responsibilities and obligations undertaken in such actions are of the utmost importance. All United Trustees Association members (UTA Member(s)), therefore should strive to maintain and improve the standards of their calling, as well as sharing with their fellow members a common responsibility for integrity and honor.

All member classes identified in the Bylaws of the United Trustees Association pledge to observe the spirit of, and to conduct their business in accordance with, the following Code of Ethics.

Article I

A UTA Member shall conduct trustee business in a professional manner, keeping himself informed as to statutes, regulations and common provisions of notes and security instruments relating to non-judicial foreclosures and to the re-conveyance process, as well as other matters relating to the trustee profession in which he participates.

Article II

Protection of the public against fraud, misrepresentation and unethical practices in the trustee profession shall be uppermost in the mind of the UTA Members and the UTA Member shall report such fraud, misrepresentation or unethical practices to the appropriate government entity.

Article III

Much of the information contained in a trustee's file is confidential and should not be revealed or disclosed to any person not entitled to such information, except where such information is disclosed with the consent of an entitled person or is required to be revealed by subpoena or process of law.

Article IV

A UTA Member shall not be a party to the falsification of any of the facts relative to a non-judicial foreclosure or re-conveyance.

Article V

A UTA Member shall not engage in activities that constitute the unauthorized practice of law and should never hesitate to recommend that parties seek independent legal counsel in connection with a non-judicial foreclosure or re-conveyance.

Article VI

A UTA Member shall act in conformity with all applicable laws, regulations and terms of the security agreement and shall cooperate, without being required to waive any legal rights he may have, with all government agencies.

Article VII

If a UTA Member is charged with unethical practices, he shall place all pertinent facts before the proper tribunal of the National Association to which he/she belongs for investigation or decision.

Article VIII

A UTA Member shall never knowingly provide false information with respect to a fellow UTA Member nor shall he disparage the professional practice of a competitor or volunteer an opinion of the competitor's services for the purpose of obtaining a competitive advantage.

Article IX

A UTA Member shall assist to the best of his abilities in furthering the work and goals of UTA and willingly share lessons of his study and experience with his fellow members.

Article X

A UTA Member shall maintain all monies received on behalf of others in a prudent and identifiable manner and shall disburse these funds to the persons entitled thereto or, if the persons entitled thereto cannot be reasonably determined, as provided by law.

Article XI

A UTA Member shall not discriminate on the basis of race, color, sex, religion, marital status, national origin or age in conducting trustee business.

Article XII

A UTA Member shall cooperate with the National board of directors or duly appointed committee of either board, in furnishing information relating to any UTA investigation of alleged violations of the Bylaws and/or of these Code of Ethics.

Article XIII

In the best interest of the trustee profession, UTA Members, and of society, a UTA Member shall be loyal to the National Association and shall actively participate in these associations' work and conform to the Bylaws of and Code of Ethics of the National Association.



UTA DISCLAIMER

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44th Annual Education Conference & Trade Show

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An Inside Look At Vegas Golden Knight's Leadership and Culture

Presented by

Kerry Bubolz

Sponsored by





Kerry Bubolz

On October 3, 2016, Vegas Golden Knights Chairman and owner Bill Foley announced Kerry Bubolz as the first President and Chief Operating Officer of the Golden Knights. In his role, Bubolz oversees all business aspects of the franchise. Bubolz is finishing his second season with the Golden Knights after leading the organization to a tremendously successful first campaign. The Golden Knights continue to exceed expectations in their second season, averaging 105.5% capacity at T-Mobile Arena while also achieving a top 5 ranking in the NHL in team allocated sponsorship revenue, ticket sales and merchandise sales. Bubolz was also instrumental in negotiating the franchise's television deal with Root Sports (now AT&T Sportsnet), broadcasting VGK games not only locally in Las Vegas but extending throughout the Western Rockies region through Nevada, Utah, Idaho, Wyoming, Montana and parts of California and Arizona. In only their second year, the Golden Knights ranked 3rd in the NHL's U.S. markets with a 4.2 average household rating for the 18-19 regular season. The organization also captured national attention with their best-in-class game presentation putting on a show for both Golden Knights fans, and NHL fans. Bubolz's steady leadership ultimately led to the organization winning the *Sports Business Journal's* prestigious Sports Team of the Year Award for the 2017-2018 season, as well as the National Hockey League's "Commissioner Award for Business Excellence" for the inaugural season. The Golden Knights continued to earn recognition in their second season by winning the NHL Business Awards Stanley for best in class social media content.

Bubolz has also instilled a commitment to community outreach and service in the franchise through the organization's various charitable initiatives. The Golden Knights Foundation serves as the primary charitable link between the team and the Las Vegas community focusing on five pillars including, fighting hunger and homelessness in Las Vegas, securing the future of Las Vegas military, first responders and their families, and fostering physical, social and emotional growth of Las Vegas youth. The Golden Knights Foundation has been supported by the 51/49 raffle, which has raised more than \$2,500,000 during the team's first two seasons. Bubolz's commitment to community and growing the sport of hockey in Southern Nevada is evidenced by the team's hockey development programs, including the "Golden Knights Hockey Academy" which reaches close to 200,000 children in Clark County middle and elementary schools.

Prior to joining the Golden Knights, Bubolz spent 13 years with the National Basketball Association's Cleveland Cavaliers. In 2013, he was named President, Business Operations where he oversaw ticketing and suite sales, corporate sponsorship revenue, broadcast, marketing, communications and community engagement for the franchise. In Bubolz's time with the Cavaliers, the team won the Eastern Conference Championship three times and won the NBA championship in 2016. The Cavaliers were consistently recognized by the NBA during their annual Sales & Marketing awards ceremonies as a top performing team in all key business metrics.

In addition to overseeing Cavaliers business operations, Bubolz also served as President and Alternate Governor for all franchise property teams owned by the Cavaliers Operating Company, including the Lake Erie Monsters of the American Hockey League. In 2016, the Monsters won the Calder Cup and finished third in league average attendance with 8,596 fans per-game. He was also President and Chief Operating Officer of the Cleveland Lumberjacks of the International Hockey League from 1994 to 2000.

The Tulsa, Oklahoma native also brings an abundance of National Hockey League experience to Las Vegas. He served as vice president of sales for the Carolina Hurricanes and the Dallas Stars prior to joining the Cavaliers.

Bubolz graduated from Oklahoma State University with a Bachelors' Degree in marketing in 1989. He and his wife, Melissa, live in Summerlin and have two daughters, Madison and Emma.

KNIGHTS CODE



THE EPITOME OF THE WARRIOR CLASS

We work for one of the most visible companies in Las Vegas. With the profile of our company, comes tremendous responsibility and higher personal and professional accountability. Knights are the Epitome of the Warrior Class, we should conduct ourselves as such.



SUPPORT YOUR LINEMATES

We refer to our VGK colleagues as "Linemates." We don't use words like "departments" or "them." Teamwork means everything. To have great teamwork, you must have great respect and understanding of all parts of the business. Different areas of our business have timing that is unique to that particular area. We all need to be sensitive and empathetic to this.



DON'T TAKE BAD PENALTIES

Be smart in our dealings with customers and remain cool and composed under pressure. We put ourselves shorthanded when we put our own selfishness ahead of the team and take bad penalties.



YES!

We are a team and a business that leads with YES instead of no. When working with customers, fans, partners and our linemates we should always give our best effort to make the request happen regardless of the extra work it may bring. If we can't say 'yes' right away, offer a reasonable alternative.



LIKE HOCKEY, 'COMMUNITY' IS A CONTACT SPORT

Knights protect those who cannot protect themselves. We serve our great community and continuously look for ways to give back to the city and improve the lives of those in need.



CELEBRATE THE GOAL HORN

Goals are difficult to come by and challenging to achieve. So when we do achieve one, we should celebrate them. Share the successes with linemates and be humble and gracious when recognized.



PLAY FAST, FINISH YOUR CHECKS

We need to be responsive to internal email requests. Be sure to respond to linemates and provide direction within 24 hours. Externally, we should always follow up on sales leads, emails and phone calls. The members, partners and followers of our team are the lifeblood of our business and we never take them for granted. Respond with promptness and with an interested voice.



IGNORE THE NAYSAYERS

In our business and with social media these days, there will be a lot of "NOISE" coming from the naysayers. Learn to ignore it and stay focused on our task at hand.



ANYONE CAN BE A FIRST STAR

Superstars and team captains are not the only players who score important goals throughout the season. Rookies, call-ups and fourth liners can make an impact too. Here, great ideas can come from all levels of our organization. Have confidence in your abilities and ideas and present them when appropriate.



SMILE EVEN IF YOU'VE HAD ALL YOUR TEETH KNOCKED OUT BY A HIGH STICK

Smiling and having fun at work are contagious. You can't fake fun. Our customers and fans deserve our best. We are all at our best when we are having fun. This is professional sports. We work for the National Hockey League. This is a great business to be in. Smile!





Judges Bankruptcy Case Updates

Presented by

Ben Levinson, Esq. (moderator)
Law Offices of Benjamin R. Levinson

Honorable Scott C. Clarkson
Central District of California

Honorable Stephen L. Johnson
Northern District of California

Honorable William J. Lafferty III
Northern District of California

Honorable August B. Landis
District of Nevada

Lee Raphael, Esq.
Prober & Raphael

Sponsored by





Benjamin R. Levinson, Esq.

Benjamin R. Levinson has been representing private mortgage lenders, foreclosure trustees, and receivers in State Courts and all Bankruptcy Courts in California since 1985. His practice emphasizes defending lenders, foreclosure trustees, and third party purchasers in foreclosure-related litigation; lender and receiver representation in state court receivership actions; lender representation in judicial foreclosures and post-foreclosure evictions; and representation of secured and unsecured creditors in bankruptcy.

Mr. Levinson has been a seminar speaker for the California Mortgage Association and the United Trustees Association on various foreclosure and bankruptcy topics over the last thirty-four years. Mr. Levinson is licensed to practice in all of the Superior and Appellate courts for the State of California and the Supreme Court for the State of California. He has extensive experience in litigating various real property cases in State Courts throughout the State of California.

Mr. Levinson is also licensed to practice in all Federal District Courts and Bankruptcy Courts in California and the Ninth Circuit Court of Appeals and he has extensive experience handling real estate and bankruptcy matters in those courts as well.

Mr. Levinson is a member of the State Bar of California, the Santa Clara County Bar Association, the Bar Association of San Francisco, the California Mortgage Association, the American Bankruptcy Institute, the Bay Area Bankruptcy Forum, the San Jose chapter of American Inns of Court solely dedicated to bankruptcy reorganization practice, and on the Board of Directors for the United Trustees Association.

Mr. Levinson received his Juris Doctorate from the University of Santa Clara in 1984 and his Bachelor of Arts from the University of California Santa Barbara in 1979.

Mr. Levinson can be reached at *ben@benlevinsonlaw.com*.



Honorable Scott C. Clarkson

Appointment(s):

Appointed January 20, 2011 by the United States Court of Appeals for the Ninth Circuit (Current term expires January 19, 2025)

Education:

- Indiana University - Bloomington, BA 1979
- George Mason University School of Law, JD 1982; Articles Editor, Law Review

Career Record:

- Admitted to the California Bar, 1989; District of Columbia Bar, 1988
Commonwealth of Virginia Bar, 1982
- Clerk to United States District Judge William L. Hungate (E.D.Mo.)
- Legislative Assistant to United States Representative Harold L. Volkmer, 95th Congress to 97th Congress

Professional Memberships:

- The James T. King American Inns of Court, Co-President, 2014-2015
- American Bankruptcy Institute
- National Conference of Bankruptcy Judges
- California Bankruptcy Forum, Judicial Liaison 2015-2016
- Los Angeles County Bar Association (Executive Committee of the Commercial Law and Bankruptcy Section)
- Orange County Bar Association
- Federal Bar Association of Orange County (Board Member)
- John M. Langston Bar Association



Honorable Stephen L. Johnson

Judge Johnson was appointed on October 13, 2010. He is a graduate of the University of San Francisco, and U.C. Hastings College of Law, where he served on the Law Review. Prior to his appointment, Judge Johnson worked in private practice and for the United States Department of Justice.



Honorable William J. Lafferty III

Education:

- University of California, Hastings College of the Law – J.D.
- University of California, Berkeley – B.A.

Appointed:

United States Bankruptcy Judge, Northern District of California (April 2011)

Practice:

- Joined Howard Rice Nemerovski Canady Falk & Rabkin in 1987
- Director with Howard Rice Nemerovski Canady Falk & Rabkin 1993-2011

Affiliations:

- Vice President, California Bankruptcy Forum
- Past President, Bay Area Bankruptcy Forum
- Past President, Bar Association of San Francisco, Commercial Law and Bankruptcy Section



Extracurricular

- Bankruptcy & Reorganization Practice Group
- Listed in *The Best Lawyers in America* (Bankruptcy and Creditor/Debtor Rights Law field)
- Listed in Chambers USA's "America's Leading Lawyers for Business"
- Recognized as a Northern California Superlawyer from 2004 through 2010
- AV rated attorney (peer awarded honor given by Martindale-Hubbell)

Honorable August B. Landis

August B. Landis was sworn in as a Nevada Bankruptcy Judge on November 27, 2013.



Lee S. Raphael, Esq.

Lee S. Raphael is the owner and managing attorney of Prober & Raphael where he oversees the firm's California foreclosure, civil litigation, and collections practices as well and the firm's nationwide bankruptcy practice. He has extensive experience with bankruptcy, real estate, and federal appellate matters.

Mr. Raphael has been a featured speaker on multiple occasions at both the United Trustees Association's Annual Education Conference and the Central District of California Bankruptcy Judge's Annual Retreat. Additionally, he has moderated and participated in webinars and training seminars for the American Legal & Financial Network (ALFN) and Legal League 100. Mr. Raphael has also been a panelist on bankruptcy lien strips for the San Fernando Valley Bar Association and the Central District Consumer Bankruptcy Attorneys Association, on Chapter 13 Local Rule changes for the Central District of California and on How to Get Your Chapter 13 Case Confirmed for the San Fernando Valley Bar Association. Furthermore, Mr. Raphael has been a moderator and featured panelist on various bankruptcy issues at ANSWERS, the ALFN's annual leadership conference and their regional TEACH events.

Mr. Raphael taught Real Property law for the Legal Education Conference Center and served on both the Central District of California Bankruptcy Forms Committee and the Central District of California's Relief from Stay Task Force. Mr. Raphael currently serves on the ALFN's Executive Bankruptcy Committee and the National Association of Chapter Thirteen Trustee's Mortgage Committee. He has served on various Bankruptcy Sub-Committees for the National Association of Chapter 13 Trustees. Mr. Raphael was also a member of the Southern California Bankruptcy Inns of the Court and Central District of California's Bar Rules Advisory Group's Relief from Stay Working Group.

Mr. Raphael's professional affiliations include and/or have included: the Mortgage Bankers Association, ALFN, Legal League 100, American Bar Association, Los Angeles County Bar Association, San Fernando Valley Bar Association, Los Angeles Bankruptcy Forum, United Trustees Association, National Association of Chapter 13 Trustees, Central District Consumer Bankruptcy Attorney Association and the Association of Southern California Defense Counsel.

Mr. Raphael earned his bachelor's degree in Sociology from California State University Northridge and his Juris Doctor from Southwestern University School of Law, where he received the Dean's Scholar Designation. He was admitted to the State Bar of California in 1995 and is also admitted to all California Federal District Courts as well as the Ninth Circuit Court of Appeals. In addition, Mr. Raphael has maintained a perfect 5.0 AV Preeminent peer review rating from Martindale-Hubbell for over 20 years.



Title Issues You Need To Know

Presented by

Elizabeth Knight (moderator)
PLM Lender Services

Mark Blackman, Esq.
Wright Finlay & Zak

Andrew Fragassi
FinTitle

Drew Louis
Del Toro Loan Servicing

Susan Pettem
Novare Settlement Services

Steve Scott
Lawyers Title

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Daily Journal
CORPORATION



Elizabeth M. Knight

Elizabeth M. Knight is President/CEO of the PLM Family of Companies; PLM Loan Management Services, Inc., an independent trustee service which specializes in non-judicial foreclosures in California and Nevada, PLM Lender Services, Inc., an independent private investor loan servicing company, PLM Loan Processing Center, Inc., an independent document drawing service and PFD Insurance Services, LLC, an independent trustee service which specializes in non-judicial foreclosures in Arizona.

Elizabeth has been in the foreclosure and loan servicing field since 1981. PLM is celebrating its 39th year in business. Elizabeth has been in the real estate field (with emphasis on escrow and loan documents prior to 1981) since 1977. She currently holds the position of Vice President on the Board of Directors of the California Mortgage Association, is on the Board of Directors of the United Trustees Association and is a member of the Arizona Trustee Association. Elizabeth is a graduate of St. Mary's College (Moraga) with her Bachelor's degree in Business Management with a minor in English and an Associate's degree in Business with a minor in real estate from West Valley College (Saratoga). She is a speaker for various trade associations and groups. She is a licensed California Real Estate Broker with her NMLS endorsement. She can be reached at liz@plmweb.com.



Mark S. Blackman, Esq.

Mark S. Blackman is an experienced bankruptcy, business, and real estate litigator. He represents clients in all aspects of creditors' rights matters including, but not limited to, bankruptcy proceedings, judicial foreclosures, real property foreclosures, title and escrow company disputes, interpleaders, and all aspects of bankruptcy, manufactured housing and mobile home transactions and litigation. Mr. Blackman, recently joined the law firm of Barrett, Daffin, Frappier, Treder & Weiss, LLP ("BDF Law Group"), and is licensed to practice law in California and Nevada.



Memberships/Accomplishments:

Mr. Blackman is a former president of the San Fernando Valley Bar Association (“SFVBA”). He has served as the chair for the SFVBA’s Community Service Committee and Blanket the Homeless Program for almost 30 years. Mr. Blackman has also served on the Board of Directors for the Valley Community Legal Foundation for over six years.

Additionally, Mr. Blackman presently serves on the Board for the Clark County Bar Association and serves as co-chair of the CCBA’s Community Service Committee which works with many local organizations in Las Vegas.

Mr. Blackman also serves on the Board for the California Manufactured Housing Institute.

Mr. Blackman previously served as a board member for the Los Angeles Chapter of the California Trustees Association and the United Trustees Association. He has served as a member of the Loyola Law School Board of Governors, as a member of the Formation Committee for the Woodland Hills-Warner Center Neighborhood Council which is part of the City of Los Angeles Department of Neighborhood Empowerment and as a member of the Board of Directors for the Valley Cultural Center.

Mr. Blackman has conducted programs on bankruptcy law unlawful detainers (evictions) and mobile home foreclosures for the San Fernando Valley Bar Association, the Los Angeles Chapter of the California Trustees Association and the United Trustees Association. Mr. Blackman is also a regular contributor to the *UTA Quarterly*.

Before joining BDF Law Group in 2019, Mr. Blackman was a partner with Alpert, Barr & Grant, APLC for almost 30 years, and was of Counsel to Wright, Finlay and Zak, LLP.

Education/Court Admissions:

- Bachelor of Arts in Political Science from UCLA
- Juris Doctor from Loyola University School of Law, 1985.
- Licensed to practice in California and Nevada and before the United States District Courts for the Central, Northern, Southern and Eastern Districts of California and the District of Nevada.

Mr. Blackman can be reached at 661-371-7046 and markbl@bdflawgroup.com.



Andy Fragassi

As Chief Operating Officer, Andy Fragassi oversees FIN Title's nationwide, end-to-end originations and default title and closing operations backed by a national network dedicated to delivery of innovative products, localized knowledge and white glove service critical to lenders and mortgage servicers. As an accomplished executive who ran the largest title and production division in the default industry, Mr. Fragassi brings unsurpassed operational and management experience, considerable knowledge of virtual workflow management, and implementation of proven service option innovations to top mortgage servicers during Foreclosure, REO and Loss Mitigation transactions.

Prior to joining FIN Title, Mr. Fragassi most recently held the position of Senior Vice President at Title365 Company, where he built the National Solutions division providing both Originations and Default Title and Closing services to top lenders, Mortgage Services and GSE's. Mr. Fragassi began his career at Fidelity National Title, later LPS Default Title & Closing, where he most recently served as Senior Vice President, Managing Director overseeing 1000+ team members.

Mr. Fragassi holds a Bachelor of Arts degree in Psychology from Santa Barbara's Westmont College. Often invited to speak at industry conferences, Mr. Fragassi is a member of the United Trustee's Association. Andy can be reached at *afragassi@fintitle.com*



Susan Pettem

Susan Pettem is a longtime title insurance industry executive, with 30+ years at several top national title organizations, primarily within the Fidelity National Financial family of companies.

Susan has held a variety of internal positions throughout her career including Customer Service, Title Assistant (foreclosure title-Trustee Sale Guarantees), Title Examiner and Title Officer. These positions were all related to default title and the issues therein.

Ultimately Susan was approached by her Western Regional Executive within Fidelity National Financial to be a VP National Sales representative for the default division, a position she has held ever since across the title brands.

Susan's expertise is in the default and REO areas of the mortgage industry as well as originations (both residential and commercial transactions), with tremendous experience in national foreclosure title issues and curative as well as REO title, title curative-resolution and escrow/closing of the transaction. Susan's focus is providing REO title and escrow/closing services for many national mortgage servicers as well as law firms and banks.

Susan currently is Senior Vice President of National Sales for Novare National Settlement Service, a division of Fidelity National Financial (FNF). Novare offers an efficient and customer-focused national title and escrow/closing platform with multiple locations. The company offers direct processing within the organization nationally, streamlining processes and expediting efficient delivery of the liquidation of the REO asset. The team at Novare is highly client-focused, realizing that every client has unique needs and requirements. As such we provide customized solutions according to their needs. We utilize a robust internal processing system and are integrated with Equator, Pyramid and Res.Net, among other notable transactional systems.

Susan is a longtime member of the United Trustees Association, a non-profit focused on educational excellence of its' national membership and industry at large. She also is a member of the REOMAC organization and actively attends all of the relevant industry educational conferences nationally including Five Star and MBA events.

Susan also supports various non-profit organizations, including focused on animal welfare, Orange County Mission and the Irvine Assistance League.

Title Issues You Need To Know

- ▶ Elizabeth M. Knight, PLM Family of Companies (moderator)
- ▶ Mark Blackman, Esq., BDF Law Group
- ▶ Andrew Fragassi, FinTitle
- ▶ Drew Louis, Del Toro Loan Servicing
- ▶ Susan Pettem, Novare Settlement Services
- ▶ Steve Scott, Lawyers Title Insurance Company

CANNABIS

The Latest Information on Cannabis and Its Impact on the Mortgage Industry

Two Key Bills

FARM BILL

The Agriculture Improvement Act of 2018

- ▶ Federal bill creating a hemp program under the United States Department of Agriculture (USDA). Bill is specifically covering medicinal use (CBD) derived from the hemp plant cultivation.
- ▶ B. Hemp is defined as any cannabis plant, or derivative thereof, that contains not more than 0.3% delta-9 tetrahydrocannabinol (THC) on a dry-weight basis.
 1. Licensing program for all states other than those where prohibited
 - ▶ Federal licensing program under USDA expected to be rolled out at the end of Q4 2019

FARM BILL

The Agriculture Improvement Act of 2018

2. Additional states also creating a licensing program, however if not prohibited in that state. If not prohibited but no licensing program available at the state level, the USDA licensing will take precedent. State desiring to have primary regulatory authority must submit a plan of its practices and procedures for monitoring and regulating hemp production to the USDA. The state must receive USDA approval prior to its licensing program becoming effective.

FARM BILL

The Agriculture Improvement Act of 2018

3. Licensing of cultivation of hemp also to be available early Q1 2020 in California

- ▶ Once CA approves the regulatory licensing program the national title insurers like Fidelity National Financial will begin underwriting in California, based on meeting
- ▶ The California Department of Food and Agriculture will regulate
 - ▶ Hemp will need to contain less than .3% THC (dry not wet), per the proposed guidelines.

SAFE BANKING ACT (Secure and Fair Enforcement Act)

A. Legislation passed bill in the house to help banks meet community needs, reduce cash-motivated crimes and make tax collection more efficient – passed late September 2019. Bill passed in the house, 323-103. Passage in the Senate is still uncertain.

SAFE BANKING ACT (Secure and Fair Enforcement Act)

- B. Created to protect financial institutions that service marijuana businesses in states where the substance is legal
 - ▶ Federally insured depository institutions have been prohibited from offering financial services to such businesses due to cannabis being illegal under federal law, forcing the companies to deal primarily in cash
 - ▶ Recreational cannabis use is legal in 11 states and Washington DC, medicinal use is legal in another 22 states.

SAFE BANKING ACT (Secure and Fair Enforcement Act)

- C. Bill backed by the American Bankers Associations and others industry organizations.

Cannabis and Title Insurance in California

- A. Once California submits to the USDA their plan covering proposed practices and procedures for monitoring and regulating hemp production and is approved, the national title insurance companies like Fidelity National Financial will begin underwriting in California, based on the proposed property meeting regulatory requirements.
1. Insuring title to land containing hemp facilities that exist legally under state and federal law and have received the required permits or licenses from both state and local authorities.
 2. Properties will be insurable on a case by case basis.
 3. Anticipated roll-out date in California is early Q1 2020.

IMPACT ON FORECLOSURE IN CALIFORNIA

The slide features a light blue background with abstract geometric shapes. On the left, a light blue triangle points downwards. On the right, a complex arrangement of overlapping triangles in various shades of blue (light, medium, and dark) creates a dynamic, modern look.

The Impact of Cannabis on REO

Per underwriting guidelines

The slide features a light blue background with abstract geometric shapes. On the left, a light blue triangle points downwards. On the right, a complex arrangement of overlapping triangles in various shades of blue (light, medium, and dark) creates a dynamic, modern look.

PACE and HERO Assessments

What the Trustee Should Know

THE HISTORY OF PACE AND HERO

Property Assessed Clean Energy (PACE) Home Energy Renovation Opportunity (HERO)



- A program for financing energy efficiency and renewable energy improvements
- Provides flexible financing and is an alternative to traditional loans (through local governments), with no loan process, and no large up-front cash payment with terms that range between 10 and 25 years for repayment.
- The debt is tied to the property as opposed to the property owner(s) by being paid with property taxes. The obligation can be transferred to a new owner.

Programs typically require:

- owners be current in property taxes
- no delinquencies for at least the past 3 years
- not be in bankruptcy
- have a mortgage in good standing.

Established initially in CA and MO

Program active in 20 states

REALITY OF A PACE/HERO ASSESSMENT

The PACE loan takes first position over any other debt on your property – deemed as taxes, therefore priority over all liens

- Affects the ability refinance
- Restricts selling of the property

Failure to repay the tax assessment will result in foreclosure

- Any mortgages or liens tied to the property are wiped out

- High interest rates
- Possible Prepayment penalties
- Annual tax bills jump from \$ to \$\$\$
- Homeowners lose home when defaulting on taxes



Despite claims that the loan will follow the property and not the borrower, most (if not all) institutional lenders will require the lien to be paid in full as a condition of extending a loan in both refinance and sale transactions.

HOW THE PACE/HERO CAN BE SEEN

Review tax section for information on PACE

[illegible][illegible]

HOW DOES IT APPEAR ON THE TSG?

PACE/HERO loan information is detailed on the TSG

This loan cannot be:

- wiped out
- Subordinated
- or cured by foreclosure

Notify your client of the
PACE/HERO loan and tax status!

If taxes are impounded – lender should know that the property has a PACE/HERO loan

[illegible]

Which among other things provides for an assessment in the original amount of \$25,000.00 payable in the real property taxes beginning in the fiscal year 2019 in the amount of \$1,900.00 (of which is already or will be included in the tax installments)

Said assessments, including interest and penalties, and any prepayment penalties are a lien upon the real property until they are paid. Installments may be collected with the real property taxes.



Transferring a Mobile Home After Foreclosure

Department of Business and Industry
Nevada Housing Division
Manufactured Housing

NVHMD
ADA

Manufactured Home Title Information

Title Number: 00181212 Issued: 01/25/1998 Status: Issued
Serial Number: 1601182118
Manufacturer:
Trade Name/Model: T801
Year: 1980 Type: Single Wide Size: 62ft. x 14ft. Used

County: _____
OR
Previous Location: _____
Description: _____
Document Related To: _____

Cost of Equipment: \$000.00 Cost of Accessories/Options: _____ Sales Tax: _____
Lien Date: _____ Lien Payment: _____ Notes of Construction: _____ Notes of Lien Sale: _____ Date of Lien Sale: _____

[Show Title History](#)

THE INFORMATION ABOVE IS CURRENT AS OF 7/31/2018 11:13:17 AM
Title record last updated on 8/30/2018 12:29 PM

[Back to Results](#)

Personal Property - Certificate of Title

<https://nvhmdprod.gisuite.us/QLSuiteWeb/Clients/NVMHD/Private/TitleSearch/TitleSearchDetail...> 7/31/2018

ASSESSOR'S PARCEL #
COUNTY OF Clark

Inst #: 20150821-AUJ5214
Fees: \$40.00
09/27/2019 02:34:09 PM
Receipt #: 3852940
Requestor:
Recorded By: KMO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
5th FLOOR COUNTER
OFF: MAIN OFFICE

**AFFIDAVIT
CONVERSION OF MANUFACTURED/MOBILE HOME
TO REAL PROPERTY
NRS 361.244**

**PART I - TO BE COMPLETED BY APPLICANT
MANUFACTURED/MOBILE HOME INFORMATION**

1. Owner/Buyer name
2. Owner of land (if leased) RA
3. Physical location of manufactured/mobile home
4. Manufactured/mobile home description: Manufacturer Barton Model TRK
Model Year 1980 Serial # Length 53' Width 14'
5. New Lienholder:
Name None
Address

PART II - LAND OWNER SIGNATURE (If real property is leased in accordance with NRS 361.244.13)

As the owner of the real property listed at ,
 consents to the conversion of the above described manufactured home
from personal property to real property.

SIGNATURE-OWNER/BUYER DATE SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE PRINT NAME DATE

On , 20 , before me the undersigned, a Notary Public, in and for the State of
Nevada, County of personally appeared
 who acknowledged that he executed the affidavit.
Notary Public

MH Conv-Rev 06/03

Page 1 of 2

County - Conversion Form

ASSESSOR'S PARCEL # 161-16-210-089

PART III - OWNER/BUYER SIGNATURE(S)

The undersigned, as owner(s)/buyer(s) of the above described manufactured/mobile home and real property
(unless listed as indicated in Part II) and framed in accordance with NRS 361.244.13), affirm that the home has
been installed in accordance with all state and local building codes and agree(s) to the conversion of the above
described home to real property, understanding that any liens or encumbrances on the unit may become a lien on the
land.

PERSONAL PROPERTY TAXES MUST BE PAID IN FULL FOR THE CURRENT FISCAL YEAR.

ALL DOCUMENTS RELATING TO THE MANUFACTURED/MOBILE HOME AS PERSONAL
PROPERTY MUST BE SURRENDERED TO THE MANUFACTURED HOUSING DIVISION. THIS
CONVERSION IS NOT VALID UNTIL ISSUANCE OF A "REAL PROPERTY NOTICE". THE
MANUFACTURED/MOBILE HOME WILL THEN BE PLACED ON THE SUCCEEDING TAX ROLL AS
REAL PROPERTY.

SIGNATURE-OWNER/BUYER DATE 9/27/19 SIGNATURE-OWNER/BUYER DATE
PRINT NAME DATE PRINT NAME DATE

SIGNATURE-OWNER/BUYER DATE SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE PRINT NAME DATE

SIGNATURE-OWNER/BUYER DATE SIGNATURE-OWNER/BUYER DATE

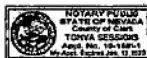
PRINT NAME DATE PRINT NAME DATE

On September 27, 2019, before me the undersigned, a Notary Public, in and for the State of
Nevada, County of Clark personally appeared
 who acknowledged that he executed the affidavit. Debra J. Johnson Notary Public

When recorded, mail to:

Name:

Address/ City/ State/ Zip:



16-1581-1

DISTRIBUTION:
ORIGINAL TO MANUFACTURED HOUSING DIV.
COPY TO LIENHOLDER OR OWNER/BUYER

MH Conv-Rev 06/03

Page 2 of 2



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION
1830 E. College Pkwy Suite 120, Carson City, NV, 89706
Phone 775-684-2940; Fax 775-684-2949
mhd.nv.gov

State of Nevada)
County of Clark)
**AFFIDAVIT, APPLICATION
FOR CERTIFICATE OF OWNERSHIP**

The undersigned, _____
Mailing Address: _____
City: _____ State: _____ Zip: _____

upon oath states as part of this application to the Manufactured Housing Division, Department of Business and Industry, for the issuance of a Certificate of Ownership for the structure herein described as follows:

MAKE: Raven MODEL: TRK
YEAR: 1999 SIZE: 28' x 14'
SERIAL: 4122

That the said structure was obtained on or about the 27th of September, 2019
from: _____ (Date) (Month) (Year)
(Name of Seller or Transferor)

Address: _____ City: _____ State: _____ Zip: _____
And that said structure has been in (my, our) possession since that time. At the time (I, we) acquired this structure, the Certificate of Ownership for this structure was not obtained or is not negotiable for the following reason(s):

Made (affidavit) for effect of witnesses

That a Certificate of Ownership has been issued in the State of Nevada

That said structure is located at: _____
(Physical location of home)
Las Vegas, NV 89122
(City) (State) (Zip)

(I, We) further state that to (my, our) knowledge, the structure is free and clear of any liens, encumbrances, lawful claims and demands of any person whatsoever, and that the structure is not involved in any existing or pending litigation, except a lien in favor of

NA (NAME OF LIENHOLDER - IF NONE, STATE "NONE")
Lienholder Address: _____
City: _____ State: _____ Zip: _____
Lien is in the sum of \$ _____

PLEASE COMPLETE page 2

MHD Conversion Document

STATE OF NEVADA DEPARTMENT OF BUSINESS & INDUSTRY
MANUFACTURED HOUSING DIVISION
AFFIDAVIT, APPLICATION FOR CERTIFICATE OF OWNERSHIP
Page 2 of 2

That (I, we) have good right and lawful authority to request the Division to issue a Certificate of Ownership on said structure to:

NEW REGISTERED OWNER **NEW LIENHOLDER**
(Please include mailing list, "no", "no", "no")

None

Mailing Address: _____

Mailing Address: _____

The statements and declarations herein contained are for the specific purpose of inducing said Division to issue a Certificate of Ownership; that (I, we) shall and will assume, fully pay, satisfy and discharge any and all liens, claims or encumbrances disclosed herein or any others that may be shown or proved to be upon or against said structure and indemnify and save harmless said Division and the State of Nevada on account of the issuance of said Certificate of Ownership on said structure as aforesaid.

(I, We) hereby certify under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, this instrument has been executed this 27th day of
September, 2019 (Month) (Year) Signature: _____

Signature: _____

STATE OF Nevada COUNTY OF Clark


This instrument was acknowledged before me, _____ the undersigned
(Notary Public Seal)
Notary Public, on this 29th day of September, 2019

by _____ and _____
(Name of Signer) (Name of Signer)

Notary Public Signature _____
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
RONA E. GORDON
Agent, Exp. 10-15-2021
Not. No. 12-0001

WARNING: Endorsement required by county assessor where mortgage is situated that all taxes have been paid before title can be transferred.

Cal Johnson 09/27/19 For Tax Year 2019/2020
Signature of County Assessor # 032549 (Marked 06/20/19)

 <p>NEVADA HOUSING DIVISION</p>	Department of Business and Industry Nevada Housing Division Manufactured Housing	NV <small>APPROVED FOR CONSTRUCTION</small> ADA <small>APPROVED FOR OCCUPANCY</small>
---	--	---

Manufactured Home Title Information

Title Number:	[REDACTED]	Issued:	10/27/2019	Status:	Submitted to Real Property
Serial Number:	[REDACTED]				
Manufacturer:	[REDACTED]				
Trade Name/Model:	TEK				
Year:	1994	Type:	Single Wide	Size:	32ft. x 14ft.

Owner:	[REDACTED]
Crossed Lease Sale:	[REDACTED]
Lienholder:	[REDACTED]
Document Method Tag:	[REDACTED]


Cost of Package:	Cost of Accessories/Transfer:	Taxes Due:		
Lot Size:	Lot Frontage:	Method of Acquisition:	Method of Lien Status:	Date and Fee Applied:

Show Title History

THE INFORMATION ABOVE IS CURRENT AS OF 10/27/2019 9:23 PM

This record last updated on 10/27/2019 9:23 PM

Back to Results

	STATE OF NEVADA DEPARTMENT OF BUSINESS & INDUSTRY HOUSING DIVISION, MANUFACTURED HOUSING 1830 College Parkway Ste. 120 Carson City, Nevada 89706 (775) 684-2940/Fax: (775) 684-2949 www.mhid.state.nv.gov	MICHAEL BROWN Director
STEVE SISOLAK Governor		STEVE ALCHUTH Acting Governor

REAL PROPERTY NOTICE

Date: 09/27/2019
Subject: MANUFACTURED/MOBILE HOME CONVERSION
Year: 1980
Make: _____
Serial #: _____
Owner: _____
Lienholder: NONE

The above manufactured/mobile home has been converted to real property on the division's records. This will serve as written verification from the Manufactured Housing Division to the assessor of Clark County that the conversion has been completed and that:

☒ This unit was not subject to a security interest.

☐ The previous holder of a security interest in this unit has released their interest.

☐ This Division has no knowledge that the new holder of a security interest, as shown on the Affidavit, Conversion of Manufactured/Mobile Home to Real Property has consented to the conversion as the Affidavit form does not provide for that consent.

☐ The holder of a security interest as shown on the Real Property Notice is the same holder of a security interest previously shown on the Certificate of Ownership.

CLARK COUNTY ASSESSOR
500 S GRAND CENTRAL PKWY 2ND FLOOR
LAS VEGAS, NV 89155

West's Nevada Revised Statutes Annotated

Title 32. Revenue and Taxation (Chapters 360-377c)

Chapter 361. Property Tax (Refs & Annos)

Assessment

General Provisions

N.R.S. 361.244

361.244. Classification of mobile or manufactured homes and factory-built housing as real property

Effective: July 1, 2017

Currentness

1. A mobile or manufactured home is eligible to become real property if it becomes permanently affixed to land which is:

(a) Owned by the owner of the mobile or manufactured home; or

(b) Leased by the owner of the mobile or manufactured home if the home is being financed in accordance with the guidelines of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the United States Department of Agriculture, or any other entity that requires as part of its financing program restrictions on ownership and actions affecting title and possession similar to those required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and the United States Department of Agriculture.

2. A mobile or manufactured home becomes real property when the assessor of the county in which the mobile or manufactured home is located has placed it on the tax roll as real property. Except as otherwise provided in subsection 5, the assessor shall not place a mobile or manufactured home on the tax roll until:

(a) The assessor has received verification from the Housing Division of the Department of Business and Industry that the mobile or manufactured home has been converted to real property;

(b) The unsecured personal property tax has been paid in full for the current fiscal year;

(c) An affidavit of conversion of the mobile or manufactured home from personal to real property has been recorded in the county recorder's office of the county in which the mobile or manufactured home is located; and

(d) The dealer or owner has delivered to the Division a copy of the recorded affidavit of conversion and all documents relating to the mobile or manufactured home in its former condition as personal property.

3. A mobile or manufactured home which is converted to real property pursuant to this section shall be deemed to be a fixture and an improvement to the real property to which it is affixed.

4. Factory-built housing, as defined in NRS 461.080, constitutes real property if it becomes, on or after July 1, 1979, permanently affixed to land which is:

(a) Owned by the owner of the factory-built housing; or

(b) Leased by the owner of the factory-built housing if the factory-built housing is being financed in accordance with the guidelines of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the United States Department of Agriculture, or any other entity that requires as part of its financing program restrictions on ownership and actions affecting title and possession similar to those required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and the United States Department of Agriculture.

5. The assessor of the county in which a manufactured home is located shall, without regard to the conditions set forth in subsection 2, place the manufactured home on the tax roll as real property if, on or after July 1, 2001, the manufactured home is permanently affixed to a residential lot pursuant to an ordinance required by NRS 278.02095.

6. The provisions of subsection 5 do not apply to a manufactured home located in:

(a) An area designated by local ordinance for the placement of a manufactured home without conversion to real property;

(b) A mobile home park; or

(c) Any other area to which the provisions of NRS 278.02095 do not apply.

7. For the purposes of this section, "land which is owned" includes land for which the owner has a possessory interest resulting from a life estate, lease or contract for sale.

Credits

Added by Laws 1979, p. 823. Amended by Laws 1981, p. 1857; Laws 1983, p. 191; Laws 1987, p. 815; Laws 1989, p. 170; Laws 1993, pp. 1184, 1575; Laws 1995, p. 579; Laws 1997, c. 446, § 13, eff. July 1, 1997; Laws 1999, c. 626, § 6, eff. Jan. 1,

2000; Laws 2001, c. 252, § 1, eff. July 1, 2001; Laws 2001, c. 331, § 17, eff. July 1, 2001; Laws 2003, c. 2, § 22, eff. March 5, 2003; Laws 2003, c. 102, § 2, eff. July 1, 2003; Laws 2017, c. 532, § 29, eff. July 1, 2017.

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

CROSS REFERENCES

Delinquent charges for sewerage, storm drainage or water service in county whose population is less than 400,000, see NRS 244.36605.

Mobile homes,

- Certificate of ownership, issuance, see NRS 489.541.
- Classification as real property, adoption of ordinances and regulations, preemption of more stringent ordinances and regulations, exception, see NRS 489.288.

Real estate brokers and salesmen, disclosures in manufactured home transactions, see NRS 645.258.

NOTES OF DECISIONS

Security interests

Under Nevada law, Chapter 13 debtor's mobile home was in the nature of personal property rather than real property for purposes of ascertaining rights of creditor as to that mobile home even though mobile home had had its wheels removed and was connected to a number of local utilities, in that fundamental thrust of Nevada statutes precluded a finding that creditor's interest in the mobile home was an interest in real property since mobile home and land to which it was affixed were legally severable, and since creditor had always deemed the mobile home to be personal property, in the nature of a motor vehicle, and thus debtor was not prevented from modifying rights of creditor by way of his Chapter 13 plan of arrangement. Bankr.Code, 11 U.S.C.A. §§ 1301 et seq., 1322(b)(2); Nev.Const. Art. 4, § 30; N.R.S. 361.035, subd. 1(b), 361.244, subd. 1, 645.030, subd. 1(a). Matter of Colver, 1981, 13 B.R. 521. Bankruptcy ~~6~~ 3708(9)

N. R. S. 361.244, NV ST 361.244

Current through the end of the 80th Regular Session (2019)

End of Document

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DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA HOUSING DIVISION – MANUFACTURED HOUSING
1830 E. College Pkwy. #120, Carson City, Nevada 89706; Phone: 775-684-2940
3300 W. Sahara Ave. #320, Las Vegas, Nevada 89102; Phone: 702-486-4135
Website: mhd.nv.gov / Email: titles@housing.nv.gov

CONVERSION TO REAL PROPERTY (TL-110)

STEPS

- 1) Contact the Assessor in the County where the structure is located to obtain the Affidavit of Conversion to Real Property form and instructions on their requirements
- 2) Submit the required fees and documents to the Nevada Housing Division

REQUIREMENTS FOR CONVERSIONS TO REAL PROPERTY WITH THE NEVADA HOUSING DIVISION

- 1) \$40.00 fee for conversion. (Additional fees may apply for title transfer/s)
 - Make checks or money orders payable to Nevada Housing Division.
- 2) Required documents
 - Recorded Affidavit of Conversion document (This document **MUST** be recorded by the County.)
 - Copy of the County's recorded Deed or Deed of Trust for the land.
 - Original title (All documents **MUST** be fully completed. Ex: signatures, notarizations and County Assessor's endorsement.)
 - **NEW STRUCTURE:**
 - Original Manufacturer's Certificate of Origin (MCO)
 - Dealers Report of Sale (DRS)
 - Manufacture Home Use Tax Clearance Certificate (Contact the State of Nevada Department of Taxation)
 - **USED STRUCTURE:**
 - Original title
 - If the original title is not available, the owner **MUST** complete Form TL-100 Duplicate and Transfer Application to apply for a duplicate of the title. (Link to the form)

TRANSFER OF OWNERSHIP ON A CONVERSION TO REAL PROPERTY

- If the conversion to real property involves a transfer of ownership, you **MUST** follow requirements for ownership transfers. Additional \$40 fees will apply per transfer transaction. (Titling information link will be added when available from the new website.)

ALL DOCUMENTS MUST REFLECT THE SAME INFORMATION.

In other words, the following must be the same on all documents to process the conversion of said structure:

- ✓ The serial number
- ✓ Size
- ✓ Year
- ✓ Make
- ✓ Model
- ✓ Names of owners(s) For example; if the owner on the title is listed as Henry John Smith, but on the Deed of trust is listed as John Smith, the documents will be automatically rejected.
- ✓ Lienholder(s), if any
- ✓ The location address must include the City, State and Zip Code

ASSESSOR'S PARCEL # _____

COUNTY OF _____

AFFIDAVIT
CONVERSION OF MANUFACTURED/MOBILE HOME
TO REAL PROPERTY
NRS 361.244

PART I - TO BE COMPLETED BY APPLICANT
MANUFACTURED/MOBILE HOME INFORMATION

1. Owner/Buyer name _____
2. Owner of land (if leased) _____
3. Physical location of manufactured/mobile home _____
4. Manufactured/mobile home description: Manufacturer _____ Model _____
Model Year _____ Serial # _____ Length _____ Width _____
5. New lienholder:
Name _____
Address _____

PART II - LAND OWNER SIGNATURE (If real property is leased in accordance with NRS 361.244.1.B)

As the owner of the real property listed at _____, I,
_____ consent to the conversion of the above described manufactured home
from personal property to real property.

SIGNATURE-OWNER/BUYER DATE

SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE

PRINT NAME DATE

On _____, 20____, before me the undersigned, a Notary Public, in and for the State of
Nevada, County of _____ personally appeared _____,
_____ who acknowledged that he executed the affidavit.
_____ Notary Public

ASSESSOR'S PARCEL # _____

PART III - OWNER/BUYER SIGNATURE(S)

The undersigned, as owner(s)/buyer(s) of the above described manufactured/mobile home and real property (unless leased as indicated in Part II and financed in accordance with NRS 361.244.1.B), affirm that the home has been installed in accordance with all state and local building codes and agree(s) to the conversion of the above described home to real property, understanding that any liens or encumbrances on the unit may become a lien on the land.

PERSONAL PROPERTY TAXES MUST BE PAID IN FULL FOR THE CURRENT FISCAL YEAR.

ALL DOCUMENTS RELATING TO THE MANUFACTURED/MOBILE HOME AS PERSONAL PROPERTY MUST BE SURRENDERED TO THE MANUFACTURED HOUSING DIVISION. THIS CONVERSION IS NOT VALID UNTIL ISSUANCE OF A "REAL PROPERTY NOTICE". THE MANUFACTURED/MOBILE HOME WILL THEN BE PLACED ON THE SUCCEEDING TAX ROLL AS REAL PROPERTY.

SIGNATURE-OWNER/BUYER DATE

SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE

PRINT NAME DATE

SIGNATURE-OWNER/BUYER DATE

SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE

PRINT NAME DATE

On _____, 20____, before me the undersigned, a Notary Public, in and for the State of Nevada, County of _____ personally appeared _____, _____, _____, _____ who acknowledged that __he__ executed the affidavit. _____ Notary Public

When recorded mail to:

Name:

Address/ City/ State/ Zip:

DISTRIBUTION:

ORIGINAL TO MANUFACTURED HOUSING DIV.

COPY TO LIENHOLDER OR OWNER/BUYER

WHEN RECORDED MAIL TO: _____

Assessor Parcel Number: _____

AFFIDAVIT COUNTY OF ELKO

CONVERSION OF MANUFACTURED HOME FROM PERSONAL PROPERTY TO REAL PROPERTY

Pursuant to Nevada Revised Statutes 361.244

LAND MUST BE OWNED BY THE OWNER OF THE MANUFACTURED / MOBILE HOME

PART 1: To be Completed by Applicant

1. OWNER / BUYER NAME: _____

2. PHYSICAL LOCATION OF MANUFACTURED / MOBILE HOME:

3. MANUFACTURED / MOBILE HOME DESCRIPTION:

MANUFACTURER: _____ MODEL MAKE: _____

MODEL YEAR: _____ SERIAL #: _____

LENGTH _____ X WIDTH _____

4. NEW LIEN HOLDER: _____

LIEN HOLDER MAILING ADDRESS: _____

Part 2: Owner / Buyer Signatures

The undersigned, as owner(s) buyer (s) of the above described manufactured/mobile home and real property, attests that the running gear has been removed per NRS 361.244. The home has been installed in accordance with all State and Local Building Codes and agree (s) to the conversion of the above described home to real property, understanding that any liens or encumbrances on the unit may become a lien on the land.

PERSONAL PROPERTY TAXES MUST BE PAID IN FULL FOR THE CURRENT YEAR.

All Documents relating to the Manufactured / Mobile Home as Personal Property must be surrendered to the Manufactured Housing Division. The Conversion is not valid until issuance of a **"Real Property**

Notice". The Manufactured / Mobile Home will then be placed on the next succeeding Tax Roll as Real Property.

_____ SIGNATURE OWNER / BUYER	_____ DATE	_____ SIGNATURE OWNER / BUYER	_____ DATE
_____ PRINT NAME	_____ DATE	_____ PRINT NAME	_____ DATE

Subscribed and sworn to before me on
this _____ day of _____, 2014,
by _____ and _____,
in the County of _____, State of Nevada.

Notary Public

Place Notary seal above this line.

CONVERSIONS

GENERAL INFORMATION FOR AFFIDAVIT OF CONVERSION OF MANUFACTURED HOME TO REAL PROPERTY. THIS AFFIDAVIT SHOULD BE TYPED OR PRINTED CLEARLY. **DO NOT** MAKE ANY CORRECTIONS WITH WHITE OUT.

PART ONE – TO BE COMPLETED BY THE OWNER/BUYER. IF THE TRANSACTION INVOLVES A SELLER/BUYER TRANSACTION, ALL INFORMATION **MUST** PERTAIN TO THE BUYER.

PART TWO – **PLEASE READ THE STATEMENT CAREFULLY BEFORE SIGNING.** IF YOU DO NOT KNOW IF ALL REQUIREMENTS HAVE BEEN MET, CONTACT YOUR BUILDING DEPARTMENT. (ELKO COUNTY (775) 738-6816). SIGNATURES **MUST** BE NOTARIZED.

NOTE: LAND AND MANUFACTURED HOME MUST HAVE THE SAME OWNER AND PERSONAL PROPERTY TAXES ON UNIT MUST BE PAID **IN FULL** CURRENT FISCAL YEAR. MANUFACTURED HOME WILL BE PLACED ON THE NEXT REAL PROPERTY TAX ROLL ONLY UPON ISSUANCE OF A **“REAL PROPERTY NOTICE”** BY THE DEPARTMENT OF MANUFACTURED HOUSING.

PROCEDURES

HAVE FORM RECORDED IN THE ELKO COUNTY RECORDERS OFFICE. THEY HAVE A FEE, **PLEASE CALL THEM AT (775) 738-6526.**

MAIL RECORDED DOCUMENT AND MOBILE HOME TITLE TO MANUFACTURED HOUSING DIVISION IN CARSON CITY, NEVADA, THEY HAVE A FEE. **PLEASE CALL THEM AT (775) 687-2060. THEIR WEB SITE IS mhd1.state.nv.us.**

DEPARTMENT OF MANUFACTURED HOUSING
1535 OLD HOT SPRINGS RD, SUITE 60
CARSON CITY, NV 89706

MANUFACTURED HOUSING WILL MAIL TO YOU A **“REAL PROPERTY NOTICE”** WHEN IT IS COMPLETE.

DUPLICATE AND TRANSFER TITLE AFFIDAVIT INSTRUCTIONS (TL-100)

Read instructions carefully to complete this form

ATTENTION: THIS FORM IS TO BE USED TO OBTAIN A DUPLICATE TITLE, TO TRANSFER OWNERSHIP OF THE STRUCTURE, OR MAKE ANY CHANGES TO THE CURRENT RECORD. TITLE TRANSACTIONS DONE THROUGH FORMS WILL REQUIRE ADDITIONAL DOCUMENTATION WHICH WILL VARY FROM CASE TO CASE. EXAMPLES OF ADDITIONAL DOCUMENTATION ARE THE AFFIDAVIT OF ENTITLEMENT, PROBATE DOCUMENT, ETC.

There is a \$40 fee for EACH change of ownership or duplicate. Make checks or money orders payable to Nevada Housing Division.

- The Division prefers to have both an email address and a phone number to contact you in case there are corrections needed after your paperwork is submitted to the Division. If you do not have both an email address and a phone number, one or the other **MUST** be provided.

- Provide the reason why an original title was not available to sign at the time of purchase/transfer. Was it lost, stolen, destroyed or other? If other, please state the reason.

- Indicate what type of transaction you will be working on. (You are required to complete only the appropriate sections based on the transaction type.)

✓ **If you want to obtain a duplicate of your title, complete the following sections:**

- Section 1. Description of the structure
- Section 2. Owner and lienholder information
- Section 3. Trust appointment & powers (ONLY if applicable)
- Section 7. Signatures and notarization

- **If there is an existing lienholder shown on title, the lienholder must sign the form.**

✓ **If you are selling the structure, complete the following sections:**

- Section 1. Description of the structure
- Section 2. Owner and lienholder information
- Section 3. Trust appointment & powers (ONLY if applicable)
- Section 4. Statement of Facts
- Section 5. New Owners
- Section 6. New Lienholder (ONLY if applicable)
- Section 7. Signatures and Notarization
- Section 8. County Endorsement

✓ **If you are making any changes to the current record, complete the following sections:**

- Section 1. Information of the structure
- Section 2. Owner and lienholder information
- Section 3. Trust appointment & powers (ONLY if applicable)
- Section 5. New Owners
- Section 6. New Lienholder (ONLY if applicable)
- Section 7. Signatures and Notarization
- Section 8. County Endorsement

✓ **If you have a paper Certificate of Ownership (Title) and you ONLY want a Bill of Sale:**

Complete the separate Bill of Sale TL-112 Form

SECTION 1. DESCRIPTION OF THE STRUCTURE

The information required for part one (YEAR, MAKE, MODEL, SERIAL #, and SIZE) can be found on our website:

<http://mhd.nv.gov/Content/Titling/TitleSearch/>

Title records can be found by structure serial number, owner name or address. **(The easiest way to find a title record will be by serial number.)**

SECTION 2. OWNER/SELLER AND LIENHOLDER INFORMATION (Changes not involving a sale or transfer should be completed by the current registered owner.)

- Provide the registered owner name (see title search) and address.
- Provide current lienholder name and address if any. (see title search)
 - If there is an existing lienholder shown on title, the lienholder must sign the form. If the home is being transferred, a Lien Satisfied form (TL-102) must be completed.

SECTION 3. TRUST APPOINTMENT & POWERS

This section is to be completed ONLY if the structure is in the name of a trust.

- ✓ If you are the Trustee(s), you will only fill out information from the left column.
- ✓ If you are the Successor Trustee(s), you will only fill out the information from the right column.

SECTION 4. STATEMENT OF FACTS (BILL OF SALE)

- State the dollar amount of the sale
- State the date of sale

SECTION 5. NEW OWNER(S) (Please print clearly and legibly all names to be shown on the title.)

- Print clearly and legibly all names to be shown on the new title, and select the appropriate vesting.

- ✓ **Difference between different vesting options.**

"JTWROS" JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

- All joint owners have equal portions of ownership that are allocated to remaining owners, if one owner dies.
- ALL living parties are required to sign, and signatures must be notarized.
- If one of the listed owners is deceased, a certified Death Certificate will be required.

"OR"

- Only one-party will be required to sign, and signature must be notarized.
- If one of the listed owners is deceased, the remaining owners have the authority to act as a sole representative without having to submit additional documentation to the Division.

"AND"

- ALL listed owners are required to sign and signatures must be notarized
- If one of the listed owners is deceased, a certified Death Certificate will be required along with probate documentation or an Affidavit of Entitlement (Only if the affiant meets requirements to claim ownership through this process.) Please refer to the Affidavit of Entitlement form and instructions for additional information.

MAILING ADDRESS:

Provide a mailing address where you wish to receive your new title.

SECTION 6. NEW LIENHOLDER

This needs to be completed only if there is going to be a new lienholder on title. Provide the Lienholder Name, Address, Email and Phone Number. When a new title is issued with a lienholder on it, the title will always be mailed to the lienholder.

SECTION 7. SIGNATURES & NOTARIZATION (Do not sign until in front of a Notary)

ALL signatures MUST be signed and witness by a notary. This section is for the notary to complete, sign and stamp. For additional signature lines, please have the notary attach an acknowledgement form.

SECTION 8. COUNTY ENDORSEMENT

Obtain the signature of the County Assessor, in which the structure is located, indicating taxes are paid current for the current tax year. The fiscal calendar year starts on July 1st and ends June 30th of each year. Starting July 1st of each year, we will not accept any documents signed by the County Assessor prior to that date.

DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA HOUSING DIVISION – MANUFACTURED HOUSING
1830 E. College Pkwy, #120, Carson City, Nevada 89706; Phone: 775-684-2940
3300 W. Sahara Ave. #320, Las Vegas, Nevada 89102; Phone: 702-486-4135
Website: mhd.nv.gov / Email: titles@housing.nv.gov

DUPLICATE AND TRANSFER TITLE AFFIDAVIT (TL-100)

Applicant Email Address (required): _____ / _____

Applicant Phone Number (required): _____ / _____

If you do not have possession of the Certificate of Ownership, please indicate the reason:

____ Lost, ____ Stolen, ____ Destroyed ____ Other _____

Type of Transaction: _____ Duplicate _____ Transfer _____ Change to the Current Record

SECTION 1. DESCRIPTION OF THE STRUCTURE

Year: _____ Manufacturer: _____ Model: _____

Serial # _____ Size: _____

Physical Location: _____

SECTION 2. OWNER/SELLER AND LIENHOLDER INFORMATION ("Seller" if home is being Sold/Transferred)

Current Owner(s)/Seller(s): _____

Mailing Address: _____

City _____ State _____ Zip _____

Current Lienholder (If Any): _____

(If Home is being transferred, complete Lien Satisfied form TL-102 to release lien)

Mailing Address: _____

City _____ State _____ Zip _____

SECTION 3. TRUST APPOINTMENT & POWERS

TRUSTEE

I/We, _____

Declare that I/we have been appointed as the trustee(s)

of _____

And have the powers granted as trustee(s) to sign for the transfer of the above described structure. I/We the trustee(s) jointly and severally indemnify the Nevada Housing Division, and hold the Nevada Housing Division and the State of Nevada harmless from any liability on the account of the issuance of a title on said structure as aforesaid.

SUCCESSOR TRUSTEE

I/We, _____

Declare that I/we have been appointed as the successor

trustee(s) of _____

And have the powers granted as successor trustee(s) to sign for the transfer of the above described structure. I/We the trustee(s) jointly and severally indemnify The Nevada Housing Division, and hold the Nevada Housing Division and the State of Nevada harmless from any liability on the account of the issuance of a title on said structure as aforesaid.

SECTION 4. STATEMENT OF FACTS (BILL OF SALE)

(I, We) as Seller further state that to (my, our) knowledge, the structure is free and clear of any liens, encumbrances, lawful claims and demands of any person whatsoever, and that the structure is not involved in any existing or pending litigation. That in consideration of \$_____ and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned (Seller) does hereby sell, transfer and deliver on the _____ day of _____, 20____ his/her right, title and interest in the above described structure to the following Purchaser.

TL-100 (Rev 05/2019)

Page 1 of 2

SECTION 5. NEW OWNER(S)/PURCHASER(S) (Please Type or print clearly and legibly all names to be shown on the title)

That (I, we) have good right and lawful authority to request the Division to issue a title on said structure to:

New Owner(s)/Purchaser(s)_____

Select the appropriate vesting:

_____ JTWROS, _____ OR, _____ AND

Mailing Address: _____

City _____ State _____ Zip _____

SECTION 6. NEW LIENHOLDER

New Lienholder: _____

Mailing Address: _____

City _____ State _____ Zip _____

The statements and declarations herein contained are for the specific purpose of inducing said Division to issue a Certificate of Ownership; that (I, we) shall and will assume, fully pay, satisfy and discharge any and all liens, claims or encumbrances disclosed herein or any others that may be shown or proved to be upon or against said structure and indemnify and hold harmless said Division and the State of Nevada on account of the issuance of said Certificate of Ownership on said structure as aforesaid.

SECTION 7. SIGNATURES AND NOTARIZATION (Do not sign until in front of a Notary)

Signature of Owner(s)/Seller(s)

Signature of Purchaser (s)

Signature of Owner(s)/ Seller(s)

Signature of Purchaser (s)

Signature of Lienholder (s)

Signature of Purchaser (s)

(For Notary use only)

State of _____ County _____
Subscribed and sworn to before me,

State of _____ County _____
Subscribed and sworn to before me,

(Name of Notary Public)

(Name of Notary Public)

on this _____ day of _____, 20 _____

on this _____ day of _____, 20 _____

by _____

by _____

(Printed name of party appearing before Notary)

(Printed name of party appearing before Notary)

Notary Public Signature

Notary Stamp or Seal

Notary Public Signature

Notary Stamp or Seal

SECTION 8. COUNTY ENDORSEMENT

WARNING - Endorsement required by county assessor where structure is situated that all taxes have been paid before title can be transferred.

Signature of County Assessor

Date: _____ For Tax Year _____



Clark County Department of Building & Fire Prevention

4701 West Russell Road, Las Vegas, NV 89118 ~ (702) 455-3000

Mobile Home Conversion from Personal to Real Property Building Permit Guide

Jerome A. Stueve, P.E., Director

Samuel D. Palmer P.E., Assistant Director • Girard Page, Fire Marshal

Part I. General Information

This guide outlines the requirements for converting mobile homes from personal to real property. This option is available to mobile home residents who own both the mobile home and the land on which it is located. Mobile home conversion from personal to real property may make it possible to secure longer financing, lower mortgage rates provide tax advantages and make available government-backed mortgage insurance. Both existing mobile homes and new mobile homes acquired with the intention of being permanently located may qualify.

Part II. Applicant's Responsibility

- Completed Building Permit Application (for the foundation). (Application forms are available in the Permit Application Center or on our website) Design and calculations may be required from Nevada-registered professional engineer.
- Submittal to Planning Commission or Board of County Commissioners for any, waivers, zone change, or other land use application requiring review. To verify whether additional land use is required, please contact Current Planning at (702) 455-4314.
- Proof of ownership and a legal description of the property
- Grading Plans
- Plot Plans
- Foundation Plan
- See Part VI, Plan Contents, for special circumstances

Part III. Prerequisites

▪ ZONING REQUIREMENTS

To obtain a permit for conversion, the land must be zoned in Clark County, Nevada as follows:

- Mobile homes which comply with the design standards establishes in Clark County Code Title 30, Table 30.56-2, are permitted in zoning districts which allow single family residences listed below:
 - R-E – Rural Estates Residential District
 - R-D – Suburban Estates Residential District
 - R-1 – Single Family Residential District
 - R-2 – Medium Density Residential District
 - R-3 – Multiple Family Residential District

-
- All mobile homes, including those which do not comply with the design standards established by Clark County Code Title 30, Table 30.56-2, are permitted in the following zoning districts:
 - R-U – Rural Open Land District
 - R-A – Residential Agricultural District
 - R-T – Manufactured Home residential District

If any zoning action (i.e., waiver, zone change or other land use application requiring review by the Planning Commission or Board of County Commissioners) is needed, you may want to submit your proposed plans to the Department of Building while waiting for the Boards action to take place in order to reduce processing time.

Part IV. Applicable Codes

Currently adopted version of the following:

- Clark County Administrative Code
- Southern Nevada Code Amendments
- Clark County Code, Section 29.20.110, or Clark County Code Title 30
- International Building Code
- International Residential Code
- Uniform Plumbing Code
- National Electrical Code

Part V. Submittal Package

- APPLICATION
 - Completed Building Permit Application (for the foundation). Application forms are available in the Permit Application Center at 4701 W. Russell Road or on our website.
- OWNERSHIP/LEGAL DESCRIPTION
 - Two (2) copies of one of the following documents to show ownership and the legal description of the property:
 - Recorded Deed
 - Deed of Trust
 - Escrow Instructions
 - One (1) copy of one of the following documents:
 - Title
 - Bill of Sale
 - Purchase Agreement

Part VI. Plan Contents

- **Grading Plan** (if not already on file with Public Works Development Review or if a revision is required). Must be prepared by a Nevada registered professional civil engineer and show the following:
 - Structure
 - Finished floor elevation of the mobile home
 - Existing improvements
 - Corresponding street elevations
 - Lot drainage
 - Scale

-
- Benchmark
 - North arrow
 - Land contours
 - Elevations
 - Must be one of the following:
 - Grading plan prepared by a Nevada registered professional civil engineer (3 sets of which one copy must have the original stamp and signature).
 - *Contact Public Works Development Review for a Grading Plan Review Checklist and/or a sample grading plan.
 - Parcel Map grading plan, if available, from the Department of Building Records Division.
 - Recorded subdivision grading plan, if available from the Department of Building Records Division two (2) sets.
 - * 4 sets are required if grading plan is being used to satisfy the following plot plan requirement.

NOTE: If the property is located in a designated flood zone, additional requirements may be imposed by Public Works Development Review. For information on the status of your property, please call 455-6000.

- **Plot Plan** (2 copies) showing:
 - Lot location
 - Accessory building with dimensions
 - Size and placement of mobile home
 - Easements
 - Rights-of-way
 - All setbacks from property lines and existing structures
 - North arrow
 - Utility locations
 - Property line dimensions
 - Proposed minimum setbacks to the structure
 - Parcel number, Address, Legal Description

NOTE: May be done in combination with the grading plan prepared by a Nevada registered professional civil engineer.

- **Permanent Foundation Plan** (2 copies). Provide either of the following:
 - Manufacturer's recommended plan for permanent mobile home installation for the specific make, model and size.
 - Foundation plan designed by a Nevada registered professional civil or structural engineer (original stamp and signature required).

NOTE: Permanent foundations must also be in compliance with federal standards. A copy of the Department of Housing and Urban Development's (HUD) Permanent Foundations Guide for Manufactured Housing is available on the internet at:

<http://www.huduser.org/portal/publications/destech/permfound.html>

In addition, if the installation is in a flood zone, the foundation must also comply with the Federal Emergency Management Agency's (FEMA) requirements for Manufactured Home Installations in Flood Hazard Areas.

-
- If mobile home is located in an R-E, R-D, R-1, R-2 or R-3 zoning district, the following additional submittal documents are required:
 - Dimensioned floor plans
 - Elevations (front, back, side) showing pitch of roof, roofing materials and exterior siding materials
 - Details showing how foundation or anchoring system is masked.

Part VII. Other Information

▪ PROCESSING/PERMIT ISSUE

• Processing Time

Normal processing time for converting mobile homes from personal to real property is approximately 2 weeks (10 working days) unless a land use application is required. If there are problems with the plans or if there is an increased volume of submittals from the public, this processing time could increase. Thus, it is in your best interest to properly submit all required documents and plans and to respond promptly to any requests for information or corrections.

• Plan Review

Plan reviews will be conducted by the following departments/divisions:

- Current Planning Zoning Plans Check
- Public Works Development Review
- Building Plans Examination

• Permit Issue

- When all approvals have been received from Current Planning Zoning Plans Check, Public Works Development Review and Building Plans Examination you will be notified that your permit is ready to issue.
- All fees must be paid at this time in order to obtain your permit (permits issued to owner/builders or contractors only).
- An Inspection Record (job card) will be issued with the permit.
- One (1) set of approved plans will be returned to the applicant.

▪ INSPECTION REQUIREMENTS

Inspections are scheduled by calling the Department of Building (702)455-3000.

- Required inspections for your project are listed on the Inspection Record (job card) received at permit issuance.
- Reports and certifications (i.e., the Finished Floor Elevation Certificate and the Drainage Compliance Report) must be submitted in compliance with specific time frames.
- The permit, Inspection Record Form (job card), and approved plans must be kept on site for convenient access by the Inspection staff.

"PLEASE NOTE: AFTER APPROVED FINAL INSPECTION, IT IS THE RESPONSIBILITY OF THE OWNER TO FILE A COMPLETED AFFIDAVIT OF CONVERSION WITH THE CLARK COUNTY ASSESSOR'S OFFICE"

NOTE: For your convenience and to help expedite your inspection requests, the Clark County Department of Building offers both an automated Telephone Inspection Scheduling System and Inspection Scheduling via the internet.

To use the automated Telephone System, call (702) 455-3000, press "1" to select inspections, and follow the prompts.

You will need the phone system number and 4-digit inspection type codes which are located on both the permit and the inspection record forms.

Enter: <http://www.ClarkCountyNV.gov/building> to access the Clark County Department of Building's website and click the Construction Services Online button, followed by the "Managing Inspections" link. Access requires permit and Internet P.I.N. numbers, which are printed at the top of the Permit form.

After passing the required inspections and upon the Department of Building receiving all of the required clearance items, occupancy is approved. If you have any questions regarding this information, please contact the Department of Building at (702) 455-3000.

Department Of Building & Fire Prevention Locations & Services

MAIN OFFICE 4701 W. Russell Road Las Vegas, NV 89118 (702)455-3000	On-Site Plan Submittals All "Walk-Through" Plan Review / Permitting Functions Residential Tract Submittal / Permitting All Sub-Trade (Electrical, Plumbing & Mechanical) Permitting Building Inspection Scheduling Functions Fire Prevention Inspection Services Records	Temporary Certificate of Occupancy Submittals Building Inspections Building Inspector Inquiries Amusement / Transportation Systems Operation Certificates Approved Fabricators Quality Assurance Agency Listing
LAUGHLIN OFFICE Regional Government Center 101 Civic Way Laughlin, NV 89029 (702)298-2436	Building Inspection Services Fire Prevention Inspection Services	
OVERTON OFFICE 320 North Moapa Valley Blvd. Overton, NV 89040 (702)397-8089	Building Inspection Services Fire Prevention Inspection Services	

Automated Phone System (702) 455-3000

- Option 1:** For all Inspection services or to report a building code violation.
Option 2: For information regarding on-site permits or new plan submittals.
Option 3: For the Building Plans Examination division or QAA information.
Option 4: For the Zoning Plans Examination division.
Option 5: For information or copies regarding land development, construction documents, plans or permits.
Option 6: To speak with Management staff.
Option #: For hours of operation, Office location and website information.

Other Clark County Departments/Divisions/Districts

Air Quality & Environmental Management	500 S. Grand Central Parkway, Las Vegas NV	(702) 455-5942
Public Works, Development Review Services	500 S. Grand Central Parkway, Las Vegas NV	(702) 455-6000
Comprehensive Planning	500 S. Grand Central Parkway, Las Vegas NV	(702) 455-4314
Fire Department	575 E. Flamingo Road, Las Vegas NV	(702) 455-7316
Las Vegas Valley Water District	1001 S. Valley View Boulevard, Las Vegas NV	(702) 870-2011
Southern Nevada Health District	625 Shadow Lane, Las Vegas NV	(702) 759-1000
Water Reclamation District	5857 E. Flamingo Road, Las Vegas NV	(702) 668-8888

State of Nevada

Division of Water Resources	400 Shadow Lane, Suite 201, Las Vegas NV	(702) 486-2770
Nevada State Contractors Board	2310 Corporate Circle, Suite 200, Henderson NV	(702) 486-1100

Utilities

Nevada Power	6226 W. Sahara Avenue, Las Vegas NV	(702) 402-5555
Southwest Gas	5241 Spring Mountain Road, Las Vegas NV	(877) 860-6020

<http://www.ClarkCountyNV.gov/building>

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Division of Codes and Standards442867-
225

Title Search

Date Printed: 04/02/2009

Decal #: 8601322 Use Code: SFD
Manufacturer: Original Price Code: AZL
Tradename: GOLDEN WEST HOMES Rating Year:
Model: 851SOC6601F Tax Type: LPT
Manufactured Date: 08/01/1998 Last ILT Amount:
Registration Exp: Date ILT Fee Paid:
First Sold On: 04/01/1999 ILT Exemption: NONE

(913748)

Serial Number	HUD Label / Insignia	Length	Width
GWOR23N21080B	ORE369019	66'	13' 6"
GWOR23N21080A	ORE369018	66'	13' 6"

Record Conditions: Permanent Foundation - 18551

Last Reported Owner:

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~ (Joint Tenants with Right of Survivorship)
8028 MOUNTAIN PASS RD
JAMESTOWN, CA 95327

Last Title Date: CANCELLED
Last Reg Card: CANCELLED
Sale/Transfer Info: Price \$94,118.30 Transferred on 04/01/1999

Situs Address:

8028 MOUNTAIN PASS RD
JAMESTOWN, CA 95327
Situs County: TUOLUMNE

*** END OF TITLE SEARCH ***

No lien showing



<u>RECORDING REQUESTED BY:</u>	THIS SPACE FOR RECORDER USE ONLY
<u>WHEN RECORDED MAIL TO:</u>	
NAME:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
	ONLY THE ENFORCEMENT AGENCY MAY RECORD THIS DOCUMENT

ALL INFORMATION BELOW MUST BE ENTERED BY THE ENFORCEMENT AGENCY

ENFORCEMENT AGENCY INFORMATION

ENFORCEMENT AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY

MAILING ADDRESS

CITY	COUNTY	STATE	ZIP CODE
------	--------	-------	----------

BUILDING PERMIT NO. _____ **TELEPHONE NUMBER** _____

☐ EVIDENCE OF UNIT LIENHOLDER(S) RELEASE, OR CONSENT TO INSTALLATION
PROVIDED/ATTACHED - SEE REVERSE NOTE #2 (Check ☐ if Applicable)

<input type="checkbox"/> FEE-SIMPLE DEED TO THE PROPERTY	<input type="checkbox"/> LONG-TERM LEASE
<input type="checkbox"/> RESIDENT-OWNED MH SUBDIVISIONS	<input type="checkbox"/> MH STOCK COOPERATIVES
<input type="checkbox"/> MH CONDOMINIUM MOBILEHOME PARKS	

SIGNATURE OF ENFORCEMENT AGENCY OFFICIAL	DATE
--	------

DEALER INFORMATION

DEALER NAME (If not a dealer sale, write "NONE")

DEALER LICENSE NUMBER

DEALER BUSINESS ADDRESS

CITY	COUNTY	STATE	ZIP CODE
------	--------	-------	----------

MANUFACTURER'S NAME	MODEL NAME / NUMBER	MANUFACTURE DATE
---------------------	---------------------	------------------

SERIAL NUMBER(S)

LENGTH X WIDTH	CA INSIGNIA(S)/HUD LABEL NUMBER(S)

ASSESSOR'S PARCEL NUMBER _____ HCD REGISTRATION DECAL NUMBER _____ MCO NUMBER (New MH only) _____

HCD 433A (Rev. 10/18) 1 of 2

**NOTICE OF MANUFACTURED HOME, MOBILEHOME, OR COMMERCIAL MODULAR
INSTALLATION ON A FOUNDATION SYSTEM**

GENERAL GUIDE AND INSTRUCTIONS

A building permit is required from the enforcement agency to construct a foundation system (under new units or retrofits to existing units). To apply for a building permit the owner, dealer or contractor must comply with certain provisions of the California Health and Safety Code, as follows:

- 1) Provide evidence that the registered owner of the unit(s) to be installed either holds title or is purchasing the real property on which the installation is to be made, or written evidence of ownership in a resident-owned subdivisions, stock cooperatives, or manufactured home/mobilehome condominium mobilehome parks, or holds a transferable lease on the property with a term of 35 years or more. If the term of the lease is less than 35 years, the term must be mutually agreed to by the lessor and lessee and may not be revocable by the lessor, except for cause. Written evidence must specify the type of land ownership.
- 2) Provide written evidence that the registered owner owns the unit(s) free of any liens or if there is a lienholder(s), that lienholder(s) has consented to the placement of the unit(s) on a foundation system as an improvement to the underlying property.

If HCD's registration and title records for the unit do not match the name of the applicant, the applicant shall correct the recorded information with HCD before the enforcement agency can approve the ownership interest, the unit installation or record this form with the county recorder's office.

Note: An enforcement agency may obtain a title search from the Department of Housing and Community Development (HCD), Registration and Titling Program. The information on the title search may be compared to the information shown on the surrendered HCD Certificate of Title or Department of Motor Vehicle (DMV) pink slip(s) and registration card(s) (see below). This will ensure that the most recent ownership and registration documents have been submitted to the enforcement agency and that the registered owner owns the unit(s) free of any liens or encumbrances. Where the title search indicates a recorded legal owner or junior lienholder, or both, evidence should be provided to the enforcement agency that the legal owner or junior lienholder, or both, have been paid in full or that the legal owner or junior lienholder, or both, consent to the attachment of the unit(s) upon the satisfaction of their liens by the registered owner.

- 3) Provide plans and specifications required by HCD regulations.
- 4) Provide the approved manufacturer's installation instructions or plans and specifications signed by a licensed California architect or engineer covering the installation of the unit(s).
- 5) Pay building permit fees as required by the local jurisdiction issuing the building permit.
- 6) Complete an original and three copies of the form HCD 433A with all information available at the time the building permit is issued for the installation of a manufactured home, mobilehome, or commercial modular unit(s).
- 7) Pay a state fee of eleven dollars (\$11.00) per transportable section and submit with form HCD 433A.

After installation is complete and prior to issuance of a form HCD 513C, Certificate of Occupancy, the following requirements must be met:

- 1) If the unit(s) has(have) been sold to the owner by a dealer, all information not originally available to complete the form HCD 433A [i.e., manufacturer name, serial number(s), date of manufacture, dealer's license number and HCD insignia(s)/HUD label number(s)] must be completed. Incomplete forms will be returned for completion.
- 2) If the unit(s) is(are) owned by the individual requesting installation, the following items are required to be surrendered to the local building department prior to issuance of a Certificate of Occupancy:
 - o Certificate of Title and Registration issued by either HCD or DMV.
 - o Any license plates or decals issued by either HCD or DMV.

CAUTION: DO NOT REMOVE THE HCD INSIGNIA(S)/HUD LABEL(S) THAT CERTIFY THE COMPLIANCE OF THE UNIT(S).

- 3) When the form HCD 433A is completed, with all required information and all titles, certificates, plates or decals (if required) surrendered, a Certificate of Occupancy, may be issued and the form HCD 433A recorded with the county recorder. The owner is to be provided with a copy of the form HCD 433B, Notice to Assessor, by the local building department. The owner is required to complete and submit the Notice to Assessor to the county assessor.
- 4) Within five (5) business days of the issuance of the Certificate of Occupancy, the enforcement agency shall record this document with the county recorder's office.
- 5) Once recorded, the enforcement agency shall transmit all of the following: the recorded copy of the form HCD 433A; a copy of the Certificate of Occupancy; fees collected in the amount of eleven dollars (\$11.00) per transportable section; and, *if unit currently titled as personal property*, all applicable titles, certificates, license plates or registration decals to:

Department of Housing and Community Development
Division of Codes and Standards
Registration and Titling Program
PO Box 2111
Sacramento, CA 95812-2111

For information on establishing a requestor account for obtaining title search printouts online, or for general information call (800) 952-8356 or submit a request via email to ContactRT@hcd.ca.gov.

RECORDING REQUESTED BY:

ICPDS

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Imperial County
Planning & Development Services Department
801 Main Street
El Centro, CA 92243

RECORDED IN OFFICIAL RECORDS, IMPERIAL COUNTY
CHUCK STOREY

COUNTY CLERK/RECORDER

PLANNING IMPERIAL COUNTY - PLANNING & DEVELOPMENT SERVICES

10/11/2018
09:11 AM
IsabelVargas

Doc#: **2018018702**

Titles: 1 Pages: 5
Fees NO FEE



* \$ R 0 0 0 3 1 7 5 3 9 \$ *

APN: 051-181-038-000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Notice of Rescission of HCD Form 433A

(Notice of Installation of Manufactured Mobilehome on a Foundation System)

On or about August 28, 2007, the owners of the real property described in Exhibit "A" to this document, ~~XXXXXXXXXX~~ ("Applicant") applied for and obtained a permit to install a 1995 Fleetwood "Spring" mobile home, Serial No. CAFLS08A/B17764L12, Decal No. LAX0601, Insignia Label RAD817953/RAD817954 (the "Manufactured Home") on a "foundation system" as a fixture or improvement to real property (pursuant to California Health & Safety Code Section 18551(a)(1)(b)) bearing Building Permit Number 50817.

California Health & Safety Code Section 18551(a)(1)(B) requires that in order to obtain a permit to install a manufactured home on an approved foundation system as a fixture or improvement to real property, the applicant must either: (1) establish that applicant holds title to the manufactured home free and clear of all liens or (2) provide evidence to the local building enforcement agency that the legal owner identified on the manufactured home certificate of title or Manufacturers Certificate of Origin has consented in writing to the attachment of the Manufactured Home as a fixture or improvement to the real property. Unless the applicant can meet one of the requirements set forth above, said manufactured home may be installed on a foundation system on the real property "as chattel" pursuant to California Health and Safety Code Sections 18551(b) and 18613; however, the manufactured home shall remain personal property and shall become or remain registered through the California Department of Housing and Community Development (HCD).

In conjunction with the above-referenced Building Permit, on September 13, 2007, an HCD Form 433A was issued by the Imperial County Planning & Development Services Department. Said document was recorded in the Imperial County Recorder's Office on September 13, 2007, as Instrument No. 2007-035399. A true and correct copy of the recorded 433A is attached as Exhibit "B" and is incorporated by this reference.

California Code of Regulations, Title 25, §1044(b) provides that the issuance or granting of a permit or approval of plans shall not be construed to be a permit for, or an approval of any violation of the California Health & Safety Code or California Code of Regulations Title 25. Imperial County Land Use Ordinance Title 9 Division 10 Section 91005.12(E) further authorizes revocation of permitting documents issued in error.

It has come to the County's attention that ~~XXXXXXXXXX~~ holds a lien on the Manufactured Home and did not consent to the attachment as a fixture to the real property.

Without any admission of fault on the part of local building enforcement agency or the political subdivision which controls such agency, this document shall be a notice of withdrawal and rescission of the Form 433A installation certificate issued on or about September 13, 2007. The manufactured home shall not be deemed a fixture or improvement to the real property for purposes of the Mobilehome Parks Act (California Health & Safety Code Sections 18200-18700). This Notice of Rescission of HCD Form 433A shall not be construed to affect the nature or status of the manufactured home for any other purpose, nor to affect any property interests in either the manufactured home or the underlying real property.

The Imperial County Planning & Development Services Department rescinds and withdraws the HCD Form 433A issued on or about September 13, 2007. The voided 433A is attached as Exhibit "C" and is incorporated by this reference.

Dated: 10/10/18
STATE OF CALIFORNIA
COUNTY OF IMPERIAL

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES


James Minnick, Director

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

STATE OF CALIFORNIA
COUNTY OF IMPERIAL

On 10/10/2018 before me, Jose M. Hernandez, a Notary Public
Date Name and Title of Officer

personally appeared James Alvin Minnick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Jose M. Hernandez
Signature of Notary Public

Assessor Inquiry - Main
Asmt: 051-181-038-000 Feeparcel: 051-181-038-000
Owner: ~~XXXXXXXXXXXXXXXXXXXX~~

Status Address		Name Address		Values		APR DATE	
Lot	16 BLK 2 TOWNSITE OF SEELEY	Lot	16 BLK 2 TOWNSITE OF SEELEY	TAXROLL	CURRENT		
Parcel Desc	LOT 16 BLK 2 TOWNSITE OF SEELEY	Land	15,985				
Section	16	Structure	1,218				
Township	2	Fixtures					
Range	2	Growing					
Description	LOT 16 BLK 2 TOWNSITE OF SEELEY	Total L&I	17,203				
TPZ	Ag Pres	Fixtures RP					
Multi	910 MH	MH PP					
Asmt PP	Tax PP	PP					
Comments	From 05/18/1701 07/25/2005	Exemption	7,000				
		Net	10,203				
		R/C #					
		TR/Date					
		Status					
		Description	ENROLLED IS BASE YEAR				

Exhibit "B"

RECORDING REQUESTED BY:
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
801 MAIN STREET
EL CENTRO, CA 92243-2811

Recorded in Official Records, Imperial County

Dolores Provencio
County Clerk / Recorder

9/13/2007
2:49 PM
IV

AND WHEN RECORDED MAIL TO:

P Public

Doc#: 2007-035399

Titles: 1 Pages: 1



Fees 6.00
Taxes 0.00
Other 0.00
PAID \$6.00

NAME IMPERIAL COUNTY
STREET PLANNING & DEVELOPMENT SERVICES DEPARTMENT
ADDRESS 801 MAIN STREET
CITY EL CENTRO, CA 92243-2811
STATE
and ZIP

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH, INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document at the request of the local agency indicated is in accordance with California Health and Safety Code Section 18551. This document is evidence that such local agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

REAL PROPERTY OWNER/LESSOR

P O BOX 55

MAILING ADDRESS

SEELEY IMPERIAL CA 92273-0055
CITY COUNTY STATE ZIP

1768 ALAMO STREET

INSTALLATION MAILING ADDRESS, IF DIFFERENT

SEELEY IMPERIAL CA 92273
CITY COUNTY STATE ZIP

SAME

UNIT OWNER (If also property owner, write "SAME")

MAILING ADDRESS

SAME

CITY COUNTY STATE ZIP

UNIT DESCRIPTION

ELDERWOOD

1995

LAKEVIEW SPRING

MANUFACTURER'S NAME

DATE OF MANUFACTURE

MODEL NAME/NUMBER

28 x 36

RA0817953/54

SERIAL NUMBER(S)

LENGTH X WIDTH

INSIGNIA/LABEL NUMBER(S)

REAL PROPERTY LEGAL DESCRIPTION

ASSESSOR'S PARCEL NUMBER

051-181-038-001

LOT 16 BLK 2 TRACT OF SEELEY

I C PLANNING & DEVELOPMENT SERVICES

LOCAL AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY

801 W MAIN STREET

MAILING ADDRESS

EL CENTRO IMPERIAL CA 92243-2811
CITY COUNTY STATE ZIP

50817

TEL. 760.482.4238

BUILDING PERMIT NO.

TELEPHONE NUMBER

SIGNATURE OF LOCAL AGENCY OFFICIAL

DATE

9/13/07

DEALER NAME (If not a dealer sale, write "NONE")

DEALER LICENSE NO.



HCD FORM 433(A) Rev. 8/91

WHITE - County Recorder

CANARY - HCD

PINK - Applicant

GOLDENROD - Building Dept

Exhibit 'C'

RECORDING REQUESTED BY:
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
801 MAIN STREET
EL CENTRO, CA 92243-2811

Recorded in Official Records, Imperial County

Dolores Provencio
County Clerk / Recorder

9/13/2007
2:49 PM
IV

AND WHEN RECORDED MAIL TO:

P Public

Doc#: 2007-035399

Titles: 1 Pages: 1

NAME IMPERIAL COUNTY
STREET PLANNING & DEVELOPMENT SERVICES DEPARTMENT
ADDRESS 801 MAIN STREET
EL CENTRO, CA 92243-2811
CITY,
STATE
and ZIP



Fees 6.00
Taxes 0.00
Other 0.00
PAID \$6.00

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH, INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document at the request of the local agency indicated is in accordance with California Health and Safety Code Section 18551. This document is evidence that such local agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

~~1768 ALAMO STREET~~
REAL PROPERTY OWNER/LESSOR
P O BOX 55
MAILING ADDRESS
SEELEY IMPERIAL CA 92273-0055
CITY COUNTY STATE ZIP
1768 ALAMO STREET
INSTALLATION MAILING ADDRESS, IF DIFFERENT
SEELEY IMPERIAL CA 92273
CITY COUNTY STATE ZIP
SAME
UNIT OWNER (If also property owner, write "SAME")
MAILING ADDRESS
SAME
CITY COUNTY STATE ZIP

I C PLANNING & DEVELOPMENT SERVICES
LOCAL AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY
801 W MAIN STREET
MAILING ADDRESS
EL CENTRO IMPERIAL CA 92243-2811
CITY COUNTY STATE ZIP
50817 (61) 760.482.4238
BUILDING PERMIT NO. TELEPHONE NUMBER
1 9/13/07
SIGNATURE OF LOCAL AGENCY OFFICIAL DATE
DEALER NAME (If not a dealer sale, write "NONE")
DEALER LICENSE NO.

UNIT DESCRIPTION
ELEMWOOD 1995 LAGUNA SPRING
MANUFACTURER'S NAME DATE OF MANUFACTURE MODEL NAME/NUMBER
28 x 36 RAD817953/54
SERIAL NUMBER(S) LENGTH X WIDTH INSIGNIA/LABEL NUMBER(S)
REAL PROPERTY LEGAL DESCRIPTION ASSESSOR'S PARCEL NUMBER 051-181-038-001
LOT 16 BLK 2 TOWNSHIP OF SEELEY

"VOID"

HCD FORM 433(A) Rev. 8/91



WHITE -County Recorder

CANARY-HCD

PINK-Applicant

GOLDENROD-Building Dept

West's Annotated California Codes

Health and Safety Code (Refs & Annos)

Division 13. Housing (Refs & Annos)

Part 2.1. Mobilehome Parks Act (Refs & Annos)

Chapter 5. Regulations (Refs & Annos)

Article 1. General Provisions (Refs & Annos)

West's Ann.Cal.Health & Safety Code § 18551

§ **18551**. Manufactured home, mobilehome and commercial modular foundation systems; regulations; building permits; fees; recording document; cancellation of registration; fixture or improvement status; removal; consent

Effective: September 5, 2018

Currentness

The department shall establish regulations for manufactured home, mobilehome, and commercial modular foundation systems that shall be applicable throughout the state. When established, these regulations supersede any ordinance enacted by any city, county, or city and county applicable to manufactured home, mobilehome, and commercial modular foundation systems. The department may approve alternate foundation systems to those provided by regulation if the department is satisfied of equivalent performance. The department shall document approval of alternate systems by its stamp of approval on the plans and specifications for the alternate foundation system. A manufactured home, mobilehome, or commercial modular may be installed on a foundation system as either a fixture or improvement to the real property, in accordance with subdivision (a), or a manufactured home or mobilehome may be installed on a foundation system as a chattel, in accordance with subdivision (b).

(a) Notwithstanding any other law, prior to a manufactured home, mobilehome, or commercial modular being deemed a fixture or improvement to the real property, the installation shall comply with all of the following:

(1) Prior to installation of a manufactured home, mobilehome, or commercial modular on a foundation system, the manufactured home, mobilehome, or commercial modular owner or a licensed contractor shall obtain a building permit from the appropriate enforcement agency. To obtain a permit, the owner or contractor shall provide the following:

(A) Written evidence acceptable to the enforcement agency that the manufactured home, mobilehome, or commercial modular owner owns, holds title to, or is purchasing the real property where the mobilehome is to be installed on a foundation system. A lease held by the manufactured home, mobilehome, or commercial modular owner, that is transferable, for the exclusive use of the real property where the manufactured home, mobilehome, or commercial modular is to be installed, shall be deemed to comply with this paragraph if the lease is for a term of 35 years or more, or if less than 35 years, for a term mutually agreed upon by the lessor and lessee, and the term of the lease is not revocable at the discretion of the lessor except for cause, as described in subdivisions 2 to 5, inclusive, of Section 1161 of the Code of Civil Procedure. Notwithstanding Section 18555, a registered owner of a manufactured home or mobilehome in a mobilehome park that is converted or proposed to be converted to a resident-owned subdivision formed pursuant to Section 11010.8 of the Business and Professions Code, stock cooperative, as defined in Section 4190 of the Civil Code, or condominium project, as defined in Section 4125 of the Civil Code, may submit written evidence of that owner's resident ownership in the mobilehome park in order to comply with this paragraph.

(B) Written evidence acceptable to the enforcement agency that the registered owner owns the manufactured home, mobilehome, or commercial modular free of any liens or encumbrances or, in the event that the legal owner is not the registered owner, or liens and encumbrances exist on the manufactured home, mobilehome, or commercial modular, written evidence provided by the legal owner and any lienors or encumbrancers that the legal owner, lienor, or encumbrancer consents to the attachment of the manufactured home, mobilehome, or commercial modular upon the discharge of any personal lien, that may be conditioned upon the satisfaction by the registered owner of the obligation secured by the lien.

(C) Plans and specifications required by department regulations or a department-approved alternate for the manufactured home, mobilehome, or commercial modular foundation system.

(D) The manufactured home, mobilehome, or commercial modular manufacturer's installation instructions, or plans and specifications signed by a California-licensed architect or engineer covering the installation of an individual manufactured home, mobilehome, or commercial modular in the absence of the manufactured home, mobilehome, or commercial modular manufacturer's instructions.

(E) Building permit fees established by ordinance or regulation of the appropriate enforcement agency.

(F) A fee payable to the department in the amount of eleven dollars (\$11) for each transportable section of the manufactured home, mobilehome, or commercial modular, that shall be transmitted to the department at the time the certificate of occupancy is issued with a copy of the building permit and any other information concerning the manufactured home, mobilehome, or commercial modular that the department may prescribe on forms provided by the department.

(2)(A) Within five business days of the issuance of the certificate of occupancy for the manufactured home, mobilehome, or commercial modular by the appropriate enforcement agency, the enforcement agency shall record a document naming the owner of the real property, describing the real property with certainty, and stating that a manufactured home, mobilehome, or commercial modular has been affixed to that real property by installation on a foundation system pursuant to this subdivision. The document shall be recorded with the county recorder of the county where the real property, upon which the manufactured home, mobilehome, or commercial modular that has been installed, is situated.

(B) When recorded, the document referred to in subparagraph (A) shall be indexed by the county recorder to the named owner and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

(C) Fees received by the department pursuant to subparagraph (F) of paragraph (1) shall be deposited in the Mobilehome-Manufactured Home Revolving Fund established under subdivision (a) of Section 18016.5.

(3) The certification of title and other indicia of registration shall be surrendered to the department pursuant to regulations adopted by the department providing for the cancellation of registration of a manufactured home, mobilehome, or commercial modular that is permanently attached to the ground on a foundation system pursuant to this subdivision. For the purposes of this subdivision, permanent affixation to a foundation system shall be deemed to have occurred on the day a certificate of occupancy is issued to the manufactured home, mobilehome, or commercial modular owner and the document referred to in subparagraph (A) of paragraph (2) is recorded. Cancellation shall be effective as of that date and the department shall enter the cancellation on its records upon receipt of a copy of the certificate of occupancy. This subdivision shall not be construed to affect the application of existing laws, or the department's regulations or procedures with regard to the cancellation of registration, except as to the requirement therefor and the effective date thereof.

(4) Once installed on a foundation system in compliance with this subdivision, a manufactured home, mobilehome, or commercial modular shall be deemed a fixture and a real property improvement to the real property to which it is affixed. Physical removal of the manufactured home, mobilehome, or commercial modular shall thereafter be prohibited without the consent of all persons or entities who, at the time of removal, have title to any estate or interest in the real property to which the manufactured home, mobilehome, or commercial modular is affixed.

(5) For the purposes of this subdivision:

(A) "Physical removal" shall include, without limitation, the unattaching of the manufactured home, mobilehome, or commercial modular from the foundation system, except for temporary purposes of repair or improvement thereto.

(B) Consent to removal shall not be required from the owners of rights-of-way or easements or the owners of subsurface rights or interests in or to minerals, including, but not limited to, oil, gas, or other hydrocarbon substances.

(6) At least 30 days prior to a legal removal of the manufactured home, mobilehome, or commercial modular from the foundation system and transportation away from the real property to which it was formerly affixed, the manufactured home, mobilehome, or commercial modular owner shall notify the department and the county assessor of the intended removal of the manufactured home, mobilehome, or commercial modular. The department shall require written evidence that the necessary consents have been obtained pursuant to this section and shall require application for either a transportation permit or manufactured home, mobilehome, or commercial modular registration, as the department may decide is appropriate to the circumstances. Immediately upon removal, as defined in this section, the manufactured home, mobilehome, or commercial modular shall be deemed to have become personal property and subject to all laws governing the same as applicable to a manufactured home, mobilehome, or commercial modular.

(b) The installation of a manufactured home or a mobilehome on a foundation system as chattel shall be in accordance with Section 18613 and shall be deemed to meet or exceed the requirements of Section 18613.4. This subdivision shall not be construed to affect the application of sales and use or property taxes. No provisions of this subdivision are intended, nor shall they be construed, to affect the ownership interest of any owner of a manufactured home or mobilehome.

(c) Once installed on a foundation system, a manufactured home, mobilehome, or commercial modular shall be subject to state-enforced health and safety standards for manufactured homes, mobilehomes, or commercial modulars enforced

pursuant to Section 18020.

(d) No local agency shall require that any manufactured home, mobilehome, or commercial modular currently on private property be placed on a foundation system.

(e) No local agency shall require that any manufactured home or mobilehome located in a mobilehome park be placed on a foundation system.

(f) No local agency shall require, as a condition for the approval of the conversion of a rental mobilehome park to a resident-owned park, including, but not limited to, a subdivision, stock cooperative, or condominium project for mobilehomes, that any manufactured home or mobilehome located there be placed on a foundation system. This subdivision shall only apply to the conversion of a rental mobilehome park that has been operated as a rental mobilehome park for a minimum period of five years.

Credits

(Added by Stats.1979, c. 1160, p. 4357, § 7. Amended by Stats.1980, c. 285, p. 571, § 1, eff. June 30, 1980, operative July 1, 1980; Stats.1980, c. 1149, p. 3774, § 40; Stats.1983, c. 1216, § 5; Stats.1984, c. 301, § 1; Stats.1985, c. 210, § 17; Stats.1985, c. 485, § 1, eff. Sept. 6, 1985; Stats.1985, c. 485, § 2, eff. Sept. 6, 1985, operative Jan. 1, 1986; Stats.1987, c. 56, § 116; Stats.1988, c. 799, § 28; Stats.1997, c. 423 (S.B.259), § 3; Stats.2011, c. 239 (S.B.562), § 7; Stats.2013, c. 137 (A.B.379), § 1; Stats.2018, c. 254 (A.B.1943), § 1, eff. Sept. 5, 2018.)

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Sections 20, 23 of Stats.1980, c. 285, p. 594, provide:

“Sec. 20. Whenever any information is required to be reported by, or any duty is assigned to the Department of Motor Vehicles by any section of this act, with respect to the regulation, licensing or taxation of mobilehomes, the same reports and duties will be required of the Department of Housing and Community Development if the responsibility for registration, licensing, and titling of mobilehomes is transferred from the Department of Motor Vehicles to the Department of Housing and Community Development.”

“Sec. 23. The provisions of this act, other than Section 7.3, shall become operative on July 1, 1980.”

Amendment of this section by § 17.5 of Stats.1985, c. 210, failed to become operative under the provisions of § 30 of that Act.

Section 5 of Stats.1985, c. 485, provides:

“Section 2 of this bill incorporates amendments to Section 18551 of the Health and Safety Code proposed by both this bill and AB 1567 [Stats.1985, c. 210]. It shall only become operative if (1) both bills become effective on or before January 1, 1986, but this bill becomes operative first, (2) each bill amends Section 18551 of the Health and Safety Code, and (3) this bill is enacted after AB 1567, in which case Section 18551 of the Health and Safety Code, as amended by Section 1 of this bill, shall remain operative only until the operative date of AB 1567, at which time Section 2 of this bill shall become operative.”

2015 Legislation

For executive order B-35-15 issued by Governor Brown, relating to suspension of certain provisions due to wildfires in Calaveras and Lake Counties, see Historical and Statutory Notes under Health and Safety Code § 18500.

2018 Legislation

Sections 2 and 3 of Stats.2018, c. 254 (A.B.1943), provide:

“SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

“SEC. 3. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety, within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

“Due to a gap in existing law, 75 homeowners who lost their homes in the recent Lilac Fire and other natural disasters are unable to secure affordable financing to rebuild their homes. In order to ensure prompt recovery as a result of the widespread damage caused by the Lilac Fire, as well as other recent disasters, it is necessary for this act to take effect immediately.”

Former Notes

Former § 18551, added by Stats.1955, c. 91, p. 548, § 3, derived from former § 18201, added by Stats.1941, c. 1097, p. 2792, § 1, relating to civil actions against owners or operators of auto courts and resorts for abatement of nuisance, was repealed by Stats.1965, c. 230, p. 1203, § 2.

CROSS REFERENCES

Administrative permit, planning, or development process or requirement for manufactured home, see Government Code § 65852.4.

Approved defined, see Health and Safety Code § 18201.

Conditional sales contracts, taking title to or lien upon other property prohibited, exception for security interest on real property upon which mobilehome is installed on foundation system pursuant to this section, see Civil Code § 2984.2.

Development fees, levies against manufactured home or mobilehome by school districts, see Education Code § 17625.

Documentary Transfer Tax Act, mobilehome installed on a foundation system, see Revenue and Taxation Code § 11913.

Enforcement agency defined, see Health and Safety Code § 18207.

Exemption from manufactured home taxation when attached to permanent foundation, see Revenue and Taxation Code § 5801.

Installation on foundation system, effect on registration requirements, see Health and Safety Code § 18075.5.

Installation on lots zoned for single-family dwellings, see Government Code § 65852.3.

Joe Serna, Jr. Farmworker Housing Grant Program, use of grants and loans, fund creation and appropriations, see Health and Safety Code § 50517.5.

Loans by California Housing and Infrastructure Finance Agency for manufactured housing, see Health and Safety Code § 51320.

Manufactured home defined for purposes of this Part, see Health and Safety Code § 18210.5.

Manufactured home or mobilehome located within park or subdivision limited to older persons, see Government Code § 65995.2.

Manufactured housing, replacement fuel-gas-burning water heaters, application of this section, see Health and Safety Code § 18031.7.

Mobilehome defined for purposes of this Part, see Health and Safety Code § 18211.

Mobilehome park defined, see Health and Safety Code § 18214.1.

Mobilehomes, manufactured housing, accessory building or structure, see Health and Safety Code § 18008.7.

Sale of manufactured home, mobilehome or commercial coach not previously installed on a foundation system, see Health and Safety Code § 18040.

Sales and use taxes, partial exclusion from tax liability, sale to retailer, see Revenue and Taxation Code § 6012.8.

Vehicle license fee, exemptions, mobilehome sold and installed on foundation system, see Revenue and Taxation Code § 10784.

Veterans' aid and welfare, maximum purchase price of mobilehome, see Military and Veterans Code § 987.65.

CODE OF REGULATIONS REFERENCES

Definitions, see 25 Cal. Code of Regs. § 5511.

Fees for MH-Unit installation and standard plan approval foundation system permits, see 25 Cal. Code of Regs. § 1020.1.

Foundation systems, see 25 Cal. Code of Regs. § 5610 et seq.

RESEARCH REFERENCES

Encyclopedias

13A Cal. Jur. 3d Consumer and Borrower Protection Laws § 411, Prohibited Provisions--Title to or Lien on Property.
California Civil Practice Business Litigation § 58:25, Title to or Lien on Property.

Forms

5 California Transactions Forms--Business Transactions § 32:111, Prohibited Contractual Provisions.
West's California Code Forms, Government § 37100 Form 39, Green Building Ordinance.

Treatises and Practice Aids

California Practice Guide Enforcing Judgments and Debts Ch. 6D-8, Special Requirements for Sale of Real Property Dwellings.

California Practice Guide Enforcing Judgments and Debts Ch. 6E-6, "Homestead" Exemption.

The Rutter Group - California Practice Guide: Bankruptcy Ch. 7-D, Specific Exemptions.

The Rutter Group - California Practice Guide: Bankruptcy Ch. 18-D, Lienstripping in Chapter 13 Cases.
3 Miller and Starr California Real Estate § 9:72 (4th ed.), Buildings; Mobilehomes, and Boats.
4 Miller and Starr California Real Estate § 10:6 (4th ed.), Instruments Subject to Recording--List of Recordable Documents.
8 Miller and Starr California Real Estate § 27:2 (4th ed.), Statutory Framework and Terminology.
8 Miller and Starr California Real Estate § 27:3 (4th ed.), Mobilehome or Manufactured Home as Real or Personal Property.
8 Miller and Starr California Real Estate § 27:6 (4th ed.), Regulatory Authority and Applicability of the Act--Exemptions.
8 Miller and Starr California Real Estate § 27:9 (4th ed.), Installation of Mobilehomes and Manufactured Homes on a Lot.
8 Miller and Starr California Real Estate § 27:57 (4th ed.), Mobilehome and Manufactured Home Sales--Overview of Applicable Regulations.
8 Miller and Starr California Real Estate § 27:63 (4th ed.), Real Estate Licensee Selling Mobilehomes and Manufactured Homes--Properties Subject to Sale.
8 Miller and Starr California Real Estate § 27:71 (4th ed.), Listing a Mobilehome for Sale.
8 Miller and Starr California Real Estate § 27:74 (4th ed.), Escrow Requirements.
8 Miller and Starr California Real Estate § 27:80 (4th ed.), Required Filings Upon Installation or Removal (With or Without Foundation).
8 Miller and Starr California Real Estate § 27:83 (4th ed.), Taxation of Mobilehomes and Manufactured Homes.
8 Miller and Starr California Real Estate § 27:86 (4th ed.), Priorities.
8 Miller and Starr California Real Estate § 27:87 (4th ed.), Enforcement of a Security Interest on Registered Manufactured Home or Mobilehome.
8 Miller and Starr California Real Estate § 27:88 (4th ed.), Default--Nonjudicial Remedies.
16 NO. 1 Miller & Starr, California Real Estate Newsalert 15, Eminent Domain.
23 NO. 2 Miller & Starr, California Real Estate Newsalert 11, Fixtures.
24 NO. 4 Miller & Starr, California Real Estate Newsalert 11, Fixtures.
24 NO. 4 Miller & Starr, California Real Estate Newsalert 13, Mobilehomes.
2 Taxing California Property 3d § 23:6 (4th ed.), Manufactured Homes.
8 Witkin, California Summary 10th Constitutional Law § 1362 (2018), In General.
13 Witkin, California Summary 10th Personal Property § 111 (2018), Nature of Doctrine and Tests.

Notes of Decisions containing your search terms (0)

[View all 5](#)

West's Ann. Cal. Health & Safety Code § 18551, CA HLTH & S § 18551

Current with urgency legislation through Ch. 860 of the 2019 Reg.Sess. Some statute sections may be more current, see [credits](#) for details.

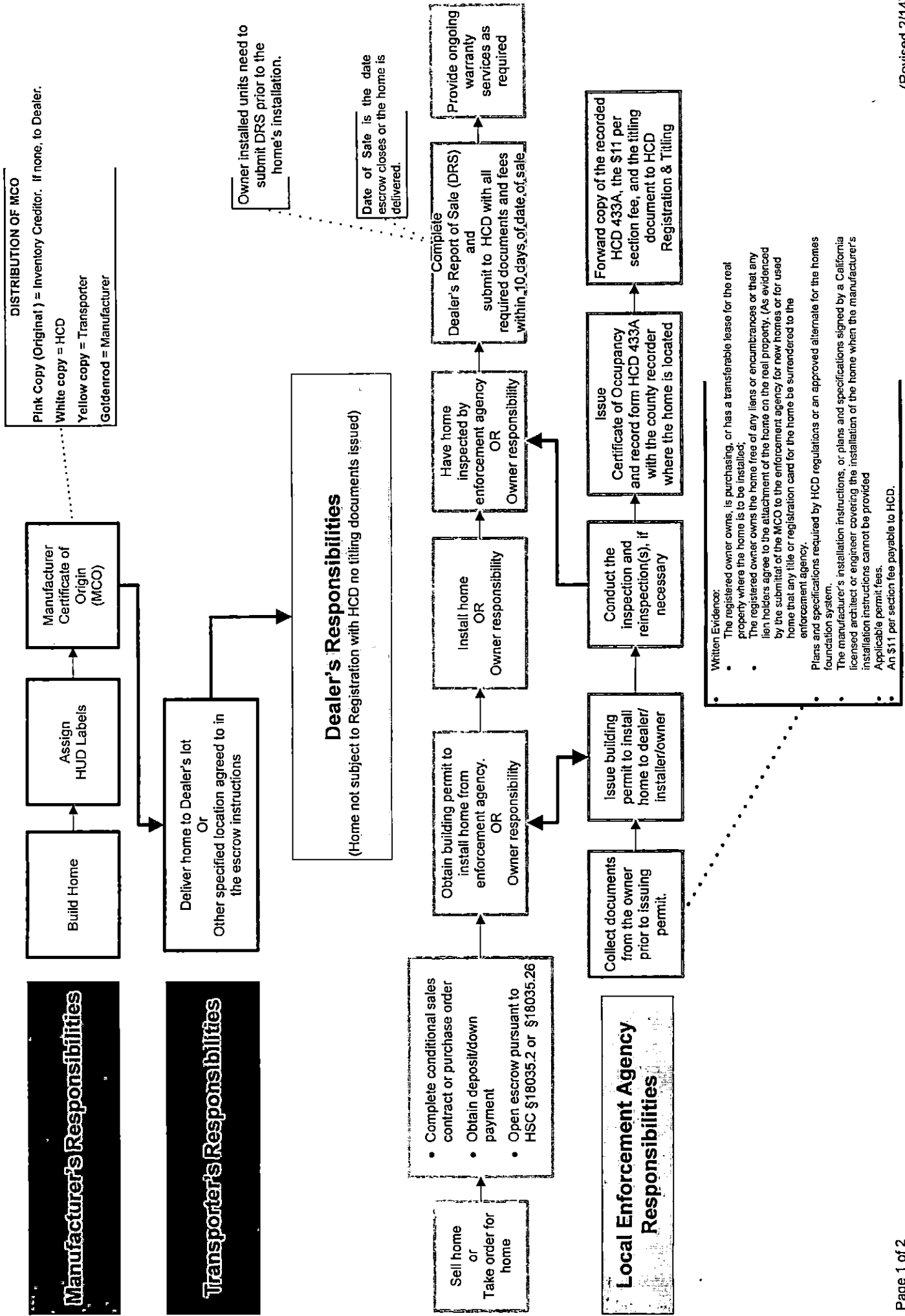
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MANUFACTURED HOMES INSTALLED ON A FOUNDATION SYSTEM AS AN IMPROVEMENT TO REAL PROPERTY

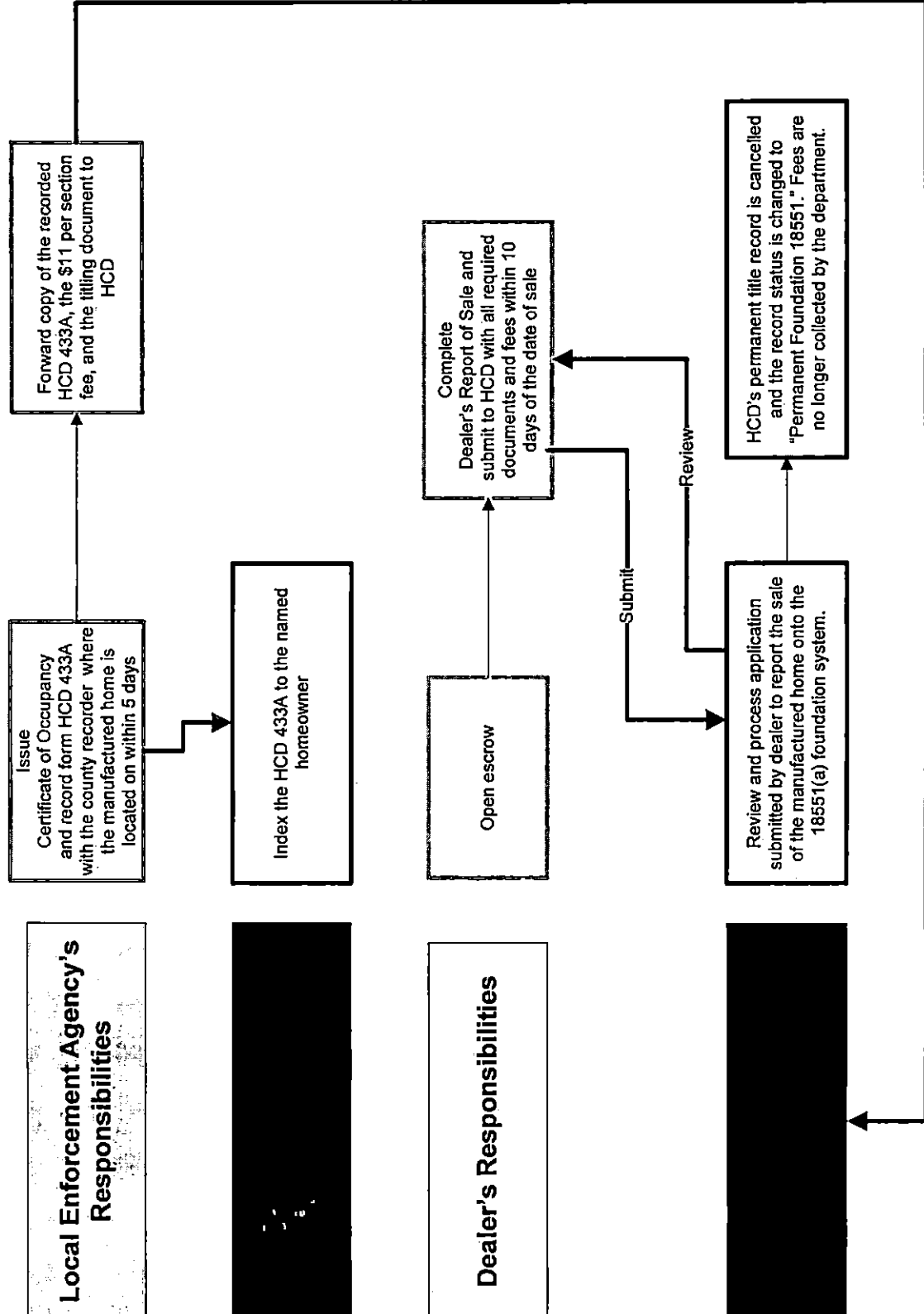
(HEALTH AND SAFETY CODE SECTION 18551(a))

FLOWCHART



MANUFACTURED HOMES INSTALLED ON A FOUNDATION SYSTEM AS AN IMPROVEMENT TO REAL PROPERTY
(HEALTH AND SAFETY CODE SECTION 18551(a))

FLOWCHART

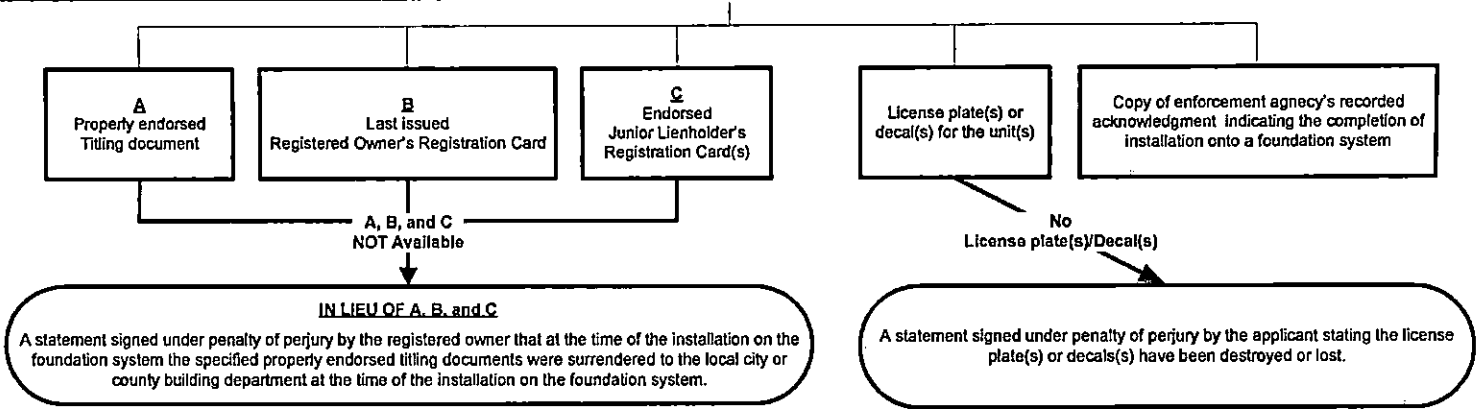


PROCEDURES FOR CANCELLATION OF THE TITLE AND REGISTRATION OF A USED MANUFACTURED HOME, MULTIFAMILY MANUFACTURED HOME, OR MOBILEHOME INSTALLED ON A FOUNDATION BY THE OWNER
(HEALTH AND SAFETY § 18551(a))

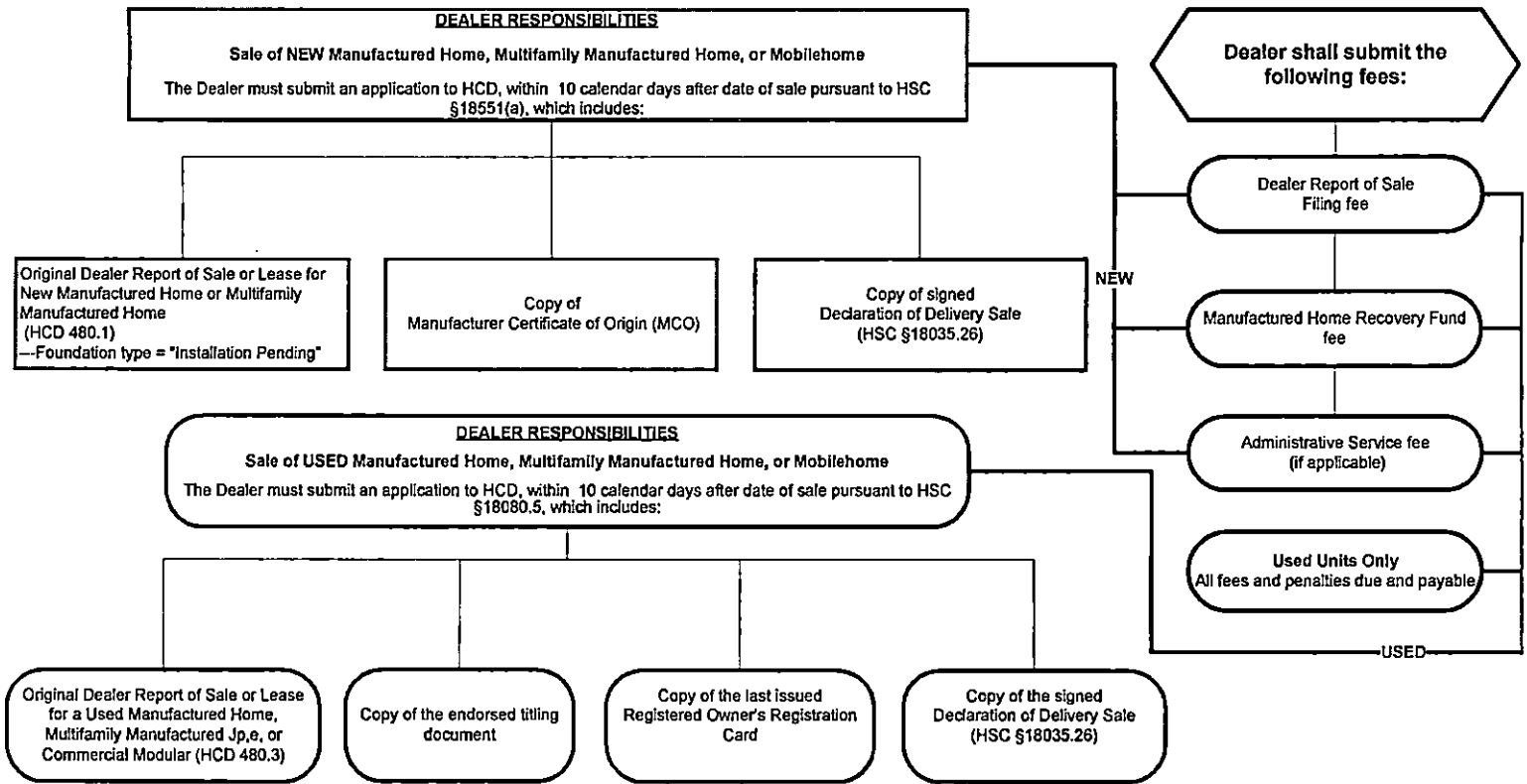
Cancellation of the title and registration of a used Manufactured Home, Multifamily Manufactured Home, or Mobilehome placed on a foundation system without a dealer involved.

REGISTERED OWNER RESPONSIBILITIES

The registered owner shall submit an application to HCD, within 20 calendar days after the date the installation is complete, which includes the following:



**HOW TO REPORT TO HCD THE INSTALLATION OF MANUFACTURED HOMES AND MULTIFAMILY MANUFACTURED HOMES:
BY AN HCD LICENSED DEALER TO AN OWNER-BUILDER INSTALLED ON A FOUNDATION SYSTEM**





Case Law Updates

Presented by

**Andrew Boylan, Esq.
McCarthy & Holthus**

**Stephen T. Hicklin, Esq.
The Hicklin Firm**

**Martin T. McGuinn, Esq.
Kirby & McGuinn**

Sponsored by



IN SOURCE LOGIC



Andrew Boylan, Esq.

Andrew Boylan is a Partner with McCarthy & Holthus, LLP overseeing Risk Management & Compliance for the firm. After graduating from the University of San Diego, where he earned his Bachelor of Arts degree in Political Science and Spanish, he received his Juris Doctorate degree from the University of San Diego School of Law and his MBA from the University of San Diego Graduate School of Business Administration. He is a member of the United Trustees Association (UTA) where he serves on the Board of Directors and previously received the New Member of the Year award, the American Legal & Financial Network (ALFN) where he received the Picture the Future Award from the Junior Professional & Executives Group, and the California Mortgage Bankers Association (CMBA) where he was a part of the group's Future Leaders Program. He has spoken on regulatory and legal compliance issues at numerous mortgage industry events. Mr. Boylan has received the highest possible AV Preeminent Rating from Martindale-Hubbell® by members of the Bar and Judiciary in both legal ability and ethical standards. He is licensed to practice law in the States of California and Washington. He can be reached at aboylan@mccarthyholthus.com.



Stephen T. Hicklin, Esq.

Stephen T. Hicklin (Steve) with Bonial & Associates has been practicing law in California since 1988 and is also admitted in Texas and Washington. His practice has been largely dedicated to representing financial institutions as both a law firm and an in house attorney. He has served as General Counsel for Northwest Trustee Services, as Chief Compliance Officer for ReconTrust Company, Inc., Bank of America's foreclosure trustee, and as litigation counsel at Countrywide Financial, Glendale Federal Bank and WMC Mortgage Corp. Steve has also worked for large and small law firms including Brobeck, Phleger & Harrison and Wright, Finlay & Zak, LLP. He can be reached at Stephen.Hicklin@BonialPC.com.



Martin T. McGuinn, Esq.

Marty has extensive experience in representing creditors, fiduciaries, loan servicers and foreclosure trustees in complex bankruptcy, foreclosure and lender liability litigation, including class actions. He acts as an expert witness on foreclosure and lending issues on cases throughout California.

Marty has served as a Director and State Legislative Chairman of the United Trustee's Association. He is a member of the Legal Issues Committee of the Mortgage Bankers Association of America and Loan Servicing Committee of the California Mortgage Bankers Association. Marty also served as a member of the Legal Resource Panel of the California Mortgage Association (formerly the California Trust Deed Brokers Association). He is a member of the American Bankruptcy Institute, the REO Managers Association and of the San Diego Bankruptcy Forum.

Marty is rated AV® by Martindale-Hubbell, their highest rating of skill and integrity, indicating very high to pre-eminent legal ability and very high ethical standards as established by confidential opinions from members of the bar. He can be reached at mmcguinn@kirbymac.com.

LUNDBERG

AND ASSOCIATES, PC

MEMO

To: UTA Conference Attendees
From: Brigham J. Lundberg, Lundberg & Associates, PC
Re: Recent Case Law Developments – Utah
Date: November 4, 2019

This memorandum identifies and discusses recent case law in the state of Utah that impacts the default mortgage servicing industry.

UTAH

***Bank of America v. Sundquist*, 2018 UT 58, 430 P.3d 623**

In a case involving the right of a certain entity to act as a non-judicial foreclosure trustee in the state of Utah, the Utah Supreme Court re-evaluated its own prior interlocutory holding in the same case regarding the meaning of word “located” in the National Bank Act, which permits a national bank to act as a fiduciary in any state if the law of the state where the bank is “located” permits it to do so. In its prior ruling, the Court held that the term “located” unambiguously meant the state where the national bank acts as a fiduciary. On appeal from the subsequent judgment, the Court rejected its own prior holding as “clearly erroneous,” determining instead that the term “located” in the Act was ambiguous. The Court then applied Chevron deference to conclude that the Department of the Treasury’s interpretation of the term “located” as the place where primary fiduciary actions and decisions are undertaken by the national bank was reasonable. The case was remanded for a determination of which state law applied to the fiduciary appointment at issue in light of the Treasury’s interpretation.

***Mitchell v. The Bank of New York Mellon*, 2019 WL 2409658, No. 2:18-cv-00636 (D. Utah June 7, 2019)**

A borrower’s FDCPA claims against the bank and the law firm that judicially foreclosed on her property were rejected by the Utah federal district court. Notwithstanding the recent United States Supreme Court decision in *Obduskey v. McCarthy & Holthus*, the court found it did not need to reach the decision whether the bank and the law firm were “debt collectors” under the FDCPA for merely “judicially enforce[ing] mortgages,” because the borrowers claims failed on three other grounds. First, the borrower did not adequately specify any document as the “initial communication” under the FDCPA, as required to support a claim under 15 U.S.C. § 1692g(a). Second, the borrower’s claims under 15 U.S.C. § 1692e were conclusory and not well-pleaded, as they claimed the bank and the law firm made “false, deceptive, and misleading representation[s]” to the court, not to the borrower. And third, the borrower’s claim under 15 U.S.C. § 1692f(6) failed because it only applies to non-judicial foreclosure actions, and here the bank and the law firm foreclosed judicially. Thus, the borrower’s failure to plead sufficient claims against the bank and the law firm resulted in the federal district court passing on what otherwise might have been an opportunity to extend the ruling of *Obduskey* to judicial foreclosures.

***Long v. Halliday*, 768 Fed. App'x 811 (10th Cir. Apr. 10, 2019)**

The 10th Circuit Court of Appeals analyzed the bank's contention that the non-judicial foreclosure trustee was fraudulently named as a defendant in the borrower's litigation against the foreclosing bank in an effort to defeat diversity jurisdiction of the federal court. The Court analyzed these claims in the context of Utah Code section 57-1-22 which states that a trustee is not a required party in an action involving a trust deed "unless the legal action pertains to a breach of the trustee's obligations under the law or under the trust deed." Because the borrower joined the trustee as a defendant in an action that did not pertain to the trustee's obligations, the federal district court found that fraudulent joinder had been established and dismissed the claims against the trustee. (The claims against the bank were dismissed on other grounds.) Borrowers should be wary about fraudulently including non-judicial foreclosure trustees in litigation seeking to prevent foreclosure without alleging some actual wrongdoing by the trustee. Otherwise, they risk having their claims dismissed and being required to pay the trustee's attorney fees.

***Allred v. ReconTrust Co., N.A.*, 2019 WL 4725562, No. 18-4006 (10th Cir. Sept. 26, 2019)**

While this fairly brief Order and Judgment by the 10th Circuit Court of Appeals focuses on a *cy pres* award in the context of the settlement of a class action, it is included here as a warning to would-be foreclosure trustees purporting to wield the power of sale in Utah non-judicial foreclosures. This decision briefly summarizes the turbulent history the ReconTrust Company, N.A. has had over the past several years after acting as a non-judicial foreclosure trustee and foreclosing hundreds (and possibly thousands) of properties in the state of Utah during the mortgage crisis following the Great Recession. In addition to facing numerous other lawsuits challenging the validity of ReconTrust to act as a non-judicial trustee in Utah, ReconTrust also settled this class action lawsuit for in excess of \$1.2 million. The settlement is a reminder to banks and loan servicers to be certain to utilize an authorized non-judicial foreclosure trustee—typically, a licensed attorney or licensed title company—in the state of Utah. Failure to do so could subject the bank's foreclosures to legal challenge and subject the trustee and the bank to monetary liability.

United Trustees Association

2019 Case Law Update

Washington Idaho
Oregon Nevada



Pacific Northwest Case Law Update

- Statutes of Limitation
- WA Consumer Protection Act
- FDCPA Applicability



WA Statute of Limitation



A promissory note and deed of trust, as written contracts, are subject to a six-year statute of limitation. RCW 4.16.040(1).

- 7/11/16: *Edmundson v. Bank of Am., NA* (2016) 194 Wn.App. 920 [378 P.3d 272].
- 4/24/17: *Jarvis v. Fannie Mae* (W.D.Wash. Apr. 24, 2017, No. C16-5194-RBL) 2017 U.S.Dist.LEXIS 62102. (affirmed by *Jarvis v. Fannie Mae* (9th Cir. 2018) 726 F.App'x 666.)
- 7/24/18: *Merceri v. Bank of N.Y. Mellon* (2018) 4 Wn.App.2d 755 [434 P.3d 84].
- 4/2/19: *U.S. Bank NA v. Ukpoma* (2019) 8 Wn.App.2d 254 [438 P.3d 141].
- 8/13/19: *Hernandez v. Franklin Credit Mgmt. Corp.* (W.D.Wash. Feb. 28, 2019, No. C19-0120-JCC) 2019 U.S.Dist.LEXIS 32516.
- 8/13/19: *Terhune v. N. Cascade Tr. Servs., Inc.* (2019) 9 Wn.App.2d 708 [446 P.3d 683].

Edmundson v. Bank of Am., NA

7/11/16: *Edmundson v. Bank of Am., NA* (2016) 194 Wn.App. 920 [378 P.3d 272].

- Court of Appeals of Washington, Division One



Jarvis v. Fannie Mae

4/24/17: *Jarvis v. Fannie Mae* (W.D.Wash. Apr. 24, 2017, No. C16-5194-RBL) 2017 U.S.Dist.LEXIS 62102.

- United States District Court for the Western District of Washington

6/14/18: Affirmed by *Jarvis v. Fannie Mae* (9th Cir. 2018) 726 F.App'x 666.

- United States Court of Appeals for the Ninth Circuit



Merceri v. Bank of N.Y. Mellon

7/24/18: *Merceri v. Bank of N.Y. Mellon* (2018) 4 Wn.App.2d 755 [434 P.3d 84].

- Court of Appeals of Washington, Division One



U.S. Bank NA v. Ukpoma

**4/2/19: *U.S. Bank NA v. Ukpoma* (2019)
8 Wn.App.2d 254 [438 P.3d 141].**

- Court of Appeals of Washington, Division Three



Hernandez v. Franklin Credit Mgmt. Corp.

8/13/19: *Hernandez v. Franklin Credit Mgmt. Corp.* (W.D.Wash. Feb. 28, 2019, No. C19-0120-JCC) 2019 U.S.Dist.LEXIS 32516.

- United States District Court for the Western District of Washington



Terhune v. N. Cascade Tr. Servs., Inc.

8/13/19: *Terhune v. N. Cascade Tr. Servs., Inc.*
(2019) 9 Wn.App.2d 708 [446 P.3d 683].

- Court of Appeals of Washington, Division Two



WA Consumer Protection Act



The trustee or successor trustee has a duty of good faith to the borrower, beneficiary, and grantor. RCW 61.24.010.

“Misrepresenting the legal status of a debt, falsely threatening legal action, and making other false representations to debtors.”

Nevada Case Law Update

- Foreclosure Mediation Program
- HOA Super-Liens



Mediation Related Cases



Pascua v. Bayview Loan Servicing, LLC
(Nev. 2019) 434 P.3d 287.

- Supreme Court of Nevada

Savage v. Deutsche Bank Nat'l Trust Co. 2019 Nev. App. Unpub. LEXIS 130 *; 2019 WL 625701.

- Court of Appeals of Nevada

HOA Related Cases

- *Bank of Am., N.A. v. Thomas Jessup, LLC Series VII* (Nev. 2019) 435 P.3d 1217.
- *Res. Grp., LLC v. Nev. Ass'n Servs.* (Nev. 2019) 437 P.3d 154.
- *Saticoy Bay LLC Series 4500 Pacific Sun*
- *Cogburn Street Trust*
- *Guberland LLC-Series 2*
- *U.S. Bank, National Ass'n ND v. Resources Group, LLC*
- *Saticoy Bay LLC Series 9050 W Warm Springs 2079 v. Nevada Ass'n Services*
- *Daisy Trust v. Wells Fargo Bank, NA*



THANK YOU!

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TEXAS CASE LAW UPDATES – By Stephen T. Hicklin

Pettit v. United States Bank, N.A. (2019 N.D. TX) 2019 U.S. Dist. LEXIS 40614

In this case, the borrower fell into default, the lender accelerated the loan balance, and then failed to complete foreclosure within four years. The borrower filed suit claiming, among other things, that there is a four year statute of limitations for completing a foreclosure sale under Texas law, once the loan has been accelerated and because the sale was more than four years from acceleration, the sale was wrongful. The lender countered arguing that the loan had been accelerated more than four years before the sale but that the acceleration had been rescinded. The case turned on the interpretation of *Landers v. Nationstar Mortgage, LLC* (Tex.App. 2015) 461 S.W.3d 923. The *Landers* court held: “an injunction that did not bar a suit for judicial foreclosure allowed the limitations period of four years to continue to run after acceleration.” The borrower disputed the lender’s claim that the acceleration had been rescinded but the District Court concluded the acceleration had effectively been walked back, so the sale was not time barred.

Garcia v. Reverse Mortgage Solutions, Inc. 2019 Tex.App. LEXIS 5761 *; 2019 WL 2996971

This case is about the doctrine of collateral estoppel and when it applies in a subsequent action. In this case, Terry Garcia took out a reverse mortgage secured by a DOT on real property (“Property”). Terry passed away, leaving his heir, Cindy Garcia, in possession. The holder of the reverse mortgage foreclosed and the Property was purchased by defendant Reverse Mortgage Solutions, Inc. (“RMS”). RMS filed a forceable detainer action to remove Cindy. That action went up on appeal, but no final judgment was entered, although the parties agree the appeal was nonsuited. In a second forceable

detainer action, Cindy raised the defense of collateral estoppel. Collateral estoppel bars a claim only if” (1) the facts to be litigated in the second action were fully and fairly litigated in the first action; (2) those facts were essential to the judgment in the first action; and (3) the parties were adversaries in the first action. In this case, in the absence of a judgment in the first action, Cindy could not demonstrate the issues raised in the second action had been adjudicated in the first action.

Greenway v. Mortgage Research Center, LLC (2019, S.D.TX) 2019 U.S.Dist. LEXIS 72399*; 2019 WL 1930262

In this case, the borrowers’ property was the subject of a non-judicial foreclosure sale. The lender accelerated the loan due to the borrowers’ default. When the borrowers did not reinstate, the lender took the property to sale. The borrowers challenged the sale, in part by asserting that the foreclosing lender lacked standing due to an assignment from MERS in the chain of title. The court, using language familiar from the *Yvanova* case in California held that the borrowers could not attack standing which would only render the sale voidable, not void, and that the assignment from MERS was proper, in any event.

Elbar Investments, Inc. v. Oluyemisi Omokafe Okedokun 593 B.R. 469 (S.D.TX 2019)

Attorney liable for theft under Texas Theft Liability Act. Measure of damages is amount attorney stole minus the amount recovered in other actions.

ARIZONA CASE LAW UPDATES – By Stephen T. Hicklin

2977 Camino Las Palmeras, LLC v. Deutsche Bank Natl. Trust Co. (2019) Ariz App. **Unpublished** LEXIS 747

In this case, Charles and Christa Crowell bought a property in Sierra Vista (“Property”) in 2003. The Crowells refinanced the 2003 DOT in 2006, paying off the existing DOT and taking roughly \$220,000 cash out. Deutsche Bank (“DB”) was the beneficiary of the two DOTs resulting from the refi. Unfortunately, DB did not record these new DOTs until September of 2007. By then, the Crowells had encumbered the property with two intervening DOTs, leaving DB in third position. In 2008, the Crowells stopped making payments to DB and then, in 2010, filed a Chapter 11 bankruptcy petition listing only the first intervening lien holder, J&J, and not the second, Southwest, as a creditor. DB brought an adversary action against J&J and the Crowells the result of which was that the Crowells, DB, and J&J agreed that the Crowells would pay DB, DB’s title insurer would pay J&J \$240,000, and DB would take over J&J’s first priority lien position. The Crowells promptly reneged on the deal. DB obtained relief from stay to pursue a non-judicial foreclosure sale of the Property.

Two and a half years later, DB initiated non-judicial foreclosure of the Property. Charles Crowell then formed 2977 Camino Las Palmeras, LLC (“CLP”), sued DB and J&J to determine their respective lien priorities, and bought Southwest’s position. (Christa Crowell filed for divorce from Charles Crowell in this period; shocking... .) In the end, the Court determined that DB became the first lien holder when it paid off the original 2003 lien by application of the doctrine of **equitable subrogation**; despite the payoff, the lien continued to exist for purposes of the parties; and laches did not bar DB’s claims because it is an equitable defense to a claim and cannot be invoked to “defeat justice but only to prevent injustice.”

Lynaugh v. BMO Harris Bank. N.A. (2019) Ariz App. **Unpublished** LEXIS 126 (Opinion Subject To Change)

In this case, the borrower obtained a loan that could be called due and payable under certain circumstances. That loan was assigned to BMO and BMO called the loan due. Lynaugh stopped paying and BMO initiated non-judicial foreclosure. BMO postponed the foreclosure sale six times but, ultimately, the property sold third party on December 13, 2016. Later that day Lynaugh filed for a TRO and filed a complaint asserting: (1) frauds 1-7; (2) fraud by concealment; (3) accounting; (4) wrongful trustee's sale; (5) setting aside the trustee's sale; (6) slander of title; (7) quiet title; and (8) further courts."

Eventually, BMO moved for and obtained summary judgment. First, the Court ruled that claims that called into question the validity of the foreclosure sale were barred by A.R.S. § 33-811(c), which essentially provides that "Once a non-judicial foreclosure sale has taken place, the only defense that can be raised is lack of notice of the sale." The court concluded that: "Under this statute, a person who has defenses or objections to a properly noticed trustee's sale has one avenue for challenging the sale; filing for injunctive relief." In other words, the failure to raise challenges to a foreclosure sale in a motion for injunctive relief prior to the sale precludes all arguments not based on defective notice.

U.T.A. Legal Update California Edition

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1

2019 Industry Scorecard

- Continuing trend in case law is that appeal courts are very focused on processing of loan modifications and impact on borrower rights.
- Trustees remain protected against most claims but considerable debate over what activities are protected under Obduskey.
- Claims under HOBR continue to find ways to get past early dismissal motions making them more expensive to defend.
- Strict Compliance with Unlawful Detainer statutes is a necessity.
- Sold out junior liens not created simultaneously with senior lien survive foreclosure by senior lien even if held by same beneficiary.

2

ARBITRATION

- Courts increasingly divided over whether companies can use arbitration with consumers and employees.
- Eless v USAA Federal Savings Bank 2019 WL 3997463 (N.D. Cal) .
- Checking account customer would be required to arbitrate claims individually for damages over charges assessed by Bank.
- “The arbitrator may award any damages or other relief permitted by applicable substantive law, including punitive damages....**The arbitrator may award injunctive or declaratory relief that would benefit you or FSB, but the arbitrator may not award injunctive or declaratory relief for the benefit of others who are not named parties to the arbitration proceedings.**

3

Eless v USAA et al.,

- The Supreme Court has stated that the FAA espouses a general policy favoring arbitration agreements. AT & T Mobility v. Concepcion, 563 U.S. 333, 339 (2011).
- Under California law, a waiver of public injunctive relief in any forum is not enforceable, see McGill v. Citibank N.A., 2 Cal. 5th 945 (2017), and that, under Ninth Circuit law, the “McGill rule” is a generally applicable contract defense that is not preempted by the Federal Arbitration Act (“FAA”). See Blair v. Rent-A-Center, Inc., 928 F.3d 819, 830-31 (9th Cir. 2019).) *p. 2.

4

Eiess v USAA

- Gateway questions include “ ‘whether the parties have a valid arbitration agreement or are bound by a given arbitration clause, and whether an arbitration clause in a concededly binding contract applies to a given controversy.’ ”
- Here the court was not convinced the parties had agreed to arbitrate because USAA had the right to unilaterally change the terms and conditions of the checking account agreement.
- Thus, under the general rules where the issue of whether the parties had agreed to the contract was in doubt only the Court can decide the issue of whether a valid contract was formed even if the contract delegated that decision to the arbitrator. Here using JAMS Arbitration rules.

5

Eiess v USAA

- Court must first determine whether the parties entered into an agreement to arbitrate. See *Casa del Caffè Vergnano S.P.A. v. ItalFlavors, LLC*, 816 F.3d 1208, 1211 (9th Cir. 2016).
- When determining the existence of valid arbitration agreements, “federal courts ‘should apply ordinary state-law-principles that govern the formation of contracts.’ ” *Ingle v. Circuit City Stores, Inc.*, 328 F.3d 1165, 1170 (9th Cir. 2003) (quoting *First Options of Chi., Inc. v. Kaplan*, 514 U.S. 938, 944 (1995)).
- Choice of Law: Because California and Texas both permit unilateral retroactive modification of contracts because the action was brought in California, its law would apply.

6

Eiess v USAA

- Contact validity can be delegated to arbitrator if done clearly and unmistakably.
- Issue is open in 9th Circuit whether court can consider the sophistication of the consumer in making decision. See Brennan v. Opus Bank, 796 F.3d 1125 (9th Cir. 2015),
- Compare, e.g., Cordas v. Uber Techs., Inc., 228 F. Supp. 3d 985, 991-92 (N.D. Cal. 2017) (incorporation by reference of AAA rules amounted to clear and unmistakable delegation even when one party was unsophisticated), with Ingalls v. Spotify USA, Inc., No. C 16-03533 WHA, 2016 WL 6679561, at *4 (N.D. Cal. Nov. 14, 2016)

7

Eiess v USAA

- Because plaintiff was unsophisticated Court would decide issue of arbitrability of dispute.
- Eiess has standing to seek public injunctive relief because she has adequately alleged injury-in-fact under current Ninth Circuit law. See Davidson v. Kimberly-Clark Corp., 889 F.3d 956, 969 (9th Cir. 2018).
- California law applies to Ms. Eiess's claims for public injunctive relief, a remedy sought for her UCL and CLRA causes of action. Limited to enjoining USAA from misrepresenting NSF fee policy.
- Claims involving damages plaintiff incurred as a result of the bank's practice could be arbitrated.

8

McGovern v U.S. Bank N.A.

- 2019 WL 329537 (S.D. Cal)
- Class Action based upon charges for accessing ATM machines
- Claims breach of contract and BPC 17200.
- Bank brings motion to arbitrate based upon deposit account agreement. Borrower added claims for public injunction to prevent misrepresenting policy.
- The only dispute is whether the California Supreme Court's holding in McGill v. Citibank, N.A., 2 Cal. 5th 945 (2017), that waivers of the right to seek public injunctive relief in any forum are unenforceable, renders the arbitration agreement as a whole void and unenforceable.

9

McGovern v U.S. Bank N.A.

- “Merely declaring that a claim seeks a public injunction, however, is not sufficient to bring that claim within the bounds of the rule set forth in McGill.” Blair v. Rent-A-Center, Inc., No. C 17-02335 WHA, 2017 WL 4805577, at *2 (N.D. Cal. Oct. 25, 2017) Plaintiff sues to prevent sale, quiet title and unfair debt collection and demurrers are sustained without leave. Trial court grants attorney fees to lender.
- Here, any public injunctive relief sought by McGovern is merely incidental to her primary aim of gaining compensation for injury.
- “public injunctive relief” cannot satisfy the three elements of Article III standing: “[t]he plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” Id. at 1547 (citing Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61 (1992))
- 3rd element lacking as public main beneficiary of action and plaintiff only incidentally.

10

In Re Midland Credit Management Inc. TCP Litigation

- 2019 WL 1676015 (S.D. Cal.)
- Citibank credit card collection with arbitration and choice of law (South Dakota) provisions. Accounts assigned (sold) to Midland and agreement indicated that debt collector could sue to enforce debt.
- Defendants argued that Midland, as the express assignee of Citibank, could enforce the arbitration provisions. Court agreed.
- Citibank could not enforce arbitration clause after assignment. Courts split. *Cain v. Citibank, N.A.*, Civil No. – JFM-16-2930, 2016 U.S. Dist. LEXIS 159153, at *2 (D. Md. Nov. 15, 2016)). Allows. *In re Wholesale Grocery Prods. Antitrust Litig.*, 850 F.3d at 349-351 (8th Cir. 2017) (applying Minnesota law) ; *Koch v. Compucredit Corp.*, 543 F.3d 460, 465-67 (8th Cir. 2008) (Applying Arkansas law) do not allow.

11

Cohen v TNP 2008 Participating Notes Program LLC

- 31 Cal. App. 5th 540 (2019)
- Attorney and law firm's retirement plan filed petition to compel arbitration of claims against real estate investment companies, parent company, and parent company's chief executive officer for breach of promissory notes, breach of guaranty, intentional misrepresentation, and breach of the implied covenant of good faith and fair dealing.
- An attorney does not have standing to petition to compel arbitration of his clients' claims; only the plan that invested or clients of the firm had the standing.
- A signatory to an arbitration agreement can compel a non-signatory parent company of a signatory subsidiary on an agency theory where (a) the parent controlled the subsidiary to such an extent that the subsidiary was a mere agent or instrumentality of the parent and (b) the claims against the parent arose out of the agency relationship;

12

Cohen v TNP 2008 Participating Notes Program LLC

- Arbitrator did not exceed his authority by substituting the attorney's clients as the real parties in interest in the arbitration; 'Whether an arbitration agreement is binding on a third party (e.g., a non-signatory) is a question of law subject to de novo review.' " (Benaroya v. Willis (2018) 23 Cal.App.5th 462, 468
- Distinction for officers and directors signing in a corporate capacity is whether they personally benefited from the contract. If they did they can be compelled to arbitrate. RN Solution, Inc. v. Catholic Healthcare West (2008) 165 Cal.App.4th 1511, 1520,
- Arbitrator did not exceed his authority by denying attorneys' fees to a party that prevailed in the arbitration. The last holding requires us to part company with DiMarco v. Chaney (1995) 31 Cal.App.4th 1809, 37 Cal.Rptr.2d 558 (DiMarco) and agree with Safari Associates v. Superior Court (2014) 231 Cal.App.4th 1400, 182 Cal.Rptr.3d 190 (Safari Associates)

13

Attorney Fees

- Bustos v WFB 39 Cal. App. 5th 369 (2019) 3rd District
- Borrower was prevailing party who could recover fees for getting a TRO based upon HOBR. Borrower did not get either a preliminary or permanent injunction.
- "At the heart" of Bustos's application was a "blatant violation" of the HBOR's prohibition against dual tracking.
- Awarding fees based upon an ex parte TRO hearing did not deprive servicer of due process because servicer had right to argue at fees motion.
- "However, de novo review of such a trial court order is warranted where the determination of whether the criteria for an award of attorney fees and costs in this context have been satisfied amounts to statutory construction and a question of law." ' ' ' (Monterossa v. Superior Court (2015) 237 Cal.App.4th 747, 751,
- Borrower did not file respondent's brief

14

Right to Fees HOBR

- Wells Fargo did not file a written response to Bustos's application or appear at the hearing on her request for a TRO.
- After two stipulated continuances, the trial court denied Bustos's request for a preliminary injunction and vacated the TRO on July 13, 2017.
- The plain text of section 2924.12, subdivision (h) does not discriminate between the different types of injunctive relief—i.e., temporary, preliminary, or permanent. As we have indicated, the statute provides, “A court may award a prevailing borrower reasonable attorney's fees and costs A borrower shall be deemed to have prevailed for purposes of this subdivision if the borrower obtained injunctive relief” (§ 2924.12, subd. (h).) 39 Cal.App.5th 369, 377

15

Cases involving right to legal fees under Civil Code 2924.12 (h).

- Hardie v Nationstar Mortgage LLC 32 Cal. App. 5th 714 (2019) 5th District
- Borrower is prevailing party when obtains TRO.
- The matter was set for hearing on June 12. Nationstar, New Residential, and Aztec were sent notice of the hearing but filed no opposition papers and made no appearance.
- Fee Request within memorandum for TRO was procedurally insufficient to grant attorney fees. However, case remanded for borrower to file a noticed motion for fees.
- A party may seek statutory attorney's fees as costs through any of four methods: (1) on noticed motion, (2) at the time a statement of decision is rendered, (3) on application supported by affidavit made concurrently with a claim for other costs, or (4) on entry of a default judgment. (Code Civ. Proc., § 1033.5, subds. (a)(10)(B) & (c)(5).) In practice, however, a noticed motion is generally required.

16

Right to Legal Fees where litigating with debtor in an adversary proceeding to oppose discharge and timing when fees must be applied for.

- In re Gilman 603 B.R. 437 (BAP 2019)
- Judgment creditor successfully prosecuted adversary to prevent discharge of debt.
- Creditors were awarded attorney fees but were limited to fees incurred within two years of applications based the language of Enforcement of Judgments Act. (EJA).
- Creditor requested an award of \$1,400,000 in attorneys' fees
- Two year look back was not tolled during pendency of bankruptcy under CCP 685.040. The Ninth Circuit, however, has applied CCP § 685.040 in a federal diversity case. Federal diversity litigants may invoke CCP § 685.040 through Civil Rule 69, which applies in bankruptcy proceedings through Rule 7069. See Carnes v. Zamani, 488 F.3d 1057, 1060 (9th Cir. 2007)

17

Judgment Creditor SOL for bringing fees actions and tolling of same during bankruptcy.

- CCP § 685.040: "The judgment creditor may claim costs authorized by [CCP §] 685.040 by noticed motion. The motion shall be made before the judgment is satisfied in full, but not later than two years after the costs have been incurred." Cal. Code Civ. Proc. § 685.080(a).
- That said, when § 108(c) does apply, it does "not operate without regard to existing nonbankruptcy law to stop the running of any periods of limitation." Smith v. Smith (In re Smith), 352 B.R. 702, 706 (9th Cir. BAP 2006); Aslanidis v. U.S. Lines, Inc., 7 F.3d 1067, 1073 (2d Cir. 1993) ("The reference in § 108(c)(1) to 'suspension' of time limits clearly does not operate in itself to stop the running of a statute of limitations; rather, this language merely incorporates suspensions of deadlines that are expressly provided in other federal or state statutes."). As the plain language of § 108(c) states, the prepetition statute of limitations expires the later of either the end of the period or 30 days after termination of the stay. 11 U.S.C. § 108(c).

18

Menco Pacific v Int'l Fidelity Insurance Co. 2019 WL 653086 (C.D. Cal)

- Debtor appealed decision of bankruptcy court denying its motion for attorney fees after debtor defeated a Motion for Relief From Stay brought by Creditor.
- A motion for relief from stay is generally not an “action on a contract” within the meaning of § 1717(a) because the enforceability of the contract is not an issue, rather the bankruptcy court acts only to resolve the question of federal bankruptcy law and there is no basis in this case to award attorney’s fees under federal law. See *In Re Johnson*, 756 F.2d 738, 739-740 (9th Cir. 1985).
- Litigation over a Proof of Claim could be under a contract if addresses validity and enforceability of underlying contract.

19

Right to legal fees in Bankruptcy Generally

- *Travelers Casualty & Surety Co. of America v. Pacific Gas & Electric Co.*, 549 U.S. 443 (2007), held that a request for an award of attorney’s fees based on a contract is not precluded simply because the fees were incurred in connection with bankruptcy litigation. 549 U.S. at 453-54.
- *Barrientos v. 1801-1825 Morton LLC*, 583 F.3d 1197, 1216 (9th Cir. 2009). In *Barrientos*, low-income tenants sought a permanent injunction and declaratory judgment based on the claim that their landlord violated federal housing law and the Los Angeles Rent Stabilization Ordinance. Action considered on the contract because it was enforcing rights under lease even though the claims were brought under federal law.

20

Annulment of Stay Prevents Action for Stay Violation

- Oya v Wells Fargo Bank N.A. 2019 WL 4537304 (S.D. Cal)
- Borrowers defaulted in April 2014 and filed six bankruptcies after NOD recorded in 2016.
- 11 days after foreclosure sale in June 2018, bidder filed motion to annul stay retroactively after the case was dismissed the Court granted the order. Wells filed its separate motion 7 months later which was granted
- Those contempt cases are distinct from the instant case where a stay is annulled. In the case of contempt, the reversal of an injunction does not change the fact that the injunction was in place when the party violated it. In the case of retroactive annulment, however, the automatic stay is treated “as if it never existed.” In re Williams, 124 B.R. 311, 316 (Bankr. C.D. Cal. 1991) (hereinafter In re Williams (1991)).” id at *4.

21

Obduskey v McCarthy & Holthus et al,.

- 139 S. Ct. 1029 (2019)
- Law firm engaged in business of non judicial foreclosure following state law is not a debt collector subject to the FDCPA.
- Case went to Supreme Court to settle dispute among Circuit Courts of Appeal, the 2nd, 4th, and 6th ruling non judicial foreclosure is debt collection and the 9th and 10th Circuits (including Ho v Recontrust) ruling that non judicial foreclosure following state law is enforcement of a security interest and exempt from the definition of debt collector under 15 USCA 1692a (6)
- “debt collector,” defined under FDCPA as any person “in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or asserted to be owed or due another,”.

22

Obduskey v McCarthy & Holthus

- This is not blanket immunity for trustees.
- First, required to follow foreclosure statute. The question is whether other provisions of the Act apply. And they do if, but only if, McCarthy falls within the scope of the Act's primary definition of "debt collector."
- California law does not require a letter to the borrower but most FNMA/FHLMC loan documents require a 30 day notice of intent to accelerate. If the trustee sends it following state foreclosure law or the directive of the lender.
- Sending loss mitigation letters is in the same category.
- Second, debt collectors remain prohibited from taking or threatening to take any nonjudicial action to effect dispossession or disablement of property under certain enumerated conditions.
- Third, if the assignment chain is not complete does the current servicer/beneficiary have the authority to substitute the trustee and initiate the foreclosure process.

23

Obduskey v McCarthy & Holthus

- Fourth: Trustee is not protected if it fails to validate the debt when requested to do so
- Fifth: No annoying harassing collection calls to the borrower or calls to third parties to reach the borrower. 16 USCA 1692c (b) unless latter is authorized by writing by borrower.

24

Barefield v HSBC Holdings PLC, et al

- 2018 WL 6436258 (E.D. Cal.)
- After case removed from state court motions to dismiss were successful leaving only a sole claim under the Rosenthal Fair Debt Collections Practices Act (RDCPA). Plaintiff sought remand to state court.
- Amount in controversy must be \$75,000 if basis of federal jurisdiction is diversity.
- No right to punitive damages in a RDCPA case. See, e.g., Alford v. JP Morgan Chase Bank, N.A., No. 16-CV-04723-HSG, 2017 WL 6611652, at *4 (N.D. Cal. Dec. 27, 2017) (granting summary judgment and holding that punitive damages are unavailable for RFDCPA claims); Varnado v. Midland Funding LLC, 43 F. Supp. 3d 985, 993–94 (N.D. Cal. 2014) (“it appears that California courts do not find that the Rosenthal Act authorizes punitive damages”); Komarova v. Nat’l Credit Acceptance, Inc., 175 Cal. App. 4th 324, 341 (2009)

25

Contreras v Nationstar Mortgage LLC

- 2019 WL 668198 (E.D. Cal.)
- Class Action for Inspection Fees and Pay to Pay Scheme (charging a fee to process a check or bank debit card for immediate credit).
- Original complaint dismissed and required plaintiffs to give Nationstar notice and opportunity to cure. **Letters sent and ignored.** Attempt to dismiss based upon insufficient notice denied.
- Statute of Limitations SOL for FDCPA and RFDCPA is one year. 15 U.S.C. § 1692k(d); Cal. Civ. Code § 1788.30(f); Mangum v. Action Collection Serv., Inc., 575 F.3d 935, 939 (9th Cir. 2009)
- Issue whether the SOL is tolled

26

Contreras v Nationstar et al.,

- Equitable tolling is extended only sparingly by the courts, and it is generally awarded in two situations: (1) where the claimant has actively pursued his judicial remedies by filing a defective pleading during the statutory period, or (2) where the complainant has been induced or tricked by his adversary's misconduct into allowing the filing deadline to pass." *Wilson v. Gordon & Wong Law Group, P.C.*, Case No. 2:13-cv-00609, 2013 WL 6858975 (E.D. Cal. Dec. 24, 2013); *Id.* * 3-4.
- Here one plaintiff Yager contacted Nationstar in January 2013 but did not learn until December 2015 that only borrowers in default had to pay a "convenience fee". SOL not tolled because he did not learn about purpose of fee until he consulted counsel.

27

Norton v LVNV Funding LLC

- 2019 WL 4051758 (N.D. Cal.)
- Class action for FDCPA, RFDCPA and BPC 17200 where law firm prosecuted wage garnishment in name of entity Arrow which went out of business in California after judgment entered.
- Law Firm represented to legal aid attorney that it represented LVNV who acquired judgment but did not file an acknowledgment of assignment as required by CCP 673. Legal aid moves to quash prior wage garnishments and granted.
- Non compliance with CCP 673 basis for class action.

28

Norton v LVNV Funding LLC et al.,

- ." 15 U.S.C. § 1692(a)(5). The statute "is limited in its reach 'to those obligations to pay arising from consensual transactions, where parties negotiate or contract for consumer-related goods or services.' " Turner v Cook 362 F. 2d 1219, 1226-7 (9th Cir. 2004). See also CC 1788.2 (f) (e).
- Allegation on information and belief a personal credit card debt sufficient.
- SOL original complaint and judgment in 2008 and law firm substituted in 2012 and initiated wage garnishment.

29

Norton v LVNV Funding LLC et al.,

- Law firm argued that a September 2017 writ of execution does not constitute a new FDCPA violation that restarts the statute of limitations. Mot. at 13; see Martin v. Sessoms & Rogers, P.A., 2010 WL 3200015, at *3-4 (E.D. N.C. Aug. 12, 2010) ("[N]ew communications concerning an old claim do not start a new period of limitations.") (further quotations and citations omitted)); Castellanos v. Deutsche Bank, 2014 WL 2197617 ("New communications about old claims do not constitute violations of the FDCPA [and] maintaining a lawsuit or the course of litigations is not, in itself, a continuing violation of the FDCPA." Id. p. 6.
- Claims before August 2017 violated SOL.
- Writ of Execution is not a communication about a debt i.e. not communicative. Each writ is a violation. Malik v. Unifund CCR Partners, 2009 WL 5197820, at *5 (W.D. Wash. Dec. 22, 2009)

30

Norton v LVNV Funding LLC et al.,

- Filing an invalid judgment lien is a violation of the FDCPA. Stennett v. Midland Funding, LLC, No. 16-cv-00656-CRS, 2017 WL 1205589, at *2 (W.D. Ky. Mar. 30, 2017); see also Osinubepi-Alao v. Plainview Fin. Servs., Ltd., 44 F. Supp. 3d 84, 91 (D.D.C. 2014).
- The discovery rule permits a plaintiff to demonstrate that the statute of limitations began running when the plaintiff discovered the injury rather than when the injury occurred. Lyons v. Michael & Associates, 824 F.3d 1169, 1173 (9th Cir. 2016). knows ‘both the existence and the cause of his injury.’
- The Ninth Circuit has applied the discovery rule in FDCPA cases. See Mangum v. Action Collection Serv., Inc., 575 F.3d 935 (9th Cir. 2009)

31

Stevens v Harveston Community Association

- 2019 WL 167024 (C.D. Cal.)
- Foreclosure Trustee performing trustee services sending NOD and NOS is not a debt collector for HOA liens. Hundal v. Eagle Vista Equities, LLC, 726 F. App’x 543, 544 (9th Cir. 2018) (citing Ho, 858 F3d at 572–73.
- ALS charged illegal late fees and interest on assessments, \$185.00 vesting fee. Refused partial payments and refused to apply partial payments to assessments. Sufficient to allege ALS is a debt collector.

32

Timlick v National Enterprise Systems Inc.

- 35 Cal. App. 5th 674 (2019)
- Consumer brought putative class action against debt collector for type-size violation of Consumer Collection Notice law. Type is curable under RFDCPA 15 day correction period. CC 1788.30 (a) & (d).
- Amendment to Rosenthal Act that subjected debt collectors to the remedies in the federal Fair Debt Collection Practices Act (FDCPA) did not impliedly repeal defense available under Rosenthal Act for cured violations; nothing in text of amendment indicated legislative intent to repeal, and legislature could rationally have intended to broaden the remedies available to debtors in Rosenthal Act suits while also maintaining ability of debt collectors to promptly correct curable violations.

33

Timlick v National Enterprise Systems Inc

- RFDCPA based upon FDCPA allows class actions as permitted in 1692k of the FDCPA incorporated into RFDCPA by CC 1788.17. p. 682.
- Ninth Circuit Court of Appeals addressed this very issue in *Afewerki v. Anaya Law Group* (9th Cir. 2017) 868 F.3d 771 *683 (*Afewerki*), holding that section 1788.17 did not remove or delete section 1788.30 's defense for cured violations.

34

Black Sky Capital LLC v Cobb

- 7 Cal. 5th 156 (Cal. Supr. Ct. 2019)
- Creditor holding two liens against property foreclosed on senior lien and brought action to enforce junior lien. Trial Court ruled in favor of borrower and Court of Appeal (4th DCA, Div. 2) reversed and remanded.
- Supreme Court accepted review.
- Cobb borrowed \$10.229M first in 2005 and \$1.5M 2nd in 2007 from Citizens Business Bank secured by a commercial property in Rancho Cucamonga.
- Citizens sold loans in January 2014 to Black Sky which proceeded with non judicial foreclosure of the senior lien in June 2014.
- p. 163: “The question here is whether section 580d bars a deficiency judgment on a junior lien held by a senior lienholder that sold the property comprising the security for both liens. **We do not consider whether section 726 or any other statute bars or limits such a deficiency judgment; the question before us concerns only section 580d.**”

35

Black Sky Capital, LLC v. Cobb

- Held that a beneficiary which held both senior and junior liens at the time of the foreclosure sale could foreclose on the senior lien non judicially and sue the borrower personally for a deficiency without violating the “one form of action rule” contained in CCP 726.
- Supreme Court overruled significant Court of Appeal precedent including, Bank of Bank of America, N.A. v. Mitchell (2012) 204 Cal.App.4th 1199, 1207, 139 Cal.Rptr.3d 562; Ostayan v. Serrano Reconveyance Co. (2000) 77 Cal.App.4th 1411, 1422, 92 Cal.Rptr.2d 577; Evans v. California Trailer Court, Inc. (1994) 28 Cal.App.4th 540, 552, 33 Cal.Rptr.2d 646.) ; and Simon v. Superior Court, (1992) 4 Cal.App.4th 63, 5 Cal.Rptr.2d 428.
- Enforcement of a junior lien created separate and apart from a senior lien is not a deficiency under CCP 580d and Roseleaf Corp. v. Chierighino (1963) 59 Cal.2d 35, 43, 27 Cal. Rptr. 873, 378 P.2d 97 (Roseleaf), which held that section 580d does not preclude a deficiency judgment for a non-selling junior lienholder. Id. p. 158.

36

Black Sky Capital, LLC v. Cobb

- Decision p.161 discussed that the decision squared with keeping the creditor's enforcement mechanism private sale vs. public auction intact.
- WILL NOT APPLY to seller carry back loans where the risk of price fluctuation is shifted to the seller.
- Caveat will not always apply in every situation including "piggy back loans, or intentional loan splitting, i.e. the infamous 80-10-10 loans of the pre rescission era.
- Will not apply where notes do not arise from intentional loan splitting. The loans Black Sky purchased were created two years apart thus no attempt by original creditor to evade the intent of CCP 580d.
- There was no recovery at foreclosure sale in excess of what any junior lienholder would be able to recover or **any allegation of irregularity at public auction;**

37

Black Sky Capital, LLC v. Cobb

- One case Cadlerock Joint Venture, L.P. v. Lobel (2012) 206 Cal.App.4th 1531, 143 Cal.Rptr.3d 96 (Cadlerock) questioned the assumptions in the Simon line of cases at p. 1549.
- In Cadlerock a debt buyer purchased both senior and junior liens and transferred the junior lien to a different entity prior to the sale.
- Because both liens were not held by the same party at the time the senior lien foreclosed, the junior lien could be enforced without creating a deficiency.

38

Black Sky Capital, LLC v. Cobb

- Cobb argued that allowing the junior lien to pursue a deficiency would allow beneficiaries to structure transactions in such a way to encourage deficiencies
- Simon for example the liens were created 4 days apart. Here, two years apart.
- Look to substance not form of transactions when determining applicability of antideficiency statutes. *Coker v JP Morgan Chase Bank N.A.* (2016) 62 Cal. App. 4th 667, 676-681.
- “Black Sky’s purchase of the property for \$ 7.5 million at a public auction in October 2014 was “substantially less than the appraised value of the Subject Property as of August 1, 2013”—with no evidence of irregularity at the public auction or price stability between the appraisal and auction—is not enough to suggest that \$ 7.5 million was a lowball bid designed to “effect an excessive recovery by obtaining a deficiency judgment” on the junior lien.” *id.* p. 165.

39

Citrus El Dorado, LLC v Chicago Title Company

- 32 Cal.App.5th 943 (2019)
- \$13.4M loan secured by residential tract in La Quinta by Heritage Bank NA to the borrower. Heritage failed and loan went to FDIC and then to Stearns Bank.
- Stearns declares a default and appoints Chicago Title as substitute trustee.
- FNBN Rescon I, LLC (Rescon) as the “present Beneficiary” of the deed of trust, and shows that it was executed by Stearns as Rescon’s “exclusive servicing agent.”¹
- After foreclosure in 2015 borrower sued lender and trustee.

40

Citrus El Dorado, LLC v Chicago Title Company

- Substitute trustee did not have any duty to verify that the beneficiary received a valid assignment of the loan or to verify the authority of the person who signed the substitution of trustee.
- Allegations were insufficient to survive demurrer based on procedural irregularities; and
- 3 purported irregularities in notice of default were at most mere technical violations of the foreclosure process which did not prejudice developer landowner.

41

Citrus El Dorado, LLC v Chicago Title Company

- “Here, neither the deed of trust nor the governing statutes expressly create a duty on the part of Chicago Title to verify that the beneficiary received a valid assignment of the loan or to verify the authority of the person who signed the substitution of trustee. Citrus has not cited, and we have not discovered, any authority holding a trustee liable for wrongful foreclosure or any other cause of action based on similar purported failures to investigate. To the contrary, the trustee generally “has no duty to take any action except on the express instruction of the parties or as expressly provided in the deed of trust and the applicable statutes.” Id. p. 948-949.

42

Citrus El Dorado, LLC v Chicago Title Company

- Limited scope of trustee's duties under both non judicial foreclosure statutes and common law.
- Lupertino v. Carbahal (1973) 35 Cal.App.3d 742 distinguished.
- To successfully challenge a foreclosure sale based on a procedural irregularity, the plaintiff must show both that there was a failure to comply with the procedural requirements for the foreclosure sale and that the irregularity prejudiced the plaintiff. (Knapp v. Doherty (2004) 123 Cal.App.4th 76, 96.
- Must allege facts demonstrating any prejudice flowing from the purported defects in the notice of default, that is, demonstrating that the defect impaired Citrus's "ability to protect [its] interest in the property." (Ram v. OneWest Bank, FSB (2015) 234 Cal.App.4th 1," Id. p. 951

43

Branzuela v JPMC

- 2019 WL 5156722 (N.D. Cal.)
- Nephew of deceased borrower acquires no rights as successor under CC 2924.12 as nephew is not a successor under CC 2920.7.
- 'Successor in interest' means a natural person who provides the mortgage servicer with notification of the death of the mortgagor or trustor and reasonable documentation showing that the person is the spouse, domestic partner, joint tenant as evidenced by grant deed, parent, grandparent, adult child, adult grandchild, or adult sibling of the deceased borrower, who occupied the property as his or her principal residence within the last six continuous months prior to the deceased borrower's death and who currently resides in the property.

44

Branzuela v JPMC

- Nephew also made a claim under federal law. The federal mortgage servicing rules are enforceable by “confirmed successors in interest,” but not by potential successors in interest.² See 12 C.F.R. § 1024.41(a); id.
- JPMC recorded NOS on 12-3-18 but Branzuela did not become a successor until 12-26-18.
- The federal mortgage servicing rules are enforceable by “confirmed successors in interest,” but not by potential successors in interest.² See 12 C.F.R. § 1024.41(a); id.
- Leave to amend granted.

45

DUTY OF CARE IN LOAN MODIFICATIONS

- Powell v Wells Fargo Bank 2019 W.L. 2288112 (N.D. Cal).
- \$473K loan to purchase duplex in Oakland. Borrowers divorced.
- Loan due for 2-1-08.
- 2008 forbearance broken; 2009 loan modification not accepted.
- Husband submitted 4 more RMAs from 2012 to 2015.
- Court noted split between Alvarez v. BAC Home Loans Servicing, L.P., 228 Cal. App. 4th 941, 944 (2014) (citing Luera v. BAC Home Loans Serv., LP, 221 Cal. App. 4th 49, 62 (2013)) on duty of care issue.

46

DUTY OF CARE IN LOAN MODIFICATIONS

- Federal Courts generally hold that there is no duty of care in loan modifications.
- Id. *7 See *Anderson v. Deutsche Bank Nat'l Tr. Co. Americas*, 649 Fed. App'x. 550, 552 (9th Cir. 2016) ("[W]hen 'the lender did not place the borrower in a position creating a need for a loan modification no moral blame ... attaches to the lender's conduct.' ") (quoting *Lueras*, 221 Cal. App. 4th at 67); *Badame v. J.P. Morgan Chase Bank, N.A.*, 641 Fed. App'x. 707, 709-10 (9th Cir. 2016) ("Chase did not owe Plaintiffs a duty of care when considering their loan modification application because 'a loan modification is the renegotiation of loan terms, which falls squarely within the scope of a lending institution's conventional role as a lender of money.' ") (quoting *Lueras*, 221 Cal. App. 4th at 67); *Deschaine v. IndyMac Morg. Servs.*, 617 Fed. App'x. 690, 692 (9th Cir. 2015).

47

DUTY OF CARE IN LOAN MODIFICATIONS

- *Sheen v Wells Fargo Bank N.A.* (2019) 38 Cal App. 5th 346.
- \$500K first, 168K 2nd and 82K 3rd. Wells modified 1st.
- Wells sold second to Mirabella Investments Group serviced by FCI Lender Services. Wells ultimately wrote off 3rd. Mirabella foreclosed and sold to a third party.
- Borrower confused by language in Wells letters and thought Wells was treating his loan as unsecured before selling it.
- Favors *Lueras* ruling no duty of care in contract negotiations.
- Relied upon Supreme Court ruling in *Southern California Gas Leak Cases* (2019) 7 Cal.5th 391, 247 Cal.Rptr.3d 632, 441 P.3d 881 (*Gas Leak Cases*) regarding whether to extend tort liability in cases where there is no personal injury or property damage.

48

DUTY OF CARE IN LOAN MODIFICATIONS.

- 3 claims negligence, intentional infliction of emotional distress and BPC 17200.
- Sheen's losses are purely economic. Economic loss rule there is no duty to the borrower.
- Case contains an extensive citation to cases around the country. 23 states refuse to find duty.
- Breach of contract,
- Negligent misrepresentation,
- Promissory estoppel, or
- Fraud.
- California Foreclosure Prevention Act (Civ. Code, § 2924 et seq.),
- California Homeowner Bill of Rights (Civ. Code, § 2920 et seq.),
- Perata Mortgage Relief Act (Civ. Code, § 2923.5),
- Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.),
- Home Affordable Modification Program (12 U.S.C. § 5201 et seq.), or
- Truth in Lending Act (15 U.S.C. § 1601 et seq.)

49

Peterson v Wells Fargo Bank N.A.

- 2019 WL 1318373 (N.D. Cal.)
- TRO request on a \$900K first in Santa Rosa originally with World and now owned by Wells. 2 prior suits both of which borrower lost.
- Parties settled 2nd suit by Wells agreeing to conduct a new review of a loan modification application with NO promises.
- Denied loan mod based upon NPV in October 2018.
- Case removed.
- Day before sale in March 2019 borrower moves for a TRO to prevent sale.

50

Peterson v Wells Fargo Bank N.A.

- breach of the confidentiality agreement and negligent review of their loan modification application.
- In most cases the borrower has the balance of equities.
- Id. * 3-4 “But there is no rule favoring plaintiffs in every context, and this case demonstrates why. Without dispute, Plaintiffs have made no payments on their loan—and thus have lived in their home payment-free—for six years. Numerous courts have found the balance of equities tip against plaintiffs who were far less delinquent than Plaintiffs here. See, e.g., *Frias v. Wells Fargo Bank*, No. C-13-00075 EDL, 2013 WL 321690, at *5 (N.D. Cal. Jan. 28, 2013) (finding the balance of equities tipped against a plaintiff who was more than two years late on payments); *Vera v. Wells Fargo Bank, N.A.*, No. CV-10-01568-PHX-MHM, 2010 WL 11629099, at *3 (D. Ariz. Aug. 27, 2010) (finding the balance of equities tipped against a plaintiff who was less than one year late on payments); *Alcaez v. Wachovia Mortg. FSB*, 592 F. Supp. 2d 1296, 1305–06 (E.D. Cal. 2009) (finding the balance of equities tipped against a plaintiff who was more than one year late on payments).

51

HOBR 2019

- *Wheeler v Specialized Loan Servicing* 2019 WL 6334297 (S.D. Cal.)
- After several transfers loan serviced by SLS.
- April 2017 loan mod denied in May 2017 in part because Wheeler was 106 months delinquent and his income was 1/3 of his monthly obligations.
- 5-17-2017 Wheeler appeals but SLS records .
- under Section 2923.6(g), SLS “was under no obligation to respond to Plaintiff’s request in 2017 absent a material change in Plaintiff’s financial circumstances that was documented and submitted to [SLS].”

52

HOBR 2019

- Travis v Nationstar Mortgage LLC 733 Fed. Appx. 371 (9th Cir. 2019)
- Under the rule of statutory continuity, mortgagors could still pursue their claims against their former mortgage servicer and trustee under the deed of trust that secured their mortgage, which were brought under two provisions of the California Homeowner Bill of Rights that were repealed while homeowners' appeal from the dismissal of these claims was pending, where one such provision was simultaneously reenacted word-for-word as to all provisions relevant to this appeal, and second provision was simultaneously reenacted with somewhat different language, but still protected the same rights that mortgagors sought to enforce. Cal. Civ. Code §§ 2923.6, 2923.5, 2923.55, 2924.11.

53

HOBR 2019

- Change in mortgage terms did not constitute a violation of prohibition against dual tracking.
- Filing of an inaccurate due diligence declaration attached to NOD failed to allege how the inaccuracy caused them injury.
- No claim for servicer not discussing alternatives to foreclosure in the absence of allegations as to how the foreclosure alternatives mortgagors would have sought, had they received an answer to their loan modification application from servicer, would have avoided or reduced the damages they alleged. Cal. Civ. Code §§ 2923.4(a), 2923.7, 2924.10, 2924.12(b), 3281.

54

HOBOR 2019

HBOR's private right of action for violations of lenders' obligations promptly to communicate with borrowers would serve no purpose if borrowers could not sue for damages caused by failures to communicate promptly. See Cal. Civ. Code § 2924.12(b).

. Borrower granted leave to amend.

55

HOBOR 2019

- Ogamba v Wells Fargo Bank N.A. 2019 W.L. 4013642 (E.D. Cal.)
- Borrower defaulted on her loan after two loan mods.
- In 2015 borrower sought another modification but Wells refused to modify her loan.
- Suit settled for another review with no promises.
- During this review Wells requested signature of ex husband even though he had quitclaimed property to Ms. Ogamba.
- In July 2017 borrower submitted another loan modification with ex husband's signature listing significant income from an in home business and a Lyft driver.

56

HOBR 2019

- Ogamba claimed but could not provide proof she sent additional documents to Wells or had conversations with Wells to postpone her 7-19-07 foreclosure sale.
- When Wells Fargo conducted the trustee's sale of her home, former HBOR section 2923.6(c), as relevant here, prohibited a servicer from conducting a trustee's sale while a borrower's "complete application for a first lien loan modification" was pending. Cal. Civ. Code § 2923.6(c) (2017)
- Section 2923.6(c), which is identical to its 2017 version, section 2923.6(c) (2017), except it now provides that any modification application must be submitted to the "servicer at least five business days before a scheduled foreclosure sale." Id. ¶ 2923.6(c) (2019).

57

HOBR 2019

- July 2017 loan mod was not required to be reviewed because no documentation of a "material change in financial circumstances" because she used the same numbers as in her March applications.
- Borrower argued March apps not denied because they were incomplete but Wells gave her a 5-7-17 deadline and there was no evidence borrower supplied missing documentation by that date.
- Wells not required to review July application.

58

HOBR 2019

- Martia v Specialized Loan Servicing, LLC 2019 W.L. 4132500 (C.D. Cal.)
- 2013 loan modification but defaulted again and resubmitted in April 2017 complete application.
- NOD filed in September 2017 without a response to pending application.
- 2nd complete application in November 2017.
- February 2018 NOS. Multiple requests for reinstatement ignored.
- Contact PRIOR to NOD satisfies CC 2923.55. Schmidt v. Citibank, N.A., (2018) 28 Cal. App. 5th 1109, 1122,
- CC § 2923.6 does not apply where ... a plaintiff has already defaulted on prior loan modifications.” Montes v. Wells Fargo Bank, N.A., No. 2:16-CV-01405-KJM-AC, 2017 WL 4758923, at *5 (E.D. Cal. Oct. 20, 2017) (citing Deschaine v. IndyMac Mortg. Servs., 617 F. App’x 690, 694 (9th Cir. 2015));

59

HOBR 2019

- Therefore, under the version of the statute in effect when the NOS was recorded, i.e., the 2018 version, “a servicer is not obligated to review a modification application from a borrower who was previously denied, even if the borrower experienced a material change in circumstances since the last denial.” Haynish, 2018 WL 2445516, at *5.
- No CC 2923.7 claim where borrower defaults on mod. Siphengphone v. Wells Fargo Bank, N.A., 2018 WL 2011044, at *4 (S.D. Cal. Apr. 30, 2018)
- The plain text of 12 C.F.R. § 1024.41(g) appears to apply only to the November Application, as 12 C.F.R. § 1024.41(g) applies where “a borrower submits a complete loss mitigation application after a servicer has made the first notice or filing ... for any judicial or non-judicial foreclosure process”

60

HOBR 2019

- Hernandez v Wells Fargo Bank N.A. 2019 W.L. 1601388 (C.D. Cal.)
- Loan serviced by PHH at all times but assigned to Wells around 2017.
- August 2017 NOD filed after loan mod application sent.
- November 2017 borrower notified complete but denied due to insufficient income. Resubmitted and denied again.
- CC § 2923.5 claim is deficient because the Declaration of Compliance attached to the NOD establishes that Defendants complied with the pre-NOD outreach requirements.
- Declaration attached to a notice of default to be prima facie evidence of compliance with HBOR outreach requirements, defeating conclusory allegations to the contrary. See, e.g., Wyman v. First Am. Title Ins. Co., 2017 WL 1508864, at *3 (N.D. Cal. Apr. 27, 2017) and others.

61

HOBR 2019

- Section 2924.11 does not prevent recording a notice of default while a loan modification application is pending; the provision only bars recording a notice of trustee's sale or conducting a trustee's sale while an application is pending.
- Reason: new application not received until after NOS recorded and prior applications were denied prior to recording NOS.

62

HOBR 2019

- Potocki v Wells Fargo Bank N.A. (2019) 38 Cal. App. 5th 566 (3rd Dist.)
- Demurrer to TAC sustained without leave to amend.
- During litigation borrower submitted loan modification application for HAMP and non HAMP Trial Payment program.
- “[We] do not have the contractual authority to modify your loan because of limitations in our servicing agreement.” p. 568
- Approved for the Non HAMP but required a \$171K payment, “essentially a denial”.
- Subdivision (f)(2) further requires that “[i]f the denial was based on investor disallowance, the specific reasons for the investor disallowance” must be given. (§ 2923.6, subd. (f)(2), i

63

HOBR 2019

- Wells argued since there was no sale, borrower only entitled to injunctive relief. CC 2924.12 (a) (1).
- We disagree. Without knowing the investor's actual reason for denying the HAMP modification, we cannot say for certain that the failure to provide “specific reasons for the investor disallowance” was not material.

64

HOBR 2019

- Reed v Clear Reconveyance et. al., 2019 WL 2061103 (N.D. Cal.)
- Borrower received and defaulted on two loan modifications.
- The court denied the motion to dismiss the HBOR claim because, while a borrower's knowledge of loan-modification options can mean that a violation of HBOR is not material, Foote v. Wells Fargo Bank,, 2016 WL 2851627, at *5–6 (N.D. Cal.), no case supports the conclusion as a matter of law that a borrower's compliance with HBOR is excused because years earlier, a borrower obtained a loan modification.

65

Landlord Tenant

- Dr. Leevil, LLC v Westlake Health Care Center (2018) 6 Cal. 5th 474
- Purchaser at foreclosure sale gave 3 day notice to owner PRIOR to obtaining a RECORDED TDUS.
- Unlawful Detainer is invalid.
- “The question we decide is whether perfection of title, which includes recording the trustee’s deed, is necessary before the new owner serves a three-day written notice to quit on the possessor of the property or whether perfection of title need only precede the filing of the unlawful detainer action. We conclude that the new owner must perfect title before serving the three-day written notice to quit. Because the Court of Appeal reached a different conclusion, we reverse the judgment of the Court of Appeal.” p. 477

66

Landlord Tenant

- P. 479 “all three conditions of section 1161a(b)(3), including perfection of title, were prerequisites to Dr. Leevil having any right to the remedy section 1161a(b) affords. And in this context, perfection of title requires that the instrument of conveyance (the trustee’s deed) be recorded pursuant to Government Code section 27280.”
- UD actions are strictly construed and procedures must be strictly followed. Similar to HOA lien sales.
- The problem with this argument is that, under section 2924h(c), the sale is not “deemed perfected” on the original sale date until the deed is recorded. Before the deed is recorded, the sale is neither “perfected” (§ 1161a(b)(3)) nor “deemed perfected” (§ 2924h(c))—it is just a sale—and it was before the deed was recorded that Dr. Leevil served the three-day written notice at issue in this case. Id. p. 482.

67

Landlord Tenant

- Bawa v Terhune (2019) 33 Cal. App. 5th Supp. 1
- LL refusal to accept rent one penny short without legitimate intent other than to manufacture a default in order to evict tenant, could be used as defense by tenant.
- The word “default” is not defined by the statute. But, given the context in which it is used, it is apparent the common definition, “failure to do something required by duty or law,” was intended.
- California Uniform Commercial Code section 3310, subdivision (b), provides, in relevant part, “Unless otherwise agreed ..., if ... an uncertified check is taken for an obligation, the obligation is suspended to the same extent the obligation would be discharged if an amount of money equal to the amount of the instrument were taken, and the following rules apply: [¶] (1) ... suspension of the obligation continues until dishonor of the check or until it is paid or certified. Payment or certification of the check results in discharge of the obligation to the extent of the amount of the check.”

68

Landlord Tenant

- Failure to retender after 3 day given is not fatal.
- [A] ‘ “trivial” or “de minimis” breach [of a rental obligation] is not sufficient ground for termination....’ [

69

Landlord Tenant

- DiLisi v Lam (2019) 39 Cal. App. 5th 663
- LL required to act in Good Faith in order to evict tenant particularly in Under San Francisco rent control ordinance.
- State of mind provisions in city rent control ordinance's relative move-in provision, which allowed landlord “to recover possession in good faith, without ulterior reasons and with honest intent,” for use or occupancy of relative, and which provided that the relative move-in must be the landlord's “dominant motive for recovering possession,” are not unconstitutionally vague; stated ground for the eviction must in fact be the actual reason the landlord is seeking possession of the unit and not a pretext for some other motivation, and jury examination of landlord's motives is not an issue of constitutional vagueness, but rather a potential consequence of any requirement that a landlord act in good faith.

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Landlord Tenant

- Tenant's "actual damages," within meaning of rental control ordinance, from landlord's improper eviction were not limited to her out-of-pocket losses, but rather could be composed of the difference between the stabilized rent she would have paid for the expected duration of her tenancy and the market rent for the unit from which she was improperly displaced; it was for the jury to decide between the competing views as to the appropriate measure of what tenant had lost with respect to rent.

71

Questions

- Thanks for Listening.

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Privacy, Cyber Security and Title Fraud: The Threat and How to Prepare

Presented by

**Cathe Cole-Sherburn (moderator)
Trustee Corps**

**Sergeant Alex Gilinets
Los Angeles County Sheriff's Dept., Fraud & Cyber Crimes
Bureau**

**Kristin A. Schuler-Hintz, Esq.
McCarthy & Holthus**

**Sergeant Michael Kim
Los Angeles County District Attorney's Office, Bureau of
Investigation, Real Estate Fraud Unit**

**Kevin McDonald
Alvaka Networks**

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Cathe Cole-Sherburn



Cathe Cole-Sherburn serves as Senior Vice President of Default Operations for Trustee Corps. She is responsible for managing all aspects of operations, including audit, compliance and strategic planning and development of all offices.

Cathe brings over 35 years of all aspects of real estate mortgage default experience to the company.

Before joining Trustee Corps, Cathe was with the First American Trustee Servicing Solutions, where she was Senior Vice President. While there, her duties included the oversight and management of the Trustee Division. Prior to that, she was with the firm of Routh Crabtree Olsen/Northwest Trustee Services, where she was the Director of Operations and instrumental in setting up the AZ, CA, and HI offices and obtaining the Freddie Mac and Fannie Mae Counsel Designations. Prior to that, she was the Director of Operations for the Law Offices of Steven J. Melmet, Inc., for 14 years, and instrumental in obtaining in the Freddie Mac Designation and HUD Foreclosure Commissioner for state of CA.

Cathe currently serves as on the Board of the United Trustees Association as Vice President, as well as a Board member of the Women in Legal Leadership for American Legal & Financial Network. She is also a member of Arizona Trustee Association, Mortgage Bankers Association, California Mortgage Bankers Association, National Association of Professional Women and Society of Corporate Compliance and Ethics.

Cathe can be seen as a Moderator and/or Panelist at various industry conferences and provides seminars/training to our existing clients.

Sergeant Alex Gilinets



Sergeant Alex Gilinets has been with the Los Angeles Sheriff's Department for over 27 years. He has worked numerous assignments including custody, patrol and various investigative jobs including the departments Major Crimes Bureau, where he was a nationally recognized expert on Eurasian Organized Crime groups and their methods and crime commissions.

He also worked as a Major Fraud Investigator with the Department's Fraud & Cyber Crimes Bureau where he specialized in large scale embezzlements, elder fiduciary fraud, real estate fraud and Identity Theft investigations. In 2010, he promoted to Sergeant and worked 3 years as a field supervisor in patrol before going back to custody division to be tasked with a special assignment managing the Jail Investigations Team. Culminating with his current assignment of the past three years as the supervisor for the departments Real Estate Fraud Team and Identity Theft and Cyber task force back at Fraud & Cyber Crimes Bureau.



Sergeant Michael Kim

Sergeant Michael Kim has been with the Los Angeles County District Attorney's Office, Bureau of Investigation for 20 years. Prior to that, he worked as a patrol officer with the Los Angeles Police Department for approximately four years. He has worked numerous assignments with the District Attorney's Office including the Welfare Fraud Unit, Public Integrity Division (investigations involving public officials), Justice System Integrity Division (investigations involving members of the justice system), Workers Compensation Fraud, High Tech Crimes, White Collar Crimes and the Real Estate Fraud Unit. As an investigator for the Justice System Integrity Division and High-Tech Crimes, he received Exemplary Performance Awards by the Association of Los Angeles Deputy Sheriffs (ALADS). After working in the Real Estate Fraud Unit as an investigator, he was promoted to Sergeant in 2018 and has been assigned to supervise the Real Estate Fraud Unit since approximately July of 2018.



Kristin Schuler-Hintz, Esq.

Kristin Schuler-Hintz is the Managing Partner for the Nevada office of McCarthy & Holthus. Ms. Schuler-Hintz, graduated from the University of Nevada Las Vegas, with a BA in Psychology and obtained her law degree from the University of San Diego School of Law in 1999. While at USD, she received the CALI

Award for Excellence in Conflict of Laws and was recognized as one of the best Oral Advocates during her first year of Law School. In addition, she contributed to the Children's Regulatory Law Reporter and was published in the Journal of Contemporary Legal Issues - Issues in California Family Law. Ms. Schuler-Hintz is a frequent guest speaker at CLE's on the subject of foreclosure mediation and Lender/Service related issues. She is admitted to practice law before all the courts in the states of California and Nevada. Ms. Schuler-Hintz has received an AV Preeminent® rating from Martindale Hubbell, ranking her at the highest level of professional excellence for legal knowledge, communication skills and ethical standards. She can be reached at khintz@McCarthyHolthus.com.



Kevin McDonald

Kevin B. McDonald is COO and CISO at Alvaka Networks, a leading managed computer services and security provider in Irvine CA. He is Chair of the Orange County Sheriff/Coroner's Technology Advisory Council (TAC), Chair of the Anaheim Police Chief's Technology Advisory Group (CTAG), a member of the Orange County Homeland Security Advisory Committee, OC Shield, FBI Infragard, the US Secret Service's Los Angeles Electronic Crimes Task Force and US Homeland Security's Los Angeles Area unmanned aircraft systems (UAS) Working Group. Kevin is a highly trusted personal and computer security advisor. He supports executives, legislators, law enforcement, high net worth individuals and business leaders. Kevin advises on personal, physical and cyber security, regulatory compliance, enterprise technology and public policy. He is a sought after consultant, trainer and public speaker who has written for and/or been interviewed by dozens of national publications and television, radio and digital outlets. He can be reached at kevin@alvaka.net.



Legislative Updates

Panelists:

T. Robert Finlay, Esq. (moderator)
Wright Finlay & Zak

Brigham Lundberg, Esq.
Lundberg & Associates

Michael Belote, Esq.
California Advocates

Holly Chisa
HPC Advocacy

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T. Robert Finlay, Esq.

T. Robert Finlay is one of the three founding partners of Wright, Finlay & Zak. Since 1994, Mr. Finlay has focused his legal career on consumer credit, business and real estate litigation and has extensive experience with trials, mediations, arbitrations and appeals. Mr. Finlay is at the forefront of the mortgage banking industry, handling all aspects of the ever-changing default servicing and mortgage banking litigation arena, including compliance issues for servicers, lenders, investors, title companies and foreclosure trustees. Mr. Finlay successfully guides clients through the complexities of litigation while being extremely mindful of their core values and business models. He is a regular speaker (at industry events and for clients) on a variety of loan servicing and mortgage banking issues, including key legislative and legal updates, California and Nevada Homeowner Bill of Rights (HOBR), Nevada HOA lien problems and other relevant litigation and compliance issues.

Mr. Finlay is an active member of the Mortgage Bankers Association (MBA), California Mortgage Bankers Association (CMBA), United Trustees Association (UTA), American Legal and Financial Network (ALFN), and Orange County Bar Association. For over 7 years, Mr. Finlay served as a Committee Member and Board Member of the United Trustees Association, being elected as President in 2011 and 2012. Since 2013, he has been Chair of the UTA's Legislative Committee, working closely with lobbyists in California, Nevada, Washington and Oregon on key industry issues. Mr. Finlay has also been on the Legislative Committee for the CMBA since 2013. Mr. Finlay is a regular contributor to several industry periodicals and has also authored pertinent Amicus Briefs on key issues impacting the mortgage and finance industry. His key published opinions include *Mabry v. Superior Court* (2010) 185 Cal.App.4th 208 (Amicus counsel) and *Bostanian v. Liberty Saving Bank* (1997) 52 Cal.App.4th.

Mr. Finlay's hobbies include playing tennis and woodworking. He can be reached at rfinlay@wrightlegal.net.



Brigham Lundberg, Esq.

Mr. Lundberg joined the firm in 2009. He currently serves as President and Managing Attorney for the firm. His practice includes representing financial institutions, lenders, and mortgage servicers in business and real estate litigation, title disputes, regulatory compliance, and a variety of foreclosure, creditors' rights, collection, and eviction matters. He is a Martindale-Hubbell "AV-Preeminent" rated attorney.



Michael Belote, Esq.

Mike Belote is president of California Advocates, Inc., one of Sacramento's oldest contract lobbying firms. His 35-year lobbying career began with association lobbying jobs with CPAs, Realtors and title companies, and he has been a contract lobbyist since 1990. Specialties include issues relating to the judicial branch, real estate, and financial services, including judges, civil defense lawyers, employment law, and more. Mike has represented the United Trustees Association for nearly 30 years. He also represents a diverse range of other clients including new car dealers and Apple. A division of Belote's firm also is one of Sacramento's biggest association management providers. He is known for philanthropic work relating to domestic violence and veteran's services, and he sponsors a lecture series every year discussing a key issue of California policy. He can be reached at mbelote@caladvocates.com.



Holly Chisa

Holly Chisa has been active in state, local and federal government issues for over 20 years. Currently, Holly is the owner of her own lobbying firm, HPC Advocacy, LLC and works to provide her clients with the best representation possible in the Washington state Legislature and local municipalities.

Holly's involvement in government affairs began in 1994. She has worked as a campaign consultant, and also as House and Senate staff. She also worked in the 106th Congress as District Field Representative for U.S. Congressman Adam Smith. In 2001, she began lobbying as the Governmental Affairs Manager for the Washington Food Industry (WFI), primarily representing retail grocery, pharmacy, and food manufacturers' interests. In 2003, she opened HPC Advocacy, her privately owned lobbying firm.

Through this work Holly has developed a broad-based knowledge of the issues facing employers. She focuses primarily on reforming major employer programs, including workers' compensation and health care. She also works with environmental legislation, regulatory reform, beverage and spirit issues, and foreclosure law. In addition to working the halls of state government, Holly has also worked extensively with local governments, protecting client interests with both large and small municipalities on local ordinances, tax issues, and regulatory requirements. She can be reached at *HollyChisa@hpcadvocacy.com*.

LUNDBERG

AND ASSOCIATES, PC

MEMO

To: UTA Conference Attendees
From: Brigham J. Lundberg, Lundberg & Associates, PC
Re: Recent Legislative Developments – Utah, Idaho, Montana
Date: November 4, 2019

This memorandum identifies and discusses recently-enacted legislation in the states of Utah, Idaho, and Montana that impact the default mortgage servicing industry.

UTAH

UTAH HOUSE BILL 83 – STATUTE OF LIMITATIONS MODIFICATIONS (Effective May 14, 2019)

This bill, brought in response to various 2018 decisions by the Utah Supreme Court regarding credit card transactions, clarifies that the Utah statute of limitations for credit agreements is six (6) years. Previously, there had been some question as to whether a four- or six-year statute of limitations applied to credit cards.

The amended version of Utah Code section 78B-6-309 will now specifically state that, for a credit agreement, as that term is defined by Utah Code section 25-5-4, the six-year statute of limitations begins to run the later of the day on which: (a) the debt arose; (b) the debtor makes a written acknowledgment of the debt or a promise to pay the debt; or (c) the debtor or a third party makes a payment on the debt.

UTAH HOUSE BILL 247 – COUNTY RECORDER FEES AMENDMENTS (Effective May 14, 2019)

This bill amends provisions related to statutorily defined fees that a county recorder charges and, in most cases, substantially increases the recording costs associated with non-judicial foreclosure actions.

Under current state law, county recorders charge recording costs of \$10 for the first page and \$2 for each additional page of a recorded document. Additional costs apply for added legal descriptions, party names, easements, and/or rights of way. Nevertheless, most non-judicial foreclosure document recordings currently cost between \$14 and \$20.

Effective May 14, 2019, documents with up to ten (10) legal descriptions and any number of pages will cost \$40 to record with the county recorder. (A charge of \$2 will apply for each legal description beyond the allotted 10 descriptions.) Thus, most foreclosure document recordings will double, triple, or quadruple in cost. It is essential that lenders and loan servicers are aware of this change and plan accordingly. It is particularly critical for servicers/vendors that specialize in document preparation (SOTs, assignments, deeds of reconveyance, lien releases, etc.), and who may send pre-payment for recording costs to the firm or directly to the county recorder, be aware of these increased costs.

Despite the increased costs, one major positive change in this bill is the requirement that, by January 1, 2022, all counties in the state of Utah must accept and provide for electronic recording of documents. 7 of Utah's 29 counties still do not allow electronic recording at the current time. This legislation will require those 7 remaining counties to implement electronic recording within the next 2.5 years.

UTAH HOUSE BILL 408 – NOTARY PUBLIC LIABILITY AMENDMENTS (Effective May 14, 2019)

This bill imposes civil liability for the employer of a notary public for misconduct by the notary public in certain circumstances. HB 408 amends provisions creating liability for an employer of a notary public for the notary public's misconduct if the notary public was acting within the course and scope of employment, and the employer had knowledge of, consented to, or permitted the misconduct.

The bill makes it imperative that law firms, servicers, lenders, title companies, and others have robust training, quality control, and compliance procedures in place to prevent and otherwise discourage misconduct by a notary public in their employ.

UTAH SENATE BILL 121 – CONTROLLED BUSINESS IN TITLE INSURANCE REPEAL (Effective May 14, 2019)

This bill repeals existing provisions governing controlled business relationships in the title industry and, with certain exceptions, adopts the federal Real Estate Settlement Procedures Act (RESPA) as the state law governing affiliated business arrangements involving a title entity. The bill also tasks the Utah Division of Real Estate with enforcing its provisions, including the provisions of RESPA against real estate licensees. Thus, this repeal will make it easier for vendors with affiliated relationships to title companies to operate pursuant to those relationships in the state of Utah.

UTAH SENATE BILL 145 – LEGAL NOTICE REVISIONS (Effective May 14, 2019)

This bill amends provisions regarding legal notice publication requirements. Under SB 145, in certain circumstances, a party may satisfy its statutory legal notice publication requirements by serving legal notice directly on all parties to whom legal notice is required. While this bill does not require personal service in lieu of service via publication, it does make personal service an option, if such service may be obtained on all necessary parties.

The bill's sponsor envisioned this bill as aiding local cities and towns by reducing the portion of their fiscal budget that is spent on legal notice publication, while leaving other legal notices—such as those done as part of a non-judicial foreclosure—unchanged. Thus, this bill should not have a significant impact on current foreclosure processes.

UTAH SENATE BILL 254 – UNIFORM FIDUCIARY INCOME AND PRINCIPAL ACT (Effective May 14, 2019)

Utah is the first state in the nation to adopt this uniform law, which was only approved by the Uniform Law Commission in June 2018. This bill revises provisions of the Uniform Principal and Income Act and renames it. SB 254 purports to modernize the law of trusts, clarify which state's law applies, and allow more flexible accounting rules for modern trusts. It also allows for total-return investing and individualized estate planning.

IDAHO

IDAHO SENATE BILL 1111 – REVISED UNIFORM LAW ON NOTARIAL ACTS (Effective January 1, 2020)

This bill enables the remote notarization of documents by Idaho notaries public. Specifically, an Idaho notary may execute a notarial act for a remotely located individual through the use of communication technology and in concert with a process for identity verification. Such notarial acts will require the inclusion of a certificate stating that “This notarial act involved the use of communication technology.” Idaho SB 1111 further requires county recorders to accept electronically notarized records for recording.

MONTANA

MONTANA HOUSE BILL 107 – REVISIONS OF MORTGAGE LAWS ON DISCLOSURES, SURETY BONDS, AND OTHER REQUIREMENTS (Effective October 1, 2019)

This bill revises the Montana Mortgage Act by adding, among other things, capital requirements for mortgage servicers and net worth requirements for mortgage lenders. HB 107 also imposes a requirement that each mortgage broker or lender must designate a licensed mortgage loan originator as manager of each office that originates residential mortgage loans. The bill further sets forth surety bond requirements and provides rulemaking and investigative authority regarding any false, deceptive, and/or misleading advertising under the Act.

MONTANA HOUSE BILL 370 – NOTARY LAW REVISIONS (Effective October 1, 2019)

This bill enables the remote notarization of documents by Montana notaries public. To perform a remote notarization, the notary must: 1) be physically located in Montana at the time the notarial act is performed, 2) identify the signer through personal knowledge or satisfactory evidence, 3) execute the notarial act in a single recorded session, 4) be satisfied that any record that is signed by the signer is the same record remotely notarized by the notarial officer, 5) be satisfied that the quality of the communication technology is sufficient to make the determinations required for the notarial act, 6) identify the venue, and 7) be capable of meeting the audio-video recording/public journal security and retention requirements in Montana Code § 1-5-618.

HB 370 also revises the requirements regarding journals and audio-video recordings, as well as the security, access, and retention of journals and recordings. Additionally, the bill amends the amount of fees notaries may charge and revises its explanation of prohibited acts by notaries.

MONTANA SENATE BILL 253 – TAX LIEN AND TAX DEED REVISIONS (Effective May 7, 2019)

This bill sets forth a process and requirements for a tax lien assignee to file an application after expiration of the tax lien redemption period and thereby obtain a tax deed for the property. The tax lien assignee must also notify certain parties (including the current occupant, all parties with an interest in or possible claim to the property, and any other party listed in a litigation guarantee title report) of the tax deed auction prior to the date of the auction. Failure to properly notify the parties of the tax deed auction may result in cancellation of the tax lien. Further details regarding the tax lien and tax deed process, including notification requirements, are found in the full text of the bill.

The Washington Legislature focused primary on public foreclosures this session, not private or bank-owned. The Legislature passed significant tax increases, including a jump in the service rate for B&O from 1.5 to 1.8%.

<u>Bill Details</u>	<u>Status</u>	<u>Sponsor</u>	<u>Priority</u>	<u>Position</u>
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Home foreclosure/taxes

C 332 L 19

Orwall

High

Neutral

Protecting taxpayers from home foreclosure.

This is the most significant policy change related to foreclosures this session and is specific to public foreclosures. There is a perception that most tax lien foreclosures occur on homes that are owned by the elderly. Additionally, current tax law requires that tax payments be made on the new balances owed, and not applied to previous debt unless the current taxes are paid in full. This would not allow homeowners to extinguish previous debt.

[E2SHB
1105](#)

The new law:

- Requires a homeowner's contact information be provided by the county treasurer to a homeowner resource center for further assistance after two years of delinquency
- Allows for payment agreements for delinquent payments and current payments
- Requires that any payments made be first applied to the delinquent tax statement before payments can be made to the current taxes owed unless specifically requested by the homeowner
- Prohibits tax foreclosures for less than \$100
- Allows assessors to assist tax payers in applying for tax deferral or exemption programs
- Requires taxpayers to refer these individuals to the statewide foreclosure hotline

Landlord-tenant mediation

H Civil R & Judi

Jenkins

Monitoring

Addressing mediation under the residential landlord-tenant act.

[HB
1446
\(Dead\)](#)

Revises the residential landlord-tenant act regarding compliance with notice and mediation provisions and commencement of unlawful detainers.

Tax foreclosure/as-is sale

C 28 L 19

Goehner

High

Requiring property sold in tax lien foreclosure proceedings to be sold as is.

[HB
1634
\(SB
5518\)](#)

Modifies tax lien foreclosure provisions to require that a sold property be sold "as is." There is no guarantee or warranty of any kind.

Federal tax lien recording

C 136 L 19

Macri

Low

Support

Exempting federal tax lien documents from recording surcharges.

[HB
1980](#)

Documents recording a federal lien or satisfaction of a federal lien are exempt from the document recording fee surcharges.

Financial institutions tax Concerning tax revenue.	C 420 L 19	Tarleton	High	Concerns
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[SHB
2167](#)

A new B&O tax rate is applied equal to the taxpayer's gross taxable service and other income multiplied by 1.2 percent. This is in addition to the current underlying B&O tax rate for financial institutions of 1.8 percent. (That rate was increased by the Legislature during the 2019 legislative session from 1.5 percent in [HB 2158](#).) The new 1.2 percent add on begins January 1, 2020.

Personal information Protecting personal information.	C 241 L 19	Nguyen	High	Oppose
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This legislation amends our current data breach statutes to make broader changes to the definition of personal information, and involves the Attorney General in breach reporting.

The definition of "personal information" is modified to mean an individual's first name or first initial and last name in combination with one or more of the following data elements:

- Social Security number;
- driver's license number or Washington identification card number;
- account number or credit or debit card number, in combination with any required
- security code, access code, or password that would permit access to an individual's financial account, or any other numbers or information that can be used to access a person's financial account;
- full date of birth;
- a private key that is unique to an individual and that is used to authenticate or sign an
- electronic record;
- student, military, or passport identification number;
- health insurance policy number or health insurance identification number;
- any information about a consumer's medical history or mental or physical condition
- or about a health care professional's medical diagnosis or treatment of the consumer; or
- biometric data generated by automatic measurements of an individual's biological characteristics, such as a fingerprint, voiceprint, eye retinas, irises, or other unique biological patterns or characteristics that may identify a specific individual.

[SHB
1071](#)

"Personal information" includes any of the above-listed data elements, alone or in combination, without the consumer's first name or first initial and last name, if encryption has not rendered the data elements unusable and if the data elements would enable a person to commit identity theft against a consumer.

"Personal information" also includes username and email address in combination with a password or security questions and answers that would permit access to an online account.

An entity that has been the subject of a data breach has 30 days to notify the individual of that breach. Email can be used only if that account itself has NOT been subject to the data breached. The Attorney General must also be notified within 30 days, and include

- a list of the types of personal information that were, or are reasonably believed to have been, the subject of the breach;
- a timeframe of exposure, if known, including the date of the breach and the date of the discovery of the breach; and
- a summary of the steps taken to contain the breach.

[ESSB 5131](#)
(SHB 1005)

Mobile home foreclosure sale

C 75 L 19

Takko

High

Regarding foreclosure and distraint sales of manufactured/mobile or park model homes.

SB 5131-S - DIGEST States that the registered owner of record, legal owner on title, and purchaser are not required to sign the certificate of title and title application to transfer title when a manufactured/mobile or park model home is sold at a county treasurer's foreclosure or distraint sale.

For 2020:

1) Changes to surplus funds disbursement under RCW 61.24.080(3)

Timeline for filing first position, second position, and junior lien holders

Should trustees take over the process, or have it remain with the Court?

2) [SB 5376](#) – Data privacy bill

Modeled after EU General Data Protection Legislation and the CA Consumer Privacy Act

Issues with management of facial recognition software

Did not include private right of action (different from GDPL and CCPA) – instead utilized an Attorney General process

Looking to California to determine whether changes to WA bill are needed and what was learned in CA

3) Adjustments to the Landlord-Tenant Act ([SB 5600](#)) after that legislation triggered other actions considered “hostile” to tenants by landlords.

4) A proposal to change statute to strike RCW 61.24.135(2) and amend RCW 61.24.163(14)(a) to provide: *The mediator's certification that the beneficiary failed to act in good faith during mediation shall act as a bar to proceeding with the non-judicial foreclosure action that was the basis for initiating the mediation absent other order of a court of competent jurisdiction.*

Senate Bill No. 306

CHAPTER 474

An act to amend Section 2934a of the Civil Code, relating to mortgages.

[Approved by Governor October 2, 2019. Filed with Secretary
of State October 2, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 306, Morrell. Mortgages and deeds of trust: trustee substitutions.

Existing law regulates the terms and conditions of mortgages and deeds of trust. Existing law authorizes a beneficiary of a deed of trust to substitute a new trustee for the existing trustee in accordance with certain statutory requirements, and that substitution is not effective in certain cases unless it is signed by the respective parties under penalty of perjury. Under existing law, a trustee named in a recorded substitution of trustee is deemed to be authorized to act in this capacity under the mortgage or deed of trust for all purposes from the date the substitution is executed by the mortgagee, beneficiaries, or by their authorized agents.

Existing law provides specified methods by which a trustee may resign, including as provided in the trust instrument or, in the case of a revocable trust, with the consent of the person holding the power to revoke the trust.

This bill would authorize a trustee to resign or refuse to accept appointment as trustee at that trustee's own election without the consent of the beneficiary or by their authorized agents, under a trust deed upon real property or an estate for years. The bill would require the trustee to give prompt written notice of resignation or refusal to accept appointment to the beneficiary or their authorized agents by mailing, as specified, an envelope containing a notice of resignation of trustee by recording the notice of resignation in each county in which the substitution of trustee under which the trustee was appointed is recorded, and by attaching to the recorded notice an affidavit stating that notice has been mailed to all beneficiaries and their authorized agents, as specified. The bill would make the resignation or refusal to accept appointment of that trustee effective upon the recording of the notice of resignation in each county in which the substitution of trustee under which the trustee was appointed is recorded. The bill would also require the trustee and any successor in interest to that trustee to retain and preserve every writing relating to the trust deed or estate for years under which the trustee was appointed for at least 5 years after a notice of resignation is mailed and recorded. The bill would specify that the resignation of the trustee does not affect the validity of the mortgage or deed of trust, except that no action required to be performed by the trustee under those provisions or under the mortgage or deed of trust may be taken until

a substituted trustee is appointed. The bill would make related conforming and nonsubstantive changes to those provisions.

By expanding the crime of perjury, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 2934a of the Civil Code is amended to read:

2934a. (a) (1) The trustee under a trust deed upon real property or an estate for years given to secure an obligation to pay money and conferring no other duties upon the trustee than those which are incidental to the exercise of the power of sale therein conferred, may be substituted by the recording in the county in which the property is located of a substitution executed and acknowledged by either of the following:

(A) All of the beneficiaries under the trust deed, or their successors in interest, and the substitution shall be effective notwithstanding any contrary provision in any trust deed executed on or after January 1, 1968.

(B) The holders of more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction, exclusive of any notes or interests of a licensed real estate broker that is the issuer or servicer of the notes or interests or of any affiliate of that licensed real estate broker.

(2) A substitution executed pursuant to subparagraph (B) of paragraph (1) is not effective unless all the parties signing the substitution sign, under penalty of perjury, a separate written document stating the following:

(A) The substitution has been signed pursuant to subparagraph (B) of paragraph (1).

(B) None of the undersigned is a licensed real estate broker or an affiliate of the broker that is the issuer or servicer of the obligation secured by the deed of trust.

(C) The undersigned together hold more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction.

(D) Notice of the substitution was sent by certified mail, postage prepaid, with return receipt requested to each holder of an interest in the obligation secured by the deed of trust who has not joined in the execution of the substitution or the separate document.

The separate document shall be attached to the substitution and recorded in the office of the county recorder of each county in which the real property

described in the deed of trust is located. Once the document is recorded, it shall constitute conclusive evidence of compliance with the requirements of this paragraph in favor of substituted trustees acting pursuant to this section, subsequent assignees of the obligation secured by the deed of trust and subsequent bona fide purchasers or encumbrancers for value of the real property described therein.

(3) For purposes of this section, “affiliate of the licensed real estate broker” includes any person as defined in Section 25013 of the Corporations Code that is controlled by, or is under common control with, or who controls, a licensed real estate broker. “Control” means the possession, direct or indirect, of the power to direct or cause the direction of management and policies.

(4) The substitution shall contain the date of recordation of the trust deed, the name of the trustor, the book and page or instrument number where the trust deed is recorded, and the name of the new trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority, and title granted and delegated to the trustee named in the deed of trust. A substitution may be accomplished, with respect to multiple deeds of trust that are recorded in the same county in which the substitution is being recorded and that all have the same trustee and beneficiary or beneficiaries, by recording a single document, complying with the requirements of this section, substituting trustees for all those deeds of trust.

(b) If the substitution is executed, but not recorded, prior to or concurrently with the recording of the notice of default, the beneficiary or beneficiaries or their authorized agents shall mail notice of the substitution before or concurrently with the recording thereof, in the manner provided in Section 2924b, to all persons to whom a copy of the notice of default would be required to be mailed by Section 2924b. An affidavit shall be attached to the substitution that notice has been given to those persons, as required by this subdivision.

(c) If the substitution is effected after a notice of default has been recorded but prior to the recording of the notice of sale, the beneficiary or beneficiaries or their authorized agents shall mail a copy of the substitution, before, or concurrently with, the recording thereof, as provided in Section 2924b, to the trustee then of record and to all persons to whom a copy of the notice of default would be required to be mailed by Section 2924b. An affidavit shall be attached to the substitution that notice has been given to those persons, as required by this subdivision.

(d) (1) A trustee named in a recorded substitution of trustee shall be deemed to be authorized to act as the trustee under the mortgage or deed of trust for all purposes from the date the substitution is executed by the mortgagee, beneficiaries, or by their authorized agents. A trustee under a recorded substitution is not required to accept the substitution, and may either resign or refuse to accept appointment as trustee pursuant to this subdivision.

(2) (A) A trustee named in a recorded substitution of trustee may resign or refuse to accept appointment as trustee at that trustee’s own election

without the consent of the beneficiary or beneficiaries or their authorized agents. The trustee shall give prompt written notice of that resignation or refusal to accept appointment as trustee to the beneficiary or beneficiaries or their authorized agents by doing both of the following:

(i) Depositing or causing to be deposited in the United States mail an envelope containing a notice of resignation of trustee, sent by registered or certified mail with postage prepaid, to all beneficiaries or their authorized agents at the address shown on the last-recorded substitution of trustee for that real property or estate for years in that county.

(ii) Recording the notice of resignation of trustee, mailed in the manner described in clause (i), in each county in which the substitution of trustee under which the trustee was appointed is recorded. An affidavit stating that notice has been mailed to all beneficiaries and their authorized agents in the manner provided in clause (i) shall be attached to the recorded notice of resignation of trustee.

(B) The resignation of the trustee or refusal to accept appointment as trustee pursuant to this subdivision shall become effective upon the recording of the notice of resignation of trustee in each county in which the substitution of trustee under which the trustee was appointed is recorded.

(C) The resignation of the trustee or refusal to accept appointment as trustee pursuant to this subdivision does not affect the validity of the mortgage or deed of trust, except that no action required to be performed by the trustee under this chapter or under the mortgage or deed of trust may be taken until a substituted trustee is appointed pursuant to this section. If a trustee is not designated in the deed of trust, or upon the resignation, incapacity, disability, absence or death of the trustee, or the election of the beneficiary or beneficiaries to replace the trustee, the beneficiary or beneficiaries or their authorized agents shall appoint a trustee or a successor trustee.

(D) A notice of resignation of trustee mailed and recorded pursuant to this paragraph shall set forth the intention of the trustee to resign or refuse appointment as trustee and the recording date and instrument number of the recorded substitution of trustee under which the trustee was appointed.

(E) A notice of resignation of trustee mailed and recorded pursuant to this paragraph shall contain an address at which the trustee and any successor in interest will be available for service of process for at least five years after the date that the notice of resignation is recorded.

(F) For at least five years after a notice of resignation of trustee is mailed and recorded pursuant to this paragraph, the trustee and any successor in interest to that trustee shall retain and preserve every writing, as that term is defined in Section 250 of the Evidence Code, relating to the trust deed or estate for years under which the trustee was appointed.

(3) For purposes of this section, paragraph (2) sets forth the exclusive procedure for a trustee to either resign or refuse to accept appointment as trustee.

(4) Once recorded, the substitution shall constitute conclusive evidence of the authority of the substituted trustee or their authorized agents to act

pursuant to this section, unless prompt written notice of resignation of trustee has been given in accordance with the procedures set forth in paragraph (2).

(e) Notwithstanding any provision of this section or any provision in any deed of trust, unless a new notice of sale containing the name, street address, and telephone number of the substituted trustee is given pursuant to Section 2924f after execution of the substitution, any sale conducted by the substituted trustee shall be void.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

United Trustees Association Active

as of 11/5/2019

AB 5 **(Gonzalez D) Worker status: employees and independent contractors.** (Chaptered: 9/18/2019 [html](#) [pdf](#))

Status: 9/18/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 296, Statutes of 2019.

Location: 9/18/2019-A. CHAPTERED

Summary: Existing law, as established in the case of Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal.5th 903 (Dynamex), creates a presumption that a worker who performs services for a hirer is an employee for purposes of claims for wages and benefits arising under wage orders issued by the Industrial Welfare Commission. Existing law requires a 3-part test, commonly known as the “ABC” test, to establish that a worker is an independent contractor for those purposes. This bill would state the intent of the Legislature to codify the decision in the Dynamex case and clarify its application. The bill would provide that for purposes of the provisions of the Labor Code, the Unemployment Insurance Code, and the wage orders of the Industrial Welfare Commission, a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that the person is free from the control and direction of the hiring entity in connection with the performance of the work, the person performs work that is outside the usual course of the hiring entity’s business, and the person is customarily engaged in an independently established trade, occupation, or business. The bill, notwithstanding this provision, would provide that any statutory exception from employment status or any extension of employer status or liability remains in effect, and that if a court rules that the 3-part test cannot be applied, then the determination of employee or independent contractor status shall be governed by the test adopted in S. G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal.3d 341 (Borello). The bill would exempt specified occupations from the application of Dynamex, and would instead provide that these occupations are governed by Borello. These exempt occupations would include, among others, licensed insurance agents, certain licensed health care professionals, registered securities broker-dealers or investment advisers, direct sales salespersons, real estate licensees, commercial fishermen, workers providing licensed barber or cosmetology services, and others performing work under a contract for professional services, with another business entity, or pursuant to a subcontract in the construction industry.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 25 (**Chau** D) **California Consumer Privacy Act of 2018.** (

Chaptered: 10/11/2019 [html](#) [pdf](#))

Status: 10/11/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 763, Statutes of 2019.

Location: 10/11/2019-A. CHAPTERED

Summary: (1)Existing law, the California Consumer Privacy Act of 2018, beginning January 1, 2020, grants consumers various rights with regard to their personal information held by businesses, including the right to request a business to disclose specific pieces of personal information it has collected and to have information held by that business deleted, as specified. The act requires a business to disclose and deliver the required information to a consumer free of charge within 45 days of receiving a verifiable consumer request from the consumer. The act prohibits a business from requiring a consumer to create an account with the business in order to make a verifiable consumer request. This bill would provide an exception to that prohibition by authorizing a business to require authentication of the consumer that is reasonable in light of the nature of the personal information requested in order to make a verifiable consumer request. However, the bill would authorize a business to require a consumer to submit a verifiable consumer request through an account that the consumer maintains with the business if the consumer maintains an account with that business.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 38 (**Wood** D) **Fire safety: low-cost retrofits: regional capacity review: wildfire mitigation.** (Chaptered: 10/2/2019 [html](#) [pdf](#))

Status: 10/2/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 391, Statutes of 2019.

Location: 10/2/2019-A. CHAPTERED

Summary: (1)Existing law requires the Director of Forestry and Fire Protection to designate specified areas as very high fire hazard severity zones and requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area,

forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material to take specified measures to protect that building or structure from wildfires. This bill would require the Natural Resources Agency, by July 1, 2021, and in consultation with the State Fire Marshal and the Forest Management Task Force, to review the regional capacity of each county that contains a very high fire hazard severity zone to improve forest health, fire resilience, and safety, as specified. The bill would require the Natural Resources Agency to make the review publicly available on its internet website. On or after July 1, 2021, the bill would require a seller of real property located in a high or very high fire hazard severity zone to provide specified documentation to the buyer that the real property is in compliance with the wildfire protection measures described above or a local vegetation management ordinance, or enter into an agreement with the buyer pursuant to which the buyer will obtain documentation of compliance, as provided.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 133 (Quirk-Silva D) Property tax postponement. (

Chaptered: 10/12/2019 [html](#) [pdf](#))

Status: 10/12/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 794, Statutes of 2019.

Location: 10/12/2019-A. CHAPTERED

Summary: Existing law authorizes a claimant to file a claim with the Controller to postpone the payment of property taxes that are due on the residential dwelling of the claimant pursuant to the Senior Citizens and Disabled Citizens Property Tax Postponement Law, the Senior Citizens Tenant-Stockholder Property Tax Postponement Law, the Senior Citizens Manufactured Home Property Tax Postponement Law, and the Senior Citizens Possessory Interest Holder Property Tax Postponement Law. Existing law, for purposes of these laws, does not allow a postponement of property taxes if the claimant's household income exceeds \$35,500. Existing law continuously appropriates revenues in the Senior Citizens and Disabled Citizens Property Tax Postponement Fund for, among other things, disbursements relating to the postponement of property taxes pursuant to these laws. Existing law requires property tax postponement payments, from the time a payment is made, to bear interest at the rate of 7% per annum. This bill, beginning July 1, 2020, would lower the rate of interest on property tax postponement payments from 7% per annum to 5% per annum. The bill would revise the income limitations to instead provide that a claimant's household income cannot exceed \$45,000, compounded annually, as provided.

Because this bill would provide for additional expenditures from the Senior Citizens and Disabled Citizens Property Tax Postponement Fund, a continuously appropriated fund, it would make an appropriation.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 161 (Ting D) Solid waste: paper waste: proofs of purchase. (

Amended: 6/27/2019 [html](#) [pdf](#))

Status: 8/30/2019-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)

Location: 8/30/2019-S. 2 YEAR

Summary: Existing law prohibits certain stores from providing a single-use carryout bag to a customer at the point of sale and prohibits full-service restaurants from providing single-use plastic straws to consumers unless requested by the consumer. This bill would require a business, as defined, that accepts payment through cash, credit, or debit transactions, subject to certain exceptions, to provide a proof of purchase to a consumer only at the consumer's option and would prohibit a business from printing a paper proof of purchase if the consumer opts to not receive a proof of purchase, unless otherwise required by state or federal law. The bill would prohibit a paper proof of purchase provided to a consumer by a business from containing bisphenol A or bisphenol S, and from including items not essential to the transaction, including, but not limited to, coupons or advertisements. The bill would specify that the first and 2nd violations of any of those provisions would result in a notice of violation and any subsequent violation would be punishable by a civil penalty of \$25 for each day the business is in violation, but not to exceed an annual total of \$300. The bill would authorize the Attorney General, a district attorney, or a city attorney to enforce those provisions. The bill would make these provisions operative on January 1, 2022.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 199 (Calderon D) California Online Notary Act of 2019. (

Introduced: 1/10/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 4/9/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-A. 2 YEAR

Summary: Existing law authorizes the Secretary of State to appoint and commission notaries public in the number the Secretary of State deems necessary for the public convenience. Existing law authorizes notaries public to act as notaries in any part of the state. This bill, the California Online Notary Act of 2019, would, commencing on January 1, 2021, allow a notary public or an applicant for appointment as a notary public to register with the Secretary of State to be an online notary public by submitting an application for registration that meets certain requirements. The bill would require the Secretary of State to develop an application for registration and establish rules to implement the act on or before January 1, 2022. The bill would authorize the Secretary of State to charge an applicant a fee for an application for registration in an amount necessary to administer the act. The bill would authorize an online notary public to perform notarial acts, and online notarizations by means of audio-video communication. The bill would establish various requirements applicable to an online notary public, including requiring an online notary public to keep one or more secure electronic journals to record online notarial acts, requiring an electronic notarial certificate to be a specified form that is required to be signed under penalty of perjury, and requiring an online notary public to destroy certain information upon termination of a commission, as specified. The bill would make it a misdemeanor for any person who, without authorization, knowingly obtains, conceals, damages, or destroys the certificate, disk, coding, card, program, software, or hardware enabling an online notary public to affix an official electronic signature or seal. By creating a new crime, and by expanding the scope of the existing crime of perjury, this bill would impose a state-mandated local program. The bill would also make other conforming changes.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 338 (Chu D) Manufactured housing: smoke alarms: emergency preparedness. (Chaptered: 9/20/2019 [html](#) [pdf](#))

Status: 9/20/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 299, Statutes of 2019.

Location: 9/20/2019-A. CHAPTERED

Summary: Existing law, the Manufactured Housing Act of 1980, requires the Department of Housing and Community Development (department) to enforce various laws pertaining to the structural, fire safety, plumbing, heat-producing, or electrical systems and installations or equipment of a manufactured home, mobilehome, special purpose commercial coach, or commercial coach.

Under existing law, a knowing violation of the act is punishable as a misdemeanor offense, as specified. The act, on or after January 1, 2009, requires all used manufactured homes, used mobilehomes, and used multifamily manufactured homes that are sold to have a smoke alarm that meets certain requirements installed in each room designed for sleeping. The act also requires, for manufactured homes and multifamily manufactured homes manufactured before September 16, 2002, that specified information regarding the smoke alarm be provided to the purchaser. This bill would, instead, require all used manufactured homes, used mobilehomes, and used multifamily manufactured homes that are sold on or after January 1, 2020, or rented pursuant to a rental agreement entered into on or after January 1, 2020, to have installed in each room designed for sleeping a smoke alarm that is operable on the date of rental or transfer of title, is installed in accordance with the manufacturer's installation instructions, and has been approved and listed by the Office of the State Fire Marshal. The bill also would require that specified information regarding all smoke alarms installed in the used manufactured home, used mobilehome, or used multifamily manufactured home be provided to the purchaser or renter thereof.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 587 (**Friedman D**) **Accessory dwelling units: sale or separate conveyance.** (Chaptered: 10/9/2019 [html](#) [pdf](#))

Status: 10/9/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 657, Statutes of 2019.

Location: 10/9/2019-A. CHAPTERED

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and requires a local agency that has not adopted an ordinance to ministerially approve an application for an accessory dwelling unit, and sets forth required ordinance standards, including that the ordinance prohibit the sale or conveyance of the accessory dwelling unit separately from the primary residence. This bill would authorize a local agency to allow, by ordinance, an accessory dwelling unit that was created pursuant to the process described above to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met. Those conditions include, among others, that the property was built or developed by a qualified nonprofit corporation that is receiving the above-described welfare exemption, a recorded contract exists between the qualified buyer and the qualified nonprofit corporation that imposes an enforceable

restriction upon the sale and conveyance of the property that ensures the property will be preserved for affordable housing, and that the property is held pursuant to a recorded tenancy in common agreement that includes specified provisions.

This bill contains other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 608 (**Petrie-Norris D**) **Property taxation: exemption: low-value properties.** (Chaptered: 7/12/2019 [html](#) [pdf](#))

Status: 7/12/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 92, Statutes of 2019.

Location: 7/12/2019-A. CHAPTERED

Summary: The California Constitution authorizes the Legislature, with the approval of 2/3 of the membership of each legislative house, to allow a county board of supervisors to exempt from property taxation those properties having a full value too low to justify the costs of assessment and collection. Existing property tax law implementing this authority generally limits any exemption granted under this constitutional provision by a county board of supervisors to real property with a total base year value, or personal property with a full value, not exceeding \$10,000. Existing property tax law increases this limit to \$50,000 in the case of a possessory interest, for a temporary and transitory use, in a publicly owned fairground, fairground facility, convention facility, or cultural facility. This bill, for lien dates occurring on or after January 1, 2020, and before January 1, 2025, would delete this requirement that the possessory interest be for a temporary and transitory use of a publicly owned fairground, fairground facility, convention facility, or cultural facility, thereby allowing the exemption from taxation under these provisions of any possessory interest valued at \$50,000 or less. The bill would include findings as to the specific goals, purposes, and objectives of the bill and require county assessors to report to the State Board of Equalization on whether and by what amount the county has increased the low-value property tax exemption for possessory interests. By adding to the duties of county assessors in this regard, the bill would impose a state-mandated local program.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 699 (Grayson D) Credit services organizations. (

Introduced: 2/19/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was B. & F. on 3/14/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-A. 2 YEAR

Summary: Existing law, the Credit Services Act of 1984, defines and regulates the activities of credit services organizations. Existing law generally defines a credit services organizations as people who, for payment, perform specified credit-related services, such as improving a buyer's credit record and obtaining loans. Existing law requires credit services organizations to obtain a surety bond, as specified, before conducting business and requires that they register with the Attorney General, subject to a fee of \$100. Among other things, existing law prohibits a credit services organization from receiving money before full and complete performance of the service the organization has agreed to perform and from failing to perform services agreed upon within 6 months. Existing law requires that credit services be provided pursuant to a written contract, which is required to contain specified statements, and, before the execution of a contract, a credit services organization must provide a prescribed information statement. Existing law authorizes a buyer of services who is injured by a credit services organization's violation of the act, or its breach of contract, to bring an action for damages or injunctive relief, as specified. Existing law also authorizes any person, including a consumer credit reporting agency, to bring an action, as specified, for a violation of the act. This bill would replace the term "buyer" with the term "consumer" for purposes of describing a person utilizing the services of a credit services organization and would prescribe other definitions in this regard. The bill would require a credit services organization to provide a consumer an itemized receipt of each service performed for a consumer, as specified, and would require the organization to perform services agreed upon within 60 days of contracting for those services. The bill would extend prohibitions on counseling a consumer to make untrue statements to other specified parties. Among other things, the bill would prohibit a credit services organization from impersonating a consumer, from failing to identify communications originating from the organization, or from submitting a dispute to a consumer credit reporting agency, creditor, debt collector, or debt buyer after a debt has been removed.

This bill contains other related provisions.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 777 (Patterson R) Property tax postponement. (

Amended: 4/24/2019 [html](#) [pdf](#))

Status: 5/16/2019-In committee: Held under submission.

Location: 5/1/2019-A. APPR. SUSPENSE FILE

Summary: The Senior Citizens and Disabled Citizens Property Tax Postponement Law authorizes a claimant to file a claim with the Controller to postpone the payment of property taxes that are due on the residential dwelling of the claimant, as provided, and requires the claim for postponement to be filed under penalty of perjury. Existing law establishes the Senior Citizens and Disabled Citizens Property Tax Postponement Fund, a continuously appropriated fund, in the State Treasury for, among other things, disbursements relating to the postponement of property taxes, as provided. Existing law requires the Controller, on June 30, 2018, and on June 30 each year thereafter, to transfer any moneys in the fund in excess of \$15,000,000 to the General Fund. Existing law requires property tax postponement payments, from the time a payment is made, to bear interest at the rate of 7% per annum. Existing law prohibits the postponement of property taxes if the claimant's household income exceeds \$35,500. This bill would require the annual transfer of moneys in excess of \$15,000,000 from the Senior Citizens and Disabled Citizens Property Tax Postponement Fund to the General Fund to occur until June 30, 2019. The bill, beginning July 1, 2020, would lower the rate of interest on property tax postponement payments from 7% per annum to 5% per annum. The bill would revise the income limitations described above to instead provide that the claimant's household income cannot exceed \$35,500 or the "very low income" limit, as adjusted for household size, for the county in which the household is located, as published annually by the Department of Housing and Community Development, whichever is greater.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 789 (Flora R) Itemized wage statements: violations: actions: Labor Code Private Attorneys General Act of 2004. (Amended: 3/21/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. & E. on 3/21/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-A. 2 YEAR

Summary: Existing law requires an employer, either semimonthly or at the time of each payment of wages, to furnish their employees with an accurate itemized wage statement showing specified information. Existing law

authorizes an employee to recover for a knowing and intentional violation of that provision actual damages, or a specified alternative dollar amount, whichever is greater, and to be awarded costs and attorney's fees. Existing law authorizes an employee to also bring an action for injunctive relief to ensure compliance with that provision, and is entitled to an award of costs and reasonable attorney's fees. Existing law authorizes civil penalties of \$250 per employee for violation of the above-specified provision for an initial citation and \$1,000 per employee for each violation in a subsequent citation. The Labor Code Private Attorneys General Act of 2004 provides, as an alternative to civil penalties being assessed and collected by the Labor and Workforce Development Agency, that civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other employees. The act requires the employee to follow prescribed procedures before bringing an action and authorizes an employer to cure specified itemized wage statement violations within 33 days of receiving notice of the violation. This bill would require, for an action under any of the above provisions to recover for any violation of the itemized wage statement requirement, that an employee or representative give prescribed notice of the alleged violation to the employer. The bill would authorize an employer to cure the alleged violation within 65 calendar days of the postmark date of the notice. The bill would allow an action to commence only if the alleged violation is not cured within that period. The bill would exempt certain violations from these notice and cure provisions.

This bill contains other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB 800 (**Chu** D) **Civil actions: confidentiality.** (Chaptered: 10/2/2019 [html](#) [pdf](#).)

Status: 10/2/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 439, Statutes of 2019.

Location: 10/2/2019-A. CHAPTERED

Summary: Existing law requires a civil action to be prosecuted in the name of the real party in interest, except as otherwise provided by statute. Existing law permits a person who has been the victim of domestic violence, sexual assault, stalking, human trafficking, or elder or dependent adult abuse, to apply to the Secretary of State to participate in an address confidentiality program, as specified. This bill would permit a person who is a participant in the address confidentiality program and a party to a civil action to proceed using a pseudonym and to exclude or redact other identifying characteristics of the person from all pleadings and documents filed in the action, as specified. Parties to the action would be required to use the pseudonym at

proceedings open to the public and to exclude and redact other identifying characteristics of the plaintiff from documents filed with the court.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

[AB](#)
[1106](#)

([Smith](#) D) **Los Angeles County: notice of recordation.** (

Chaptered: 7/31/2019 [html](#) [pdf](#))

Status: 7/31/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 165, Statutes of 2019.

Location: 7/31/2019-A. CHAPTERED

Summary: Existing law authorizes the Los Angeles County Recorder, following the adoption of an authorizing resolution by the Los Angeles County Board of Supervisors, to mail a notice of recordation to the party or parties executing a deed, quitclaim deed, or deed of trust within 30 days of the recording of one of those documents, and, until January 1, 2020, also authorizes the recorder to provide notice by mail to a party or parties subject to a notice of default or notice of sale of a property, within a prescribed period following recordation. This bill would extend, until January 1, 2030, the provisions authorizing the recorder to provide notice by mail to a party or parties subject to a notice of default or notice of sale of a property.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

[AB](#)
[1202](#)

([Chau](#) D) **Privacy: data brokers.** (Chaptered: 10/11/2019 [html](#) [pdf](#))

Status: 10/11/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 753, Statutes of 2019.

Location: 10/11/2019-A. CHAPTERED

Summary: The California Constitution grants a right of privacy. Existing law provides for the confidentiality of personal information in various contexts and requires a business or person that suffers a breach of security of computerized data that includes personal information, as defined, to disclose that breach, as specified. Existing law, the California Consumer Privacy Act of 2018, beginning January 1, 2020, among other things, grants a consumer a right to request a business to disclose the categories and specific pieces of

personal information that it collects about the consumer, the categories of sources from which that information is collected, the business purposes for collecting or selling the information, and the categories of third parties with which the information is shared. This bill would require data brokers to register with, and provide certain information to, the Attorney General. The bill would define a data broker as a business that knowingly collects and sells to third parties the personal information of a consumer with whom the business does not have a direct relationship, subject to specified exceptions. The bill would require the Attorney General to make the information provided by data brokers accessible on its internet website. The bill would make data brokers that fail to register subject to injunction and liability for civil penalties, fees, and costs in an action brought by the Attorney General, with any recovery to be deposited in the Consumer Privacy Fund, as specified. The bill would make statements of legislative findings and declarations and legislative intent.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

AB
1339

(Gabriel D) Mechanics liens: attachment date. (

Introduced: 2/22/2019 [html](#) [pdf](#))

Status: 5/3/2019-Failed Deadline pursuant to Rule 61(a)(3). (Last location was JUD. on 3/11/2019)(May be acted upon Jan 2020)

Location: 5/3/2019-A. 2 YEAR

Summary: The California Constitution provides that mechanics, persons furnishing materials, artisans, and laborers of every class have a lien upon the property upon which they have bestowed labor or furnished material for the value of the labor done and material furnished. The California Constitution also requires the Legislature to provide, by law, for the speedy and efficient enforcement of those liens. Existing statutory law governs private works of improvement and specifies the conditions required to enforce a mechanic's lien. Existing law provides that an associated lien has priority over a lien, mortgage, deed of trust, or other encumbrance on the work of improvement or the real property on which the work of improvement is situated that attaches after commencement of the work of improvement on the property or was unrecorded at the commencement of work and which the claimant had no notice of. This bill would instead provide that an associated lien has priority over a lien, mortgage, deed of trust, or other encumbrance on the work of improvement or the real property on which the work of improvement is situated, that attaches after the date of commencement of the work of improvement.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 18 (**Skinner D**) **Keep Californians Housed Act.** (

Chaptered: 7/30/2019 [html](#) [pdf](#))

Status: 7/30/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 134, Statutes of 2019.

Location: 7/30/2019-S. CHAPTERED

Summary: Existing law requires a tenant or subtenant in possession of a rental housing unit under a month-to-month lease at the time that property is sold in foreclosure to be provided 90 days' written notice to quit before the tenant or subtenant may be removed from the property. Existing law also provides tenants or subtenants holding possession of a rental housing unit under a fixed-term residential lease entered into before transfer of title at the foreclosure sale the right to possession until the end of the lease term, except in specified circumstances. Existing law repeals these provisions as of December 31, 2019. This bill would delete the above-described repeal date, thereby extending the operation of these provisions indefinitely.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 187 (**Wieckowski D**) **Rosenthal Fair Debt Collection Practices Act.** (

Chaptered: 10/7/2019 [html](#) [pdf](#))

Status: 10/7/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 545, Statutes of 2019.

Location: 10/7/2019-S. CHAPTERED

Summary: Existing law, the Rosenthal Fair Debt Collection Practices Act, regulates the collection of consumer debts by debt collectors, as defined. The act defines "consumer debt" to mean money, property, or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. The act further defines "consumer credit transaction" to mean a transaction between a natural person and another person in which property, services, or money is acquired on credit by that natural person from the other person primarily for personal, family, or household purposes. The act also defines "debt collector" to exclude an attorney or counselor at law. This bill would provide that consumer debt for purposes of the act includes mortgage debt. The bill would also remove the exception for an attorney or counselor at law from the definition of debt collector. The bill would also make nonsubstantive changes.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB	AA - Folder		

Notes 1:

SB 222 (Hill D) Discrimination: veteran or military status. (

Chaptered: 10/8/2019 [html](#) [pdf](#))

Status: 10/8/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 601, Statutes of 2019.

Location: 10/8/2019-S. CHAPTERED

Summary: Existing law declares that housing discrimination on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information is against public policy. This bill would state findings and declarations of the Legislature regarding the importance of housing for veterans and its priority, and declare that housing discrimination on the basis of veteran or military status is against public policy.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 238 (Grove R) Worker status: factors for determination of employee status. (

Amended: 3/28/2019 [html](#) [pdf](#))

Status: 4/24/2019-April 24 set for first hearing. Failed passage in committee. (Ayes 1. Noes 4. Page 800.) Reconsideration granted.

Location: 4/24/2019-S. 2 YEAR

Summary: Existing law, as established in the case of Dynamex Operations W. v. Superior Court (2018) 4 Cal.5th 903 (Dynamex), creates a presumption that a worker who performs services for a hirer is an employee. Existing law requires a 3-part test, commonly known as the "ABC" test, to establish that a worker is an independent contractor for purposes of claims for wages and benefits arising under wage orders issued by the Industrial Welfare Commission. This bill would instead, for purposes of claims for wages and benefits arising under wage orders, analyze whether the worker is economically dependent upon the hiring entity to determine whether that worker is an employee based upon the economic reality of the relationship with the hiring entity. The bill would require this analysis to be based solely upon enumerated factors that are similar to those used as a part of the Economic Realities Test in the federal Fair Labor Standards Act of 1938. This

bill would provide legislative findings and declarations in support of these provisions, and would state in the findings and declarations that it is the intent of the Legislature that the test under these provisions be applied retroactively to claims filed on and after April 30, 2018.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 306 (**Morrell** R) **Mortgages and deeds of trust: trustee substitutions.** (Chaptered: 10/2/2019 [html](#) [pdf](#))

Status: 10/2/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 474, Statutes of 2019.

Location: 10/2/2019-S. CHAPTERED

Summary: Existing law regulates the terms and conditions of mortgages and deeds of trust. Existing law authorizes a beneficiary of a deed of trust to substitute a new trustee for the existing trustee in accordance with certain statutory requirements, and that substitution is not effective in certain cases unless it is signed by the respective parties under penalty of perjury. Under existing law, a trustee named in a recorded substitution of trustee is deemed to be authorized to act in this capacity under the mortgage or deed of trust for all purposes from the date the substitution is executed by the mortgagee, beneficiaries, or by their authorized agents. This bill would authorize a trustee to resign or refuse to accept appointment as trustee at that trustee's own election without the consent of the beneficiary or by their authorized agents, under a trust deed upon real property or an estate for years. The bill would require the trustee to give prompt written notice of resignation or refusal to accept appointment to the beneficiary or their authorized agents by mailing, as specified, an envelope containing a notice of resignation of trustee by recording the notice of resignation in each county in which the substitution of trustee under which the trustee was appointed is recorded, and by attaching to the recorded notice an affidavit stating that notice has been mailed to all beneficiaries and their authorized agents, as specified. The bill would make the resignation or refusal to accept appointment of that trustee effective upon the recording of the notice of resignation in each county in which the substitution of trustee under which the trustee was appointed is recorded. The bill would also require the trustee and any successor in interest to that trustee to retain and preserve every writing relating to the trust deed or estate for years under which the trustee was appointed for at least 5 years after a notice of resignation is mailed and recorded. The bill would specify that the resignation of the trustee does not affect the validity of the mortgage or deed of trust, except that no action required to be performed by the trustee under those provisions or under the mortgage or deed of trust may be taken until a

substituted trustee is appointed. The bill would make related conforming and nonsubstantive changes to those provisions.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB	Sponsor	AA - Folder	

Notes 1:

SB 326 (Hill D) Common interest developments. (

Chaptered: 8/30/2019 [html](#) [pdf](#))

Status: 8/30/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 207, Statutes of 2019.

Location: 8/30/2019-S. CHAPTERED

Summary: The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Existing law also sets forth the duties and responsibilities of the association and the owners of the separate interests with regard to maintenance and repair of common and exclusive use areas, as defined. Unless otherwise provided in the common interest development declaration, the association is generally responsible for maintaining, repairing, and replacing the common area, and the owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to that interest. This bill would require the association of a condominium project to cause a reasonably competent and diligent visual inspection of exterior elevated elements, defined as the load-bearing components and associated waterproofing systems, as specified, to determine whether the exterior elevated elements are in a generally safe condition and performing in compliance with applicable standards. The bill would require the inspector to submit a report to the board of the association providing specified information, including the current physical condition and remaining useful life of the load-bearing components and associated waterproofing systems. The bill would require the inspector to provide a copy of the inspection report to the association immediately upon completion of the report, and to the local code enforcement agency within 15 days of completion of the report, if, after inspection of any exterior elevated element, the inspector advises that the exterior elevated element poses an immediate threat to the safety of the occupants. The bill would require the association to take preventive measures immediately upon receiving the report, including preventing occupant access to the exterior elevated element until repairs have been inspected and approved by the local enforcement agency. The bill would authorize local enforcement agencies to recover enforcement costs associated with these requirements from the association. The bill would authorize the association

board to enact rules or bylaws imposing requirements greater than those imposed by these provisions.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 364 (Stone R) Property taxation: senior and disabled veterans. (

Amended: 6/18/2019 [html](#) [pdf](#))

Status: 6/18/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on REV. & TAX.

Location: 6/6/2019-A. REV. & TAX

Summary: (1)The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value, as defined, of that property, and provides that the full cash value base may be adjusted each year by the inflationary rate not to exceed 2% for any given year. The bill would require the State Board of Equalization to, on an annual basis beginning January 1, 2021, and until January 1, 2031, review the effectiveness of these tax benefits, as provided, and to submit a report of their review to the Legislature. The bill would require, for these purposes, each county assessor to make information available to the State Board of Equalization upon request.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 434 (Archuleta D) Common interest developments: managing agent: production of client property and client records upon termination of management agreement. (Amended: 5/7/2019 [html](#) [pdf](#))

Status: 6/4/2019-Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 5/21/2019)

Location: 6/4/2019-S. 2 YEAR

Summary: Existing law, the Davis-Stirling Common Interest Development Act, governs the management and operation of common interest developments and defines a "managing agent" as a person who, for compensation or in expectation of compensation, exercises control over the assets of a common interest development. This bill would require a managing

agent whose management agreement has been terminated to produce client property and client records within a specified period of time pursuant to a written request by a common interest development association in a format that the association can reasonably use, except as specified. The bill would define "client property" and "client records" for purposes of those provisions.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 482 (Hueso D) Consumer loans: restrictions. (

Amended: 4/22/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 4/11/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-S. 2 YEAR

Summary: (1)Existing law, the California Financing Law (CFL), generally provides for the licensure and regulation of finance lenders by the Commissioner of Business Oversight. A knowing and willful violation of the CFL, or a rule or order adopted pursuant to the CFL, is a crime, except as specified. Among other things, the CFL regulates the provision of loan documents to borrowers, the collection of unpaid consumer loans, the repossession of motor vehicles that secure consumer loans, and the collateral sale of products in connection with a consumer loan. The CFL requires a consumer loan to be payable in advance and permits the licensee to apply an advance payment first to any prepayment penalty. This bill, with regard to a loan secured by a lien on a motor vehicle, would prohibit the licensee from repossessing the vehicle if the borrower has made a full installment payment within the past 30 calendar days. The bill would prohibit any prepayment penalty on a consumer loan, other than one secured by real property, and would require a specified notice with regard to repaying a loan early to be included on a loan contract for which a prepayment penalty is prohibited.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 522 (Hertzberg D) Taxation. (Introduced: 2/21/2019 [html](#) [pdf](#))

Status: 3/7/2019-Referred to Com. on RLS.

Location: 2/21/2019-S. RLS.

Summary: Existing law imposes various taxes, including sales and use taxes and income taxes. This bill would make legislative findings regarding the need for further efforts to modernize and restructure the state's tax system and would state the intent of the Legislature to enact legislation that would accomplish specified purposes, including realigning the state's outdated tax code with the realities of California's 21st century economy.

This bill contains other related provisions.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 750 (Wieckowski D) Debt collection agencies: licensure and regulation. (

Amended: 3/27/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was B. & F. I. on 4/3/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-S. 2 YEAR

Summary: Existing state and federal law defines and regulates debt collectors. Existing law prohibits a debt collector from attempting to collect a debt by means of various false representations. Existing law, the Collateral Recovery Act, licenses and regulates the activities of repossession agencies. Existing law defines a repossession agency as any person who engages in business or accepts employment to locate or recover collateral, whether voluntarily or involuntarily, for consideration. This bill would authorize the Commissioner of Business Oversight to license and regulate collection agencies. The bill would define a "collection agency" as a business entity through which a debt collector or association of debt collectors engage in debt collection. The bill would prohibit a collection agency from engaging in the business of debt collection, directly or indirectly, without first obtaining a license, which would not be transferable or assignable. The bill would except from this requirement a financial institution that collects its own debt in its own name. The bill would prescribe various informational requirements for a collection agency license application and require that an applicant, for purposes of licensure, maintain at least one office in the state that is open to the public during normal business hours, staffed by at least one full-time employee with access to specified records, and which accepts consumer payments made at that location. The bill would require a collection agency license to be renewed annually.

This bill contains other related provisions and other existing laws.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 765 (Galgiani D) Property tax deferment program: State Board of Equalization: oversight. (Amended: 4/11/2019 [html](#) [pdf](#))

Status: 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 4/24/2019)(May be acted upon Jan 2020)

Location: 4/26/2019-S. 2 YEAR

Summary: The California Constitution establishes the State Board of Equalization, consisting of the Controller and 4 other members elected from districts, and provides for the election, recall, impeachment, filling of vacancies, and salaries and benefits of those board members elected from districts. The California Constitution vests the board with various powers, duties, and responsibilities related to the administration of taxes imposed on property, insurance, and alcoholic beverages. Existing law, the County Deferred Property Tax Program for Senior Citizens and Disabled Citizens, authorizes a county to elect to participate in and administer the program. Existing law specifies that under the program, a participating county may defer a claimant's property taxes retroactively, for property taxes due on or before February 20, 2011, and prospectively, in accordance with specified procedures and requirements. This bill would require the board to hold a public hearing for the purpose of reviewing and making recommendations to the Legislature regarding the property tax deferment program described above

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SB 770 (Galgiani D) Property tax postponement: residential dwelling: minimum equity. (Amended: 5/1/2019 [html](#) [pdf](#))

Status: 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

Location: 5/17/2019-S. 2 YEAR

Summary: The Senior Citizens and Disabled Citizens Property Tax Postponement Law authorizes the Controller, upon approval of a claim for the postponement of ad valorem property taxes, to directly pay a county tax collector for the property taxes owed by the claimant on the claimant's residential dwelling, as provided. Existing law requires the owner's equity interest in the residential dwelling to be at least 40% of the full value of the property at the time the claimant or authorized agent files an initial

postponement claim in order to be eligible to participate in the postponement program. This bill would instead require, if there is more than one other encumbrance against the property at the time of initial postponement, the owner's equity interest to be at least 40%, and if there is one or fewer other encumbrances against the property at the time of initial postponement, the owner's equity interest to be at least 20%. The bill would also make a conforming change to a related provision.

Organization Assigned	Position	Priority	Subject	Group
UTA	MDB			

Notes 1:

SCA 3 **(Hill D) Property taxation: change in ownership: inheritance exclusion.** (Introduced: 12/4/2018 [html](#) [pdf](#))

Status: 5/21/2019-Ordered to inactive file on request of Senator Hill.

Location: 5/21/2019-S. INACTIVE FILE

Summary: The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975–76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution specifies various transfers that are not deemed to be a "purchase" or "change in ownership" of a property for these purposes, including the purchase or transfer of a principal residence from parents to their children, or, under certain circumstances, from grandparents to their grandchildren, and the purchase or transfer of the first \$1,000,000 of the full cash value of all other real property transferred from parents or grandparents to their children or grandchildren. This measure would limit the above-decried \$1,000,000 exclusion for purchases or transfers of real property other than a principal residence to purchases or transfers of nonresidential real property. The measure, except as provided, would provide that the transfer of the principal residence of a parent or grandparent is excluded from "purchase" or "change in ownership" under these provisions only if the transferee uses the residence as his or her principal residence within 12 months after the transfer. If the transferee subsequently ceases to use the residence as his or her principal residence, the measure would require that the residence be assessed at its full cash value as of the date of the transfer from the parent or grandparent to the transferee. The measure would provide that these changes apply to a purchase or transfer of real property on or after the effective date of the measure. The measure would also make various nonsubstantive changes.

Organization	Assigned	Position	Priority	Subject	Group
UTA	MDB				

Notes 1:

Total Measures: 30

Total Tracking Forms: 30

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Large Trustees Roundtable

Facilitators:

Tai Alailima
Carrington Foreclosure Services

Cathe Cole-Sherburn
Trustee Corps

Sponsored by





Tai Alailima

Tai Alailima is the Director for Carrington Foreclosure Services and the Secretary for the Board of Directors for the United Trustees Association. Tai has over 27 years of professional experience in the mortgage industry at trustees, legal representation and mortgage banking consultation firms, mortgage servicing and lending companies offering extensive knowledge of the fundamentals of residential mortgage lending, servicing, loss mitigation, secondary marketing and non-judicial foreclosures.



Cathe Cole-Sherburn

Cathe Cole-Sherburn serves as Senior Vice President of Default Operations for Trustee Corps. She is responsible for managing all aspects of operations, including audit, compliance and strategic planning and development of all offices.

Cathe brings over 35 years of all aspects of real estate mortgage default experience to the company.

Before joining Trustee Corps, Cathe was with the First American Trustee Servicing Solutions, where she was Senior Vice President. While there, her duties included the oversight and management of the Trustee Division. Prior to that, she was with the firm of Routh Crabtree Olsen/Northwest Trustee Services, where she was the Director of Operations and instrumental in setting up the AZ, CA, and HI offices and obtaining the Freddie Mac and Fannie Mae Counsel Designations. Prior to that, she was the Director of Operations for the Law Offices of Steven J. Melmet, Inc., for 14 years, and instrumental in obtaining in the Freddie Mac Designation and HUD Foreclosure Commissioner for state of CA.

Cathe currently serves as on the Board of the United Trustees Association as Vice President, as well as a Board member of the Women in Legal Leadership for American Legal & Financial Network. She is also a member of Arizona Trustee Association, Mortgage Bankers Association, California Mortgage Bankers Association, National Association of Professional Women and Society of Corporate Compliance and Ethics.

Cathe can be seen as a Moderator and/or Panelist at various industry conferences and provides seminars/training to our existing clients.

Large Trustees Roundtable

- 1) How are you handling Assignment issues?
- 2) Are you having document preparation issues for clients?
- 3) What is the best way to handle Service transfer issues?
- 4) What do you consider a “Stale” Document?
- 5) DMRS vs. ADR? Which do you prefer?
- 6) Post-Sale Conveyance – how are you dealing with minor legal description errors that are being denied acceptance?
- 7) Are your properties finally moving that have been on hold for HOA foreclosure sale?
- 8) Are you still issuing FDCPA letters?



Small Trustees Roundtable

Facilitators:

Robert Cullen
Redwood Trust Deed Services

Jennifer Kennick
S.B.S. Trust Deed Network

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PREMIER SERVICES for the LENDING PROFESSIONAL



Robert Cullen

Robert Cullen has over 26 years of foreclosure experience which encompass both trustee and loan servicing related organizations. He started his career in 1989 as a Trustee Sale Officer for a small mortgage company processing their own foreclosures. He helped found Redwood Trust Deed Services, Inc. in 1992 as a small independent foreclosure trustee. As the owner and operator, Robert has experienced first-hand the myriad of changes, both good and bad, in the foreclosure industry. He has processed foreclosures for a wide variety of both lenders and borrowers. He helped Redwood Trust Deed add loan servicing to its list of services and continues to be intimately involved in the day to day activities. He has also held a California Bureau of Real Estate license since 1991.



Jennifer Kennick

Jennifer Kennick is the Executive Vice President of S.B.S. Trust Deed Network and S.B.S. Lien Services. Jennifer began her career in 1992 with a law firm that specialized in HOA Lien Collections. She then worked for a lending institution in the default department before joining the S.B.S. Team in 1998.

With over 26 years of industry experience, Jennifer heads a 15 person team and oversees the day to day operations at S.B.S. Jennifer is a member of the United Trustee's Association (UTA) and is certified to process foreclosures in the states of CA, AZ and NV. Jennifer is also a member of and actively involved in both the Community Associations Institute (CAI) and the California Association of Community Managers (CACM).

Small Trustees Roundtable

- 1) How are trustees handling the increasing volume of calls about 'pre-foreclosure' that they find on various website?
- 2) People then get in touch with our borrowers, even via text, threatening them with a sale date that doesn't even exist. We spend a lot of time trying to talk our borrowers off the ledge because of information that is out there that we didn't create. I am curious as to how other trustees are handling.
- 3) How are trustees dealing with unsophisticated private lenders, especially if they have a HBOR loan? How do you advise them without giving legal advice?
- 4) How are companies tracking surplus funds? Are they harassing lienholders?
- 5) Lawsuits – objection to 2924I, now what? What makes a successful demurrer? Do you have to hold harmless with the lender? Have any Trustees countersued to recover attorney fees?
- 6) Do postponement fees exceed Trustees fee? How can that be?
- 7) What do you consider a "Stale" Document?
- 8) What role are Trustees playing with the property registration ordinances? Are any Trustees registering, or are they advising lenders, or ignoring them?



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Conference & Trade Show
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