

1 Lolina Porter  
832 Monterey Rd.  
2 Glendale, CA 91206  
3 901-347-0372  
818-571-9092

4 **IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE**  
5 **FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

6 **Lolina Porter,**

7 Plaintiff

8 vs.

Case No. \_\_\_\_\_

9 **GMAC HOMECOMINGS FINANCIALS** )  
10 **NETWORK** and/or his successor/s/, )  
individually, and in his official capacity as, )  
11 Beneficiary, and/or Substitution Trustee, )  
12 Trustee, other titles unknown to Plaintiffs, )  
an ens legis being used to conceal fraud,

**COMPLAINT AND EMERGENCY MOTION  
TO SET ASIDE FORECLOSURE  
JUDGMENT AND SALE OF REAL  
PROPERTY**

13 **AND**

14 **AURORA LOAN SERVICES, LLC** and/or  
his successor/s/, individually, and in his  
15 official capacity as, Beneficiary, and/or  
Substitution Trustee, Trustee, other titles  
16 unknown to Plaintiffs, an ens legis being  
used to conceal fraud,

**MOTION FOR PERMANENT INJUNCTIVE  
RELIEF BARRING FUTURE SALE OF  
REAL PROPERTY BY DEFENDANTS;  
(Enjoin Defendants from Resale of Real  
Property)**

17 **GENWORTH FINANCIAL** (Private Mortgage  
18 Insurance Company) and/or his  
19 successor/s/, individually, and in his official  
capacity as, Beneficiary, and/or Substitution  
20 Trustee, Trustee, other titles unknown to  
Plaintiffs, an ens legis being used to conceal  
21 fraud,

**AND**

**MOTION FOR PLAINTIFFS' AWARD  
FOR PUNITIVE DAMAGES INCLUDING  
LEGAL AND EQUITABLE RELIEF**

22 **AND JOHN DOES** (unknown parties  
23 claiming rights to said Deed of Trust and  
Note herein, ( 1-10,000), Et al, an ens legis  
24 being used to conceal fraud

25 Defendants

26 \_\_\_\_\_/

27 To the Honorable Chancellors of Shelby County, Tennessee for the Thirteenth  
28 Judicial District at Memphis:

1 I, Lolina Porter Plaintiff, *pro se*, do hereby respectfully submit the following  
2 ***Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real***  
3 ***Property, AND, Motion for Permanent Relief Barring Future Sale (Enjoin) of Real***  
4 ***Property***, pursuant to Tenn. Civ. Rule. 65, as well as ***Motion for Punitive Damages***  
5 ***including Legal and Equitable Relief for Plaintiffs by defendants***  
6

7  
8  
9 **I. INTRODUCTION**

10 **“Plaintiff”**  
11

12 **FIRST AMENDED COMPLAINT**

13 Come now the plaintiff, Lolina Porter acting on her own behalf by and through pro se  
14 action. And First Amended Complaint/Motions against the defendants hereby complain and  
15 Allege as follows:  
16

17 This cause is brought to action before this court-  
18  
19

20 **II. CLAIM - FACTUAL ALLEGATIONS**

21 The real property which is the subject of this dispute is located at 6131 Woodstock  
22 View Dr. Millington, TN 38053. Plaintiff purchased this home by obtaining a loan from  
23 Defendants GMAC Homecomings Financials Network in or about July 2005. Plaintiff's initial  
24 mortgage Payment was a little over \$500.00 a month plus a Private Mortgage Insurance  
25 payment of a Little over \$100.00 per month. Plaintiff, filed for Chapter 7 Bankruptcy in 2007  
26 after suffering from eclampsia during her first pregnancy. A copy of Bankruptcy discharged  
27 is appended to this complaint as **Exhibit 1**.  
28

1 Plaintiff, loss her six (6) year old job at Washington Mutual, now JP Morgan Chase on  
2 January 29, 2009. She took over the property management of their Tennessee rental  
3 homes from their hired property management company to cut down expenses and make  
4 this livelihood her source of income to help support her family while looking for a reasonable  
5 job. A copy of plaintiff's EDD Unemployment Certification is appended to this complaint as  
6 **Exhibit 2.**

8 Plaintiff realized a big loss of rental income since early of 2008 for this real property  
9 when a tenant failed to pay rent consistently to the hired property manager of the plaintiff  
10 and has owed \$14,861.50. Plaintiff evicted that tenant immediately and a copy of judgment  
11 on May 27, 2009 against plaintiff's tenant is appended to this complaint as **Exhibit 3.**

13 Plaintiff's husband, Mr. Brett Porter, eligibility worker at the Los Angeles County  
14 Department of Children and Family Services, had suffered from a severe ischemic stroke on  
15 his right brain hemisphere on July 10, 2009, was paralyzed, and he is recovering, but is still  
16 on disability and is medically refrained from going back to work until his condition improves.  
17 A copy of Medical MRI of plaintiff's spouse condition is appended to this complaint as  
18 **Exhibit 4.**

20 Plaintiff's total amount in delinquency for the subject real property is **11,229.92 as of**  
21 **February 3, 2010 per Defendant's HOPENOW employee, it's the amount Defendant**  
22 **said Plaintiff needed to pay to stop the foreclosure set and happened on February 4,**  
23 **2010.**

1 **III. SECOND CLAIM: WRONGFUL FORECLOSURE**

2 **“Predatory Lending”**

3 Defendant GMAC Homecomings Financial Network’s loan officer named Greg Scott  
4 who processed plaintiff’s loan, has entered plaintiff into a Stated Income program despite  
5 plaintiff has provided all the necessary proof of income and other documents the agent  
6 requested in order to obtain a good loan type. Defendant’s loan officer Greg Scott, made the  
7 plaintiff believe that she cannot get a good interest rate; hence, she was forced to settle on  
8 what the Defendant’s Loan Officer were giving. Plaintiff, realized later on after purchasing  
9 one property through GMAC loan officer Greg Scott was after that attractive incentives or  
10 commission every time he sells an Option Arm. It is alleged by way of his email to the  
11 Plaintiff, that he is insisting to sell another predatory loan. A copy of the email thread is  
12 appended to this complaint as **Exhibit 5**.  
13  
14

15 Plaintiff alleges Defendant GMAC Homecomings Financial Network, as the driving  
16 source in pushing these predatory lending strategies and loan products; hence, this is the  
17 very same reason our economy is in recession. A copy of the email thread where Mr. Greg  
18 Scott was really forcing plaintiff with threats to use him again for plaintiff’s next property  
19 purchase is appended to this complaint as **Exhibit 5**.  
20

21 Plaintiff has phoned GMAC Homecomings Financial Network, on numerous  
22 occasions, requesting to modify the Option Arm variable interest rate loan into fixed rate.  
23 Defendant, GMAC Customer Service staff directed plaintiff’s call to their Bankruptcy  
24 department staff. The bankruptcy staff promised that if plaintiff releases the loan from  
25 bankruptcy that Defendant will modify the loan, until then the defendants cannot offer any  
26 assistance.  
27  
28

1           However, few months after bankruptcy court releases and approved their motion for  
2 relief from automatic stay of this real property from plaintiff's chapter 7 Bankruptcy,  
3 defendant GMAC Homecomings Financial Network transferred the loan to Aurora Loan  
4 Services, LLC. Thus, Defendant did not fulfill its promise to plaintiff to restructure the loan as  
5 what Defendant GMAC Homecomings Financial Network employee had promised her.  
6

7           Plaintiff phoned the defendant persistently to find out the status of the requested loan  
8 modification, but to no avail. In the latter part of 2008, plaintiff received a notice from  
9 Homecomings that this loan has been transferred to Aurora Loan Services, LLC, and is the  
10 new "servicer" to handle the subject real property mortgage.  
11

12           Plaintiff struggled to make the payments in 2008 when the tenant of the subject real  
13 property did not make consistent payments for over a year, and ended up owing  
14 \$14,861.50. A copy of eviction judgment is appended to this complaint as **Exhibit 3**.  
15  
16  
17

#### 18 **IV. DECEPTIVE PRACTICES**

19           Plaintiff had no complete understanding of what Private Mortgage Insurance (PMI)  
20 really was at the time, plaintiff acknowledges that ignorant of it is no excuse. Hence, plaintiff  
21 phoned the Defendant Genworth Financial Private Mortgage Insurance to inquire. Plaintiff  
22 has paid PMI premium every time she made a mortgage payment. Plaintiff thought PMI is  
23 her ally, since she has been paying for it; she called Genworth Financial (the Private  
24 Mortgage Insurance Company) to find out more about PMI and to seek help in making the  
25 loan modification a reality. Defendant, Genworth Financial, did not explain to plaintiff upon  
26 inquiry that the beneficiary of PMI is none other than the lender/servicer and not the  
27 borrower. Defendant, Genworth Financial staff made plaintiff believe that they can help in  
28

1 making the loan modified, but November 2008 has passed, plaintiff did not hear anything  
2 from them, until plaintiff called again in December of 2008, a certain customer  
3 representative named "Ruth" told her that they cannot help at all as the PMI is for the  
4 lender's benefits only and not for borrowers. Plaintiff, in desperation to save her investment  
5 real property phoned the new "servicer" Aurora Loan Services, LLC, the "servicer" to seek  
6 help in modifying her Option Arm loan to fixed interest rate Principal and Interest payment.  
7

8 Defendant Aurora Loan Services, LLC was the alleged "servicer" yet in all the  
9 "workout agreement" they claimed as the "lender" of a loan on the Plaintiff's rental house at  
10 6131 Woodstock View Dr. Millington, TN 38053. Defendant is a "servicer", upon information  
11 and belief, a subsidiary of Aurora Loan Bank FSB under the ownership of Lehman Brothers.  
12 A federally chartered bank regulated by the Office of Thrift Supervision.  
13

14 Defendant, Aurora Loan Services, LLC, told plaintiff that in order for them to do the  
15 loan modification, that plaintiff must enter into a "Forbearance Agreement" with the servicer  
16 for 3 months and then they will do a loan modification even though it is a rental house.  
17 Plaintiff agreed and signed to a "Forbearance Agreement" with \$1,000 initial deposit and a  
18 payment of \$938.51 per month for 3 months, starting on February 2009 through April 2009.  
19

20 Plaintiff received a letter of denial of forbearance for non-payment of forbearance  
21 amount of \$938.51 in May of 2009, that plaintiff has breached the contract. Plaintiff, cannot  
22 believe so because plaintiff's husband Brett Porter sent a cashier check amounting to  
23 \$938.51 via FedEx with tracking number on it.  
24

25 Plaintiff called and faxed the proof of cashier check and the FedEx tracking number  
26 to defendant. Defendant, Aurora Loan Servicer, LLC researched the check and found out  
27  
28

1 that they are returning the cashier check because the loan number was incorrect, although  
2 the check has the property address, Defendant did not honor the cashier check. A copy of  
3 email thread showing plaintiff's intent and action to pay the forbearance is appended to this  
4 complaint as **Exhibit 5A**.

5  
6 Plaintiff continually requested help even after numerous denials yet persisted and  
7 finally got reinstated, but later on Aurora Loan Services, LLC has used this incident not to  
8 allow plaintiff to get approved for loan modification and accused plaintiff of breaking two  
9 more payments that were not true. Plaintiff resumed paying the forbearance payment of  
10 \$938.51 in May 2009, despite income was scarce as plaintiff has to incur court costs in  
11 evicting the tenants that owed back rents on this subject property. Plaintiff phoned the  
12 Defendant Aurora Loan Servicer, LLC in June 2009 to inquire about Aurora Loan Services'  
13 promise of Loan Modification once the Forbearance Agreement is completed. Plaintiff was  
14 told by a Customer Service that they are processing her loan modification request at that  
15 time and will notify her as soon as they are done reviewing her file. ***Plaintiff was told not***  
16 ***to send any payment since her Forbearance Agreement has been completed and***  
17 ***expired while they are reviewing her loan modification request. In the meantime, I***  
18 ***found a tenant for the subject property and they moved in on July 1, 2009.***  
19  
20  
21  
22

## 23 **V. INFLICTION OF EMOTIONAL DISTRESS**

24 On July 10, 2009, Plaintiff 's husband suffered from ischemic stroke and plaintiff has  
25 been in the hospital from that time with the husband and has not been able to open her  
26 mails until later of July 2009. Plaintiff got a call from defendant, Aurora Loan Services' staff,  
27 asking plaintiff to pay the July 2009 forbearance payment, plaintiff told the staff that back in  
28

1 June 2009, a staff has advised plaintiff not to pay until the loan modification review is  
2 completed. Plaintiff got confused on Defendant's employees conflicting advices, some staff  
3 had advised plaintiff not to pay while under review for loan modification, and then later on  
4 some staff is trying to collect and advising plaintiff to pay immediately. Since plaintiff was in  
5 the emergency room with the spouse who just had a stroke, she told the defendant's staff  
6 that she cannot make the payment because that day was actually the day when her  
7 husband was admitted to the hospital due to stroke and was taken by 911 to emergency  
8 room. These deceptive and derogatory business practices have caused emotional stress  
9 and distress to the plaintiff and her family. Plaintiff, after significant time in disposed due to  
10 spouses' sudden illness and Plaintiffs' undue stress form this as well as shortly received a  
11 letter from Defendant Aurora Loan Services, LLC towards the last week of July 2009. This  
12 letter stated Defendants decision of denying plaintiff's loan modification application because  
13 defendant accused plaintiff of missing one payment during the forbearance agreement (the  
14 April 2009 incident). The letter also states that the subject property is now in foreclosure,  
15 scheduled for sale on August 4, 2009. Plaintiff did not on top her knowledge receive any  
16 formal Foreclosure Notice sent to her at that time. Plaintiff phoned Defendant Aurora Loan  
17 Services, LLC immediately asking and begging the Defendant to review her application for  
18 Loan Modification, and informed them of the current hardships being faced at present, but  
19 Defendants, did not assist immediately. So Plaintiff stayed persistent and therefore decided  
20 to send an overnight letter to the defendant's then President and CEO Tom Wind,  
21 requesting to review her situation for loan modification.  
22  
23  
24  
25  
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28



1 **VI. SLANDER OF TITLE/ SLANDER OF CREDIT / VIOLATIONS OF THE CONSUMER**  
2 **PROTECTION ACT**

3 Defendant, Aurora Loan Services, after receiving the correspondence assigned her  
4 request to Ms. Alicia Hodson, a customer advocate from the Executive Office of the  
5 defendant Aurora Loan Services. Ms. Hodson called the plaintiff, and told her that she will  
6 postpone the foreclosure sale for 30 days and had asked the plaintiff to speak with one of  
7 the Customer Service staff for plaintiff to give financial information over the phone. Ms.  
8 Hodson transferred the call to a certain staff named "Elizabeth". Plaintiff, suggested to  
9 Elizabeth over the phone if plaintiff can fax the financial statement document before the  
10 interview starts so that information can be in synch accurately. Defendant's staff Elizabeth  
11 did not want the financial profit and loss statement faxed; instead she wants it taken over  
12 the phone. She said that it was better and faster to take information over the phone than  
13 mailing or faxing what the plaintiff have in paper. Plaintiff adhered to the defendant's staff  
14 Elizabeth and gave information over the phone figure by figure as per plaintiff's financial  
15 statement in paper. Plaintiff has no way to check whether the staff has entered the  
16 information accurately into the Defendant computer system, but plaintiff, trusted anyway.  
17 Defendant's staff Elizabeth, after phone interviewing plaintiff, immediately declared to  
18 plaintiff she does not qualify for loan modification because according to defendant's staff  
19 Elizabeth, the plaintiff is in deficit of -\$5,500. Plaintiff, phoned Ms. Alicia Hodson, again and  
20 as the foreclosure sale date was postponed to September 4, 2009, to ask for  
21 reconsideration. However, Ms. Hodson, did not want to give plaintiff anymore opportunity to  
22 modify the loan.  
23  
24  
25  
26

27 Defendant's Executive Customer Advocate, Ms. Alicia Hodson, offered the plaintiff  
28 her only solution is a repayment plan payment of over \$3,500 per month for 4 months, then

1 after the repayment plan according to Ms. Hodson, it is not a guarantee that the plaintiff will  
2 be given a chance of loan modification or if plaintiff do not take her offer, Ms. Hodson  
3 declared that she can no longer postpone the foreclosure sale on Sept. 4, 2009. Plaintiff,  
4 insisted to Ms. Hodson, that the information taken does not seem to be accurate as in the  
5 information the plaintiff has in her file. However, Defendant's executive customer advocate,  
6 Ms. Hodson, did not bother reviewing the information entered by "Elizabeth" that the plaintiff  
7 was trying to dispute. Plaintiff sent another letter to the defendant's President and CEO Tom  
8 Wind, to ask for another foreclosure postponement. It was moved to October 1, 2009.  
9 Defendant's executive staff Alicia Hodson, called plaintiff again and offered her another  
10 option to pay \$2,800 in repayment plan for 10 months. Plaintiff, in distress told Ms. Hodson  
11 that she could not afford that large payment. Plaintiff phoned and emailed the Defendant's  
12 ALS HOPE Now Customer Service [HOPENOW@alservices.com](mailto:HOPENOW@alservices.com) phone nos. (866)-521-3828  
13 to request for reconsideration. Plaintiff was hoping that they would review the information  
14 taken by the previous Customer Service referred by Defendant's Executive Customer  
15 Advocate Ms. Alicia Hodson. Plaintiff's call was taken by a Customer Service staff named  
16 Tony Henderson. Mr. Henderson took a look at the plaintiff's information in Defendant's  
17 computer system as entered in by the previous staff named "Elizabeth". Defendant's ALS  
18 Hope Now staff, Mr. Henderson, asked the plaintiff if the huge credit card payments over  
19 \$500 was true or not. Plaintiff denied as she was so surprised of that revelation, told Mr.  
20 Henderson, that she has no credit card payment expense since she filed for Chapter 7  
21 bankruptcy in October of 2007. Defendant's staff Mr. Henderson was kind enough to delete  
22 all the entries of plaintiff's records in their system and started interviewing the plaintiff again.  
23  
24  
25  
26  
27  
28

1 After interview, Mr. Henderson, said he can setup the plaintiff on a repayment plan  
2 for nine (9) months then on the 10th month, Mr. Henderson told plaintiff that she can  
3 resume the regular monthly payment of about \$569 per month depending on the interest  
4 rate applicable at the end of 9 months. The repayment plan setup by Mr. Henderson over  
5 the phone was at \$1,876.00 for nine (9) monthly payments with an initial plan payment of  
6 \$1,392.08. Mr. Henderson specifically says it is a Repayment Plan and did not mention any  
7 “workout agreement”. Mr. Henderson also specifically stated over the phone that at the end  
8 of nine (9) months repayment plan, that plaintiff will resume to regular payment of about  
9 \$600 depending on the interest rate prevailing at that future time. Plaintiff was so grateful  
10 and happy that someone had finally listened. In plaintiff’s gratefulness, she asked Mr.  
11 Henderson of his supervisor’s email address, Mr. Henderson gave it to the plaintiff.  
12  
13

14 Plaintiff, send a commendation letter via email to Mr. Tony Henderson’s boss named  
15 Ms. Renae Hinman. A copy of the email plaintiff sent to Ms. Hinman commending Mr.  
16 Henderson is appended to this complaint as **Exhibit 6**.  
17  
18

## 19 **VII: PLAINTIFFS MEMORANDUM -CAUSE OF ACTION**

### 20 **“Wrongful/Defective Workout Agreement”**

21  
22 1. Defendant, Aurora Loan Services, LLC sent plaintiff the “workout agreement”  
23 and repayment plan dated September 14, 2009. Plaintiff received the document on  
24 September 15, 2009. A copy of the “workout agreement” and repayment plan is appended  
25 to this complaint as **Exhibit 7**.  
26  
27  
28

1           2.       Plaintiff was confused as to why she was given two kinds of agreement. The  
2 first one was the “workout agreement”, and then there is an Attachment A called  
3 “Repayment Plan”. Plaintiff attempted to contact Mr. Henderson, but he was not available at  
4 that time. He emailed Mr. Henderson’s boss Renae Hinman for explanation before plaintiff  
5 signs the binding workout agreement and repayment plan, but did not hear any reply from  
6 her. A copy of the email sent to Ms. Renae Hinman dated 9/15/2009 is appended to this  
7 complaint as **Exhibit 8**.  
8

9  
10           3.       Plaintiff examined the “workout agreement” and repayment plan thoroughly  
11 and was surprised that at the end of 9 months, plaintiff will still owe \$10,585.66 as balloon  
12 payment. This dollar figure was never discussed to Plaintiff by Mr. Tony Henderson.  
13

14           4,       Plaintiff, was so clear in her understanding that Mr. Tony Henderson was so  
15 sure that plaintiff can resume regular monthly payment at the end of 9 months.  
16

17           5.       Plaintiff also noticed that in the attached Repayment Plan, Defendant was  
18 requiring the plaintiff to remit an initial installment of \$1,392.08 on or before 09/15/2009.  
19 Plaintiff alleges that the workout agreement is faulty. The Defendant purposely made the  
20 deadline so tight for the plaintiff to fail and break the agreement right on the very first day  
21 plaintiff receives the agreement. Plaintiff alleges that defendant is trying to set up plaintiff  
22 for failure again, because the agreement was dated 9/14/2009, and was not received by  
23 plaintiff until 9/15/2009 in the afternoon.  
24

25           6.       Plaintiff alleges Defendant, Aurora Loan Services, and LLC as truly a  
26 participant in this foreclosure mill by setting up plaintiff for sure failure that Defendant may  
27  
28

1 execute foreclosure. A copy of the "workout agreement" and repayment plan is appended to  
2 this complaint as **Exhibit 7**.

3  
4 7. Plaintiff, immediately phoned Defendant's ALS Hope Now staff, Mr. Tony  
5 Henderson, he was not available at that time, but plaintiff got hold of the staff named  
6 "Timika",

7  
8 8. Plaintiff explained to Defendant Timika the wrongful "workout agreement" with  
9 faulty deadline date of remitting the initial payment. Defendant's staff was even confused  
10 and advised the plaintiff not to sign it until staff "Timika" gets back to plaintiff. Defendant's  
11 staff who is compassionate and is willing to help. Timika works in the same department as  
12 Mr. Tony Henderson, according to the information she provided plaintiff.

13  
14 9. Plaintiff did not want to break the agreement set by Tony Henderson over the  
15 phone with her, but did not want to sign a written "workout agreement" and repayment plan  
16 that is faulty or wrongfully written. Plaintiff's concerns on the inconsistencies of the  
17 agreement against the verbal agreement set by Defendant's staff Mr. Tony Henderson and  
18 what was written is very important.

19  
20 10. Defendant's staff Timika called back and directed plaintiff to Mr. Jason  
21 Cramer, upon information given was the manager of Mr. Henderson and Tamika's  
22 department called the Foreclosure Prevention.

23  
24 11. Defendant's staff Mr. Jason Cramer, agreed that the document was very  
25 confusing with the deadline on 9/15/2009 same date as this document was delivered to  
26 plaintiff. Mr. Cramer, advised the plaintiff to remit via western union the initial installment of  
27 \$1,392.08 as soon as possible in exchange of extending the deadline. Defendant's staff Mr.  
28

1 Cramer, here is making guarantees and promises verbally. Defendant, Mr. Cramer advised  
2 the plaintiff to sign the agreement, so that the subject real property will not be foreclosed  
3 and then Mr. Cramer advised plaintiff to dispute the agreement later.  
4

5 12. Plaintiff, followed the advised of Defendant's staff Mr. Jason Cramer. A copy of  
6 the Western Union remittance of \$1,392.08 dated 9-21-2009 to Defendant is appended to  
7 this complaint as **Exhibit 9**.  
8

9 13. Plaintiff, sent a letter of request to Defendant's Executive staff Ms. Alicia  
10 Hodson in plaintiff's goal to find out the answers to all her concerns on the inconsistencies  
11 of the written "workout agreement", to find out why there is even a need for a balloon  
12 payment after the repayment plan. Defendant's staff Ms. Hodson did not respond.  
13

14 14. Plaintiff sent the first repayment plan payment of \$1,876 on 10-13-2009 with  
15 another letter of request asking for the detailed explanation and answers to the  
16 inconsistencies in the "workout agreement", on why the very high balloon payment. Plaintiff  
17 overnight the payment and letter of request via FedEx to Defendant's executive staff Ms.  
18 Alicia Hodson. Defendant's Ms. Hodson did not respond. A copy of cashier check  
19 amounting to \$1,876 dated 10-13-2009 is appended to this complaint as **Exhibit 10**.  
20  
21

22 15. Plaintiff received a very disappointing letter of breach of "forbearance  
23 agreement" from defendant, accusing plaintiff of non-payment of the forbearance payment.  
24 Plaintiff was really confused, the agreement plaintiff signed with reservation is the "workout  
25 agreement" and repayment plan, and not forbearance agreement, in plaintiff's  
26 understanding a forbearance payments goes into suspense account, whereas, a repayment  
27 plan goes into the principal balance. Notice the inconsistencies of Defendants in their  
28

1 employees and in writing. A copy of the Notice of non-payment of Forbearance Agreement  
2 is appended to this complaint as **Exhibit 11**.

3  
4 16. Plaintiff, in distress phone defendant's Ms. Hodson, and complained as to why  
5 the notice or letter of breach of repayment plan is necessary, given that plaintiff has sent the  
6 payment via FedEx. Defendant, Ms. Hodson added more to the distress of the plaintiff when  
7 she declared, payment has not been received and that defendant can no longer assist as  
8 foreclosure will pushed through.

9  
10 17. Plaintiff left her husband at the hospital, just to gather herself, wrote a  
11 complaint letter in tears and sent it with proof of payments and the signature proof of who  
12 received plaintiff's FedEx mail with cashier check as her first "**repayment plan payment**"  
13 **and not "forbearance agreement payment"**, address to the CEO and President Tom  
14 Wind. Plaintiff requested again for the explanation of all the charges in addition to what is  
15 clearly the delinquent amount that is written in the workout agreement. Another stressful,  
16 tensed, and anxiety day filled the plaintiff because of this wrongful accusations. A copy of  
17 plaintiff's email to Defendant's Attorney and the proof of payment is appended to this  
18 complaint as **Exhibit 12**.

19  
20  
21 18. Defendant's staff Ms. Hodson, did not reply, nor reaffirm the receipt of her  
22 payment. Plaintiff did not receive any phone call or letter from Defendant's Customer  
23 Service or Research Department that they have found her payment.

24  
25 19. Plaintiff, initiated to call defendant to find out if the payment for October 2009  
26 has been posted. Only then, that plaintiff found out that her payment was found. Plaintiff  
27 alleges that Defendants does not have quality screened and respectful staff or customer  
28

1 service, because none of the employees has informed or even acknowledged plaintiff's  
2 presentation of evidence or proof or payment. Not even a letter of apology. This wrongful  
3 conduct of Defendant should not deny plaintiff's motion for emergency injunctive relief as  
4 Plaintiff alleged that **Defendant failed to credit her payments in an accurate and timely**  
5 **manner.**  
6

7 20. Plaintiff, did not know how to make a Qualified Written Request at that time,  
8 but plaintiff sent her November 2009 payment and has been sending a Letter of Request to  
9 Defendant, for the concerns she has found in the faulty "workout agreement".  
10

11 21. Plaintiff, got tired and ran out of options on how to get Defendants to respond  
12 to plaintiff's inquiry on overly high charges and unknown source of balloon payment charges  
13 and other concerns on this faulty and wrongful "workout agreement". Plaintiff, sent via  
14 FedEx in December 2009, a check for a regular monthly mortgage payment of about  
15 \$569.00 instead of the \$1,876.00, in hope to catch the Defendant's attention.  
16

17 22. Plaintiff, decided to mail a payment less than the "workout agreement" plan  
18 stated payment because defendant has not been returning all her requests of explanation of  
19 the faulty and wrongfully written "workout agreement", plaintiff has raised these questions  
20 before signing the "workout agreement" and repayment plan, as well as during the 3 months  
21 of sending the plan payments, but Plaintiff receive no response from Defendants in all those  
22 times.  
23

24 23. Defendant, Aurora Loan Services, LLC upon receipt of plaintiff's payment less  
25 than what was in the "workout agreement", immediately instructed to have its executive staff  
26 Ms. Alicia Hodson to phone the plaintiff to remind her of the consequences of breaking this  
27  
28



1 faulty “workout agreement”. Defendant’s Ms. Hodson never even discuss or explain or  
2 acknowledged plaintiff’s questions, inquiry, or request for explanation of the “workout  
3 agreement”, which plaintiff is entitled to. Ms. Hodson, initiated foreclosure proceedings  
4 again. Therefore, Plaintiff alleges that this non-responsiveness of Defendants to valid  
5 inquiries of plaintiff is but another strategy of Defendant to pursue foreclosure.  
6

7         24. In Plaintiff’s opinion, she did not break any agreement because there was no  
8 good agreement, the “workout agreement” prepared by Defendant is faulty and cannot even  
9 explained by the Defendant, thus, it nullifies every word written in it.  
10

## 11 12 **VIII: PLAINTIFFS MEMORADUM CAUSE OF ACTION CONTINUED**

### 13 **“Wrongful Foreclosure”**

14  
15         1. Plaintiff alleges that Defendant, Aurora Loan Services, LLC, is a “servicer”, an  
16 affiliate of Aurora Bank, Federal Savings Bank (FSB), a federally chartered institution, who  
17 operates a “foreclosure mill” in exchange of a big incentive per home foreclosed.  
18

19         2. Plaintiff alleges that Defendant, Aurora Loan Services restarted the  
20 foreclosure proceedings through the Nationwide Trustee Services, Inc. having no basis at  
21 all because their faulty “workout agreement” is null and void. Hence, it is a wrongful  
22 foreclosure.  
23

24         3. Plaintiff did not get any formal foreclosure Notice at all at her home address in  
25 California; instead Nationwide Trustee Services, Inc. sent all the formal foreclosure notices  
26 and posted to the door of the plaintiff’s tenant who was occupying the real property at 6131  
27 Woodstock View Dr. Millington, TN 38053 in January 2010.  
28

1           4.       Plaintiff received no foreclosure notice that has a sale date of February 4,  
2 2010. Plaintiff's tenants however, communicated to plaintiff, that some unknown individual  
3 posted the Foreclosure Notice at tenant's door at 6131 Woodstock View Dr. Millington, TN  
4 38053.  
5

6           5.       Defendant's strategy to foreclose homes faster is to fraudulently set up plaintiff  
7 for failure by forcing plaintiff to enter into faulty "workout agreement". It is further alleges that  
8 this "workout agreement" is misleading as it was sent to the plaintiff on the same day as  
9 defendant is expecting to receive the funds for initial repayment plan.  
10

11           6.       In addition, when Plaintiff seek help from a legal counsel on January 28,  
12 2010, the counsel and Plaintiff phoned the Defendant's HOPENOW team to find out if  
13 foreclosure can be stopped. Defendant's employee named Tony told us on a speaker  
14 phone that Plaintiff's loan is being reviewed again for loan modification and foreclosure on  
15 February 4, 2010 will be postponed, he claimed that approval of loan mod is dependent on  
16 the investors. Plaintiff also ask Defendant's employee Tony of the total delinquency amount  
17 and how much Plaintiff needs to reinstate the loan, The Defendant Tony told plaintiff that the  
18 amount in delinquency was **\$11,229.92** A copy of Plaintiff's email to HOPE Now Team is  
19 appended to this complaint as **Exhibit 13**.  
20  
21

22           7.       Plaintiff, immediately reviewed her loan documents and found out that the  
23 Trustee was named as "Arnold Weiss". Plaintiff immediately searches for the trustee's  
24 phone number and email. Plaintiff emailed the known trustee of the subject property that  
25 was purchased in 2005. Mr. Arnold Weiss's secretary replied via email that Mr. Weiss might  
26 have been the original trustee before, but has no vested interest anymore. A copy of email  
27 thread is appended to this complaint as **Exhibit 17**.  
28

1           8.       Plaintiff, alleges that Defendant's faulty "workout agreement" and Defendant's  
2 executive staff and others who were harassing and threatening her that if she does not sign  
3 the faulty "workout agreement", that defendant will foreclose the home, has terribly caused  
4 her harm mentally, physically, emotionally and financially. A copy of this faulty "workout  
5 agreement" and repayment plan is appended in this complaint as **Exhibit 7**.  
6

7           9.       Plaintiff alleges that Defendant's Executive Office played a major role in  
8 implementing foreclosure despite some employees has shown plaintiff of some hope and  
9 chances, that it was whatever Mr. Alicia Hodson had stated prevailed. A copy of plaintiff's  
10 email thread with Mr. Jason Cramer who advised plaintiff to sign workout agreement then  
11 dispute later, is appended to this complaint as **Exhibit 18**.  
12

13           10.     Sometime in May of 2010, after the subject property has been foreclosed by  
14 Aurora Loan Services, LLC. Defendant, Genworth Financial sent somebody to interview the  
15 plaintiff and to verify the validity of Defendant, Aurora Loan Services claims for Private  
16 Mortgage Insurance regarding the subject real property.  
17

18           11.     Plaintiff was told by Defendant, Genworth Financials hired agent to interview  
19 Plaintiff, because Aurora Loan Services, LLC are claiming against the Private Mortgage  
20 Insurance since the plaintiff, as the borrower failed to pay the mortgage. During this time is  
21 when plaintiff found out the forged income of plaintiff stated by GMAC Homecomings loan  
22 officer during the loan application.  
23

24           12.     Plaintiff alleges Genworth Financial of invading plaintiff's privacy by having an  
25 agent knocks at the plaintiff's door to solicit some confidential information without notifying  
26 plaintiff ahead of time in writing.  
27  
28

1           13.     Plaintiff alleges Defendant Genworth Financial of trying to collect from plaintiff  
2 some or all the monies in place of what they will or have reimbursed the Defendant Aurora  
3 Loan Services, LLC for their claim on this real property in dispute. A sickening cycle of these  
4 Defendants to really torn plaintiff apart and yet who wins in the end is basically the  
5 Defendants themselves after stripping plaintiff off what little she has left.  
6

7  
8 **IX: PLAINTIFFS ALLEGATIONS IN SUPPORT OF COMPLAINT**  
9

10           1.     Plaintiff alleges Defendant Genworth Financial to having this strategy in place  
11 to participate in getting the homeowners or borrowers get lost in the process called “helping  
12 homeowners” or having employees with lack of know-how in helping customers, in which  
13 case Defendants action on plaintiff’s inquiries has delayed furthermore the plaintiff’s goal to  
14 get a loan modification. Instead of helping the customer who pays PMI premium of a good  
15 understanding of what the product is all about, Defendant’s employees does not help in  
16 educating customers that are asking for this information.  
17

18           2.     The Defendants, GMAC Homecomings Financial Network have imposed a  
19 predatory loan which was calculated from the outside to prompt defaults and stripping the  
20 Plaintiff of her money, and any equity that she might have in the real property.  
21

22           3.     Plaintiff alleges that Defendant GMAC Homecomings Financial Network and  
23 its loan officers, Greg Scott, has fraudulently declared plaintiff’s income over and beyond  
24 what was stated in plaintiff’s paystub given by plaintiff and entered plaintiff in an Option  
25 ARM loan product type, which Plaintiff alleges the loan officers get paid more incentives  
26 selling subprime loans than offering a traditional loan type with Principal and Fixed Interest  
27  
28

1 payment. Same loan officer, Greg Scott, who would like to earn another business from the  
2 plaintiff, has shown unprofessional, immature, and unacceptable behavior, when plaintiff  
3 turned his offer down for the next purchase, as plaintiff realized that with her credit, she got  
4 a better traditional loan type from Washington Mutual Bank. A copy of the email thread  
5 showing plaintiff got approved for a 15-year term fixed P&I from Washington Mutual is  
6 appended to this complaint as **Exhibit 5**.

8           4. Plaintiff alleges that Defendants, GMAC Homecomings Financial Network has  
9 made false promises to the plaintiff which Defendant intentionally did not want to fulfill,  
10 hence, Defendant immediately transfer subject property's servicing to Aurora Loan  
11 Services, LLC.

13           5. Plaintiff alleges that the transfer to Aurora Loan Servicing of GMAC  
14 Homecomings was not recorded anywhere in the public registry of records of the registry of  
15 deeds, not even a record that GMAC Homecomings has transferred the deed to Nationwide  
16 Trustee whom Aurora Loan Services hired to act as the Trustee and who foreclosed the  
17 subject property. Hence, Aurora Loan Services or Nationwide Trustee is alleged to have  
18 no right to foreclose the subject real property. A copy of Deed of Trust recorded from  
19 Registry of Deed is appended to this complaint as **Exhibit 20**.

22           6. Plaintiff alleges that the notices were faulty in that they sought the wrong  
23 amount and balance in payment from her and that her default, if any, was grossly  
24 overstated by the Defendants.

26           7. Plaintiff alleges that the charges and fees which have been run up on the  
27 account are excessive, duplicative, and have led to further and additional defaults.  
28

1           8.       Plaintiff alleges that the Deed of Trust in this instance is a contract of adhesion  
2 not contemplated, read or negotiated by the parties, and that the process in Tennessee of  
3 foreclosure by a Trustee on the courthouse steps denies citizens of rights they would  
4 otherwise have to due process under law. It renders substantial or complete control in the  
5 hands of the lender with few, if any rights, for the consumers, borrowers and home buyers.  
6

7           9.       Plaintiff alleges that Defendants, Aurora Loan Services feed into this  
8 foreclosure mill a thousands of foreclose homes in a non-judicial states, in exchange of  
9 incentives without regard to the result of their wrongful conduct to the well being of the  
10 homeowners. An inventory of real estate properties they can use to file a claim against the  
11 Private Mortgage Insurance, once claim has been paid, then Defendants can turn around  
12 and get more bail out money from the government, and/or sell the real state property at a  
13 very reduced price for profit again, even though their claim against Private Mortgage  
14 Insurance has already been paid.  
15  
16

17           10.     Defendant, Genworth Financial is hereby requested to answer with proof of  
18 any paid claims to Defendant, Aurora Loan Services, LLC and for how much in terms of  
19 dollar amount was given to Aurora Loan Services, LLC as the claim amount approved by  
20 Genworth to reimburse, pertaining to the real property disputed in this complaint.  
21

22           11.     Plaintiff alleges that Defendants wrongful conduct has violated the Tennessee  
23 Consumer Protection Act and they are guilty of false and misleading practices in violation of  
24 T.C.A. 47-18-101 et seq. It is specially alleged that the solicitation of funds when publishing  
25 and pursuing a foreclosure is a misleading practice, especially as in this case when it is  
26  
27  
28

1 coupled with suggestions of a loan repayment and/or the “workout agreement” plan in which  
2 Defendants apparently had no intention in proceeding with or completing.

3  
4 12. Plaintiff alleges that it is misleading to debtors and consumers to have a  
5 collection department that is soliciting inquiries and telling debtors and consumer’s one  
6 thing, and a defendant’s lawyer who is foreclosing on the property at the same time. In this  
7 case, there was no notice of anything except the payments which were due with  
8 unbelievably high amount were incorrect.  
9

10 13. As a result of not receiving proper notices, the Defendants have left Plaintiff  
11 with no timetable that is manageable for the reinstatement of her loan. In fact, she has been  
12 told it is impossibility.  
13

14 14. Plaintiff alleges that the Attorney hired by Defendant Aurora Loan Services to  
15 represent them is guilty of being a puppet or somewhat like a robo-signer, a robo-agree to  
16 whatever Defendant declare, thus nullifying his education as an attorney expected to uphold  
17 the law, in just and fair manner. That just because he is being paid, he disregarded to even  
18 mediate between and advise his client of what is fair and just. The Attorney’s name is Justin  
19 D. Balser from Akerman Senterfitt based at 511 Sixteenth Street, Suite 420 Denver, CO  
20 80202. A noble man of the law will look at all angles and corners and find any fault his client  
21 may have committed and advise client of what is fair and just to do, not just bombarding the  
22 plaintiff with a repetition of words the Defendant had told him, he did not even looked at the  
23 wrongful “workout agreement” and repayment plan his client encouraged and/or  
24 forced Plaintiff to sign. A copy of Defendant’s hired lawyer’s email is appended to this  
25 complaint as **Exhibit 13**.  
26  
27  
28

1           15. Plaintiff alleges that Atty. Balser, Defendants Attorney has failed to answer her  
2 inquiry of what are those four (4) broken loan workouts that Aurora Loan Services were  
3 accusing Plaintiff about. It was 24 hours before the foreclosure date, though Plaintiff  
4 continued to email, Defendants Attorney did not even reply to answer the inquiry of Plaintiff.  
5 A copy of plaintiff's email to Atty Balser is appended to this complaint as **Exhibit 14.**  
6

7           16. Plaintiff further alleges that the Defendant Aurora Loan Services, LLC had  
8 insufficient staff to work on loan modification proposals or not equip to even do a quality  
9 control on data gathered from plaintiff, that one was expressly solicited from her, and  
10 declined the same day before the alleged foreclosure sale.  
11

12           17. The Plaintiff was denied a reasonable review of a loan modification on her  
13 rental home. This was done in part because the fees and costs which the lender paid were  
14 excessive and unnecessary, and ran the defaulted amount skyward with little or no  
15 explanation. Plaintiff went all avenues to find out answers, even spoke to a certain Elizabeth  
16 Santoro who emailed Plaintiff a spreadsheet but really not much of an explanation to  
17 answer all her questions as far as unpaid balance goes. Defendant staff, Ms. Santoro  
18 emailed a spreadsheet as her response to plaintiff's inquiry expecting plaintiff to understand  
19 all the columns, but with another twist to the effect of proceeding with foreclosure on  
20 October 1, 2009 as scheduled if funds are not received in their office in full by end of 9-25-  
21 2009. A copy of Ms. Santoro's email and spreadsheet is appended to this complaint as  
22 **Exhibit 15.**  
23  
24  
25

26           18. Plaintiff requests permanent injunction as to the eviction of her and/or her  
27 tenants. At this time the tenants of plaintiff were relocated as the Defendant, and  
28



1 defendant's agents enforced the eviction on plaintiff's tenants even though she has a one  
2 (1) year valid lease agreement. Instead of honoring the lease agreements, defendant's  
3 agents offered plaintiff's cash to move out, which plaintiff's tenants did not accept. The  
4 denial of injunctive relief will result in irreparable harm to Plaintiffs. A copy of tenants lease  
5 agreement and Plaintiff's letter sent to Shelby County General Session Court Room 106 is  
6 appended to this complaint as **Exhibit 19**.  
7

8  
9 19. Plaintiff alleges that as a result of the all Defendant's concerted wrongful  
10 conduct, the Plaintiff has been damaged, has no peace of mind with respect to this property,  
11 and has lost financing opportunities and other avenues of relief.

12  
13 20. Plaintiff has no full, complete and adequate remedy at law for the wrongs  
14 complained herein. Only this court has jurisdiction to evaluate the fairness and the  
15 appropriateness of the foreclosure, the eviction courts do not entertain issues as to the  
16 legality of the foreclosure or as issues to title.

17  
18 21. A copy of a similar case with judgment including a list of similar cases is  
19 appended to this complaint as **Exhibit 21**.  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **X: CONCLUSION**

2 **WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:**

3 **RELIEF**

4  
5 1. Defendants and that they are required to answer this suit or suffer a judgment by  
6 default.

7  
8 2. For Defendant, GMAC Homecomings Financial Network to prove in this court  
9 that its loan officer, underwriters, and other agents did not purposely forged, stated and  
10 approved plaintiff's monthly gross income higher than what was reported by plaintiff in the  
11 paystubs submitted to the loan officer, in order for the loan officer to get the loan approved  
12 even though plaintiff could have been qualified to a better conservative type of loan, for the  
13 very reason that loan officers will be receiving higher incentives or commission.

14  
15 3. For this court to determine appropriate punishment under the law if the alleged  
16 fraudulent act of the Defendant GMAC Homecomings Financial Network in forging  
17 borrower's financial information for their ultimate financial gains and engaging in predatory  
18 lending. In addition, for Defendant GMAC Homecomings Financial Network to present  
19 Plaintiff's Loan Application, Good Faith Estimate, Loan Documents, Deed of Trust and  
20 other documents pertaining to the Plaintiff obtaining the loan from Defendant in purchasing  
21 the subject real property.

22  
23 4. For all the Defendants to prove in court the actual owner(s) and trustees of the  
24 plaintiff's Note as recorded in the registry of deeds, securitized or not, from the time plaintiff  
25 obtained the loan from GMAC Homecomings Financial Network up to the time Aurora Loan  
26 Services, LLC and its attorneys foreclosed on this subject real property. Defendant GMAC  
27  
28

1 Homecomings sold the loan to Aurora Loan Services, but did not record any of these sale in  
2 the registry of deeds for public access. A copy of the only two transfer activities recorded in  
3 the Shelby County Registry of Deeds is appended in this complaint as **Exhibit 18**.  
4

5 5. For GMAC Homecomings Financial to hire and finance the cost of a 3<sup>rd</sup> party  
6 qualified expert(s) in the field of business and computer systems analysis, whose  
7 qualification is presented, screened, and approved by plaintiff. For Plaintiff be allowed to  
8 recommend a qualified expert in the field of business and computer systems analysis.  
9

10 6. For these “experts” hired by GMAC Homecomings to present/demonstrate in  
11 this court the federal and states legal requirements, process and proper way of selling a  
12 loan to another bank or servicer with system flowcharts and business and federal and  
13 states legal requirements of “selling a loan” process before they initiate investigation of the  
14 old and current system practice of GMAC Homecomings Financial Network’s “selling a loan”  
15 process.  
16

17 7. For this expert to analyze GMAC Homecomings Financial’s system process.  
18 Present and/or demonstrate with proof of that analysis findings of the actual action taken  
19 when GMAC Homecomings Financial had sold to Aurora Loan Services, LLC this subject  
20 real property’s mortgage loan.  
21

22 8. Plaintiff demands a conclusion from the expert that would determine if  
23 Defendant had adhere or not to the federal and state legal requirement of “selling a loan”.  
24

25 9. For Defendant Aurora Loan Services, LLC to provide in court all the investors,  
26 their names, mailing address and phone numbers that owns the subject real property’s note  
27 as of February 3, 2010, the day before the foreclosure date.  
28

1           10.     For the Defendant Aurora Loan Services, LLC to provide in court as to who  
2 among the investors has legitimate rights to foreclose on this subject real property on  
3 February 4, 2010.  
4

5           11.     For Aurora Loan Services, LLC to hire and finance the cost of a 3<sup>rd</sup> party  
6 qualified expert(s) in the field of business and computer systems analysis, whose  
7 qualification is presented, screened, and approved by plaintiff. For Plaintiff be allowed to  
8 recommend a qualified expert in the field of business and computer systems analysis.  
9

10           12.     For these “experts” hired by Aurora Loan Services, LLC to  
11 present/demonstrate in this court the federal and states legal requirements, process and  
12 proper way of “servicing a loan” , “workout process” and “foreclosing a loan” with system  
13 flowcharts, business requirements and federal and states legal requirements. In addition, for  
14 the experts to present list of legal rights of servicers over a borrowers loan and real  
15 property, limitations and/or constraints of “servicing a loan” , “forbearance agreement  
16 system”, “workout agreement system”, “repayment plan system” and “foreclosure system”,  
17 and experts presentation and/or demonstration of the legal and proper system process in  
18 court be done before the experts initiate investigation of the old and current system practice  
19 of Aurora Loan Services, LLC in “servicing a loan” , “workout process” and “foreclosing a  
20 loan”.  
21  
22

23           13.     For the expert(s) to analyze Aurora Loan Services’ “servicing system process”,  
24 “workout system process”, and “foreclosure system process”. Present and/or demonstrate  
25 with proof of findings of experts analysis of the actual action taken when Defendant Aurora  
26  
27  
28

1 Loan Services, LLC handles its servicing process, its workout process, and foreclosure  
2 process of this subject real property's mortgage loan.

3  
4 14. Plaintiff demands a conclusion from the expert that would determine if  
5 Defendant had adhere or not to the federal and state legal requirement of "servicing  
6 process", "workout process" and "foreclosure process".

7  
8 15. For Defendant Aurora Loan Services, LLC to provide in court their proof that  
9 plaintiff intentionally broke four (4) workout agreements as the basis of Defendant to deny  
10 loan modification assistance to the plaintiff reaffirmed by their counsel Atty. Justin D. Balser.

11  
12 16. For Defendant Genworth Financial to provide proof of Defendant Aurora Loan  
13 Services' application of claim against Private Mortgage Insurance policy paid for by plaintiff  
14 for this subject real property, and proof of payment to the claim of Aurora Loan Services,  
15 LLC with accurate figures and date claim was paid.

16  
17 17. For a Motion to Set Aside Foreclosure Judgment so plaintiff can continue with  
18 civil as well as possible criminal filings in regards to this action.

19  
20 18. For an emergency permanent injunction as well as permanent injunction  
21 motion be granted based on the wrongful conduct and behavior of Defendant Aurora Loan  
22 Services its agents, counsel and employees, and to protect the rights of the Plaintiff and  
23 keep her in her rental home, allow her to rent it to tenants for her livelihood after the  
24 foreclosure and until this litigation can be resolved. It is well settled that a deprivation of a  
25 person's legally protected property right will result in irreparable harm.  
26  
27  
28

1           19.     In the instant case, Defendants' wrongful conduct has severely invaded  
2 Plaintiffs' legally protected property rights. Moreover, the harm resulting from Defendants'  
3 wrongful conduct is continuing, making any assessment of monetary damages even more  
4 uncertain and difficult.  
5

6           20.     Accordingly, Plaintiffs' Complaint clearly establishes that a denial of injunctive  
7 relief will result in immediate and continuing irreparable harm to Plaintiffs.  
8

9           21.     For the redemption of the real property and/or permanently reverse the  
10 foreclosure of the real property in dispute as it was wrongfully foreclosed on February 4,  
11 2010 as a result of concerted wrongful conduct of Defendants in damaging the plaintiff,  
12 leaving her with no peace mind, as plaintiff has lost source of livelihood, lost financing  
13 opportunities and other avenues of relief and plaintiff's lost of her retirement money used in  
14 purchasing this subject real property.  
15

16           22.     For the judge to order Defendant to reverse foreclosure return real property to  
17 plaintiff free and clear since Defendant is alleged to have already been paid by Genworth  
18 Financial for their claim of the total value of the home as insured in the policy as a result of  
19 their wrongful conduct that damages plaintiff.  
20

21           23.     For all the Defendants to prove in court that they have not backdated, nor  
22 notarized in advance or later, any documents pertaining to this subject real property from  
23 the time plaintiff purchased or obtain the loan from GMAC Homecomings Financials up to  
24 the time Aurora Loan Services, LLC and its attorneys foreclosed on this subject real  
25 property.  
26  
27  
28

1           24.     For Defendant Aurora Loan Services, LLC to provide in court an explanation/  
2 reason why they sold the subject real property in an auction for a high price of \$146,000 on  
3 February 4, 2010 given that real property value has gone down, hence, nobody bought the  
4 subject real property at an auction but none other than the Defendant Aurora Loan Services  
5 for approximately \$117,000. Now, selling the same property to public for the price of  
6 \$76,000. To explain why they did not sold the same for the price of \$76,000 at the auction  
7 on Feb.4, 2010.  
8

9  
10           25.     Plaintiff alleges that Defendant must have really been paid for the value of the  
11 real property by Genworth, and therefore by disposing the real property at a lower price  
12 means additional financial gain to the Defendant.  
13

14           26.     For Defendant Aurora Loan Services, LLC to provide in court an accounting of  
15 who received that less than \$118,000 funds that Aurora Loan Services, LLC paid to  
16 purchase the subject real property.  
17

18           27.     For Defendant Aurora Loan Services, LLC to provide in court an accounting of  
19 what incentives and how much they have received for foreclosing this subject property and  
20 the source of these incentive funds.  
21

22           28.     For Defendant Aurora Loan Services, LLC to provide in court an accounting of  
23 how much was received from Genworth Financials as a result of their claims for this subject  
24 property.  
25

26           29.     For Defendant Aurora Loan Services, LLC to provide in court any proof on  
27 how they handle the foreclosure process of this subject real property from the beginning to  
28 the acquisition and transferring of title to the name of the Defendant. To show proof that

1 Defendant and their attorneys did not use MERS or robo-signers to expedite this foreclosure  
2 process.

3  
4 30. For Defendant Aurora Loan Services, LLC to provide reason in court why they  
5 are selling the subject real property to an innocent buyer, where in they are delinquent in  
6 their payment of Homeowners Association dues and they have not disclose HOA fees to the  
7 new buyer until three days before their planned escrow closing.

8  
9 31. For Defendant Aurora Loan Services, LLC to provide an accounting of where  
10 would the proceeds of selling this subject real property go once it is sold.

11  
12 32. For Defendant Aurora Loan Services, LLC to provide in court the incentives  
13 they receive per one home they successfully foreclose, and from whom are these funds  
14 coming from.

15  
16 33. For the Judge of this court to help plaintiff to be heard in the Jury, and to be  
17 given justice from all the harmful concerted strategies executed by these Defendants to  
18 setup plaintiff for failure so that they can smoothly foreclose on the subject real property in  
19 exchange of an incentive, and/or financial gains for themselves and the owners of the  
20 companies.

21  
22 34. For the Judge of this court to be informed that these Defendants, especially  
23 Aurora Loan Services (owned by Lehman Brothers) has caused severe damage to  
24 thousands of Americans by taking their homes through lies, deceit, fraud, and wrongful  
25 foreclosures, just like they did to Plaintiff as stated in the above.  
26  
27  
28



1           35.     For the Judge of this court to be informed that Plaintiff has and is in  
2 communication with all these victims who have lost their homes to wrongful foreclosure by  
3 Defendant Aurora Loan Services, yet cannot fight for their rights to file a complaint due to  
4 lack of finances or just merely lost hope in our Judicial System.  
5

6           36.     For Defendant Aurora Loan Services to present/demonstrate to the court the  
7 difference by definitions and functions of "Forbearance Agreement", "Workout Agreement",  
8 and "Repayment Plan" and what these does to borrowers account once payment from  
9 borrower is received, and what happened to suspense accounts after "Forbearance  
10 Agreement" is satisfied.  
11

12           37.     For Defendant Aurora Loan Services, LLC to pay the Woodstock Hills  
13 Homeowners Association (HOA) delinquencies of \$3,220 including legal cost and other  
14 administrative cost, for non-payment of HOA fees from the time they acquired the subject  
15 property on February 4, 2010.  
16

17           38.     For the honorable Judge to be informed that Plaintiff happens to be the HOA  
18 administrator of the subdivision where the subject real property is located and a member or  
19 a part of the Association. However, Defendant Aurora Loan Services has been ignoring the  
20 invoices or bills sent from February 2010 to present.  
21

22           39.     Plaintiff alleges that Defendant purposely does not want to pay the dues, in  
23 the meantime, plaintiff and the homeowners association has been shouldering all the  
24 expenses incurred. HOA Administration was only notified three (3) days before they were  
25 closing the sale. It was only then that they feel obliged to find out about HOA dues.  
26  
27  
28

1 However, as of the filing of this lawsuit, the Defendant has not paid the HOA dues and other  
2 costs as billed to them.

3  
4 40. For the Judge to be informed that HOA Administrator, who happens to be the  
5 same as the Plaintiff, has already filed a lien against the property because of their wrongful  
6 conduct in ignoring their obligations to pay the HOA fees.

7  
8 41. For the Judge to give Plaintiff permission to include this issue in the Plaintiff's  
9 complaint as part of Plaintiff's demonstration on how wrongful, abusive, unfair, and  
10 fraudulent this Defendant Aurora Loan Service, LLC in dealing with their small HOA fees  
11 obligation, yet they keep foreclosing on humble citizen of America who has valid and  
12 reasonable excuses due to unexpected and unavoidable circumstances in their lives, jobs  
13 and their finances. A copy of email thread from the closing attorney of Defendant is  
14 appended to this complaint as **Exhibit 16**.

15  
16 42. For this court that has jurisdiction to investigate further the Defendant, GMAC  
17 Homecomings Financial Network's alleged predatory lending practice and be judged if  
18 found guilty to return stolen equity to the Plaintiff, other borrowers or homeowners.

19  
20 43. For this court that has jurisdiction to investigate Defendant Aurora Loan  
21 Services practice of faulty procedure in framing up homeowners who requested for loan  
22 modification but rather direct them to a trap of wrongful foreclosure and may Defendant be  
23 judged to reverse all these foreclosures including plaintiff's brought about by their wrongful  
24 conduct of framing homeowners who are just merely wanting to get their payments modified  
25 so as for the plaintiffs and homeowners to keep their homes.  
26  
27  
28

1           44.     For this court that has jurisdiction to investigate Defendant Aurora Loan  
2 Services practice of overcharging homeowners beyond what is the reasonable and  
3 appropriate such as excessive foreclosure fees over and over again due to their wrongful  
4 conduct , on how Defendant handles foreclosure, and be judged to return all the proven  
5 overcharges, foreclosure fees that is merely due to their wrongful conduct of business.  
6

7           45.     For Defendant GMAC Homecomings Financial Network to prove that when  
8 they transfer all responsibilities for this real property to Aurora Loan Services that they  
9 recorded in the registry of deeds the said transfer and/or a transfer to another trustee.  
10

11           46.     For TWO MILLION DOLLARS (\$2,000,000.00) in punitive damages from the  
12 Defendants GMAC Homecomings Financial Network and Defendant Aurora Loan Services  
13 for the wrongful conduct and losses which is detailed above, so that Defendants may refrain  
14 from abusing, victimizing, threatening another innocent, striving, humble citizen of America.  
15

16           47.     For the right to amend this complaint after discovery and additional information  
17 uncovered...  
18

19           48.     For such further and other relief as to which the Plaintiff may be entitled.  
20

21           49.     For a Jury Trial.  
22

23           So help the truth to prevail God.  
24  
25  
26  
27  
28

1 **RESPECTFULLY SUBMITTED: This 22<sup>nd</sup> day of October, in the year, 2010 .**

2  
3  
4 **BY: \_\_\_\_\_,**

5 **Lolina Porter, *pro per***  
6 **Signed reserving all my rights at UCC 1-308**  
7  
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10  
11  
12  
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1 STATE OF TENNESSEE

2 COUNTY OF SHELBY

3 I, Lolina Porter, hereby state under oath that the facts and allegations of the  
4 complaint filed herein, and the facts and matters set forth are true and correct to the best of  
5 my knowledge, information, and belief, and that I am justly entitled to the relief sought.

6  
7  
8 \_\_\_\_\_  
LOLINA PORTER

9  
10 Sworn and subscribed to before me this the \_\_\_\_ day of October, 2010.

11  
12  
13  
14 \_\_\_\_\_  
Notary Public

## LIST OF EXHIBITS

1. Plaintiff's Proof of Bankruptcy Discharged 4-1-2009 **EXHIBIT 1**
2. Plaintiff's EDD Unemployment Certification **EXHIBIT 2**
3. Plaintiff's Tenant owing \$14,861.50 Court Judgment **EXHIBIT 3**
4. Plaintiff's husband's MRI Result of ischemic stroke **EXHIBIT 4**
5. Defendant Loan Officer email thread when turned down **EXHIBIT 5**
6. Plaintiff's email thread on Cashier Check with incorrect  
Loan Number, but with correct Property Address **EXHIBIT 5A**
7. Plaintiff's commendation letter for Defendant;s  
Staff Henderson sent to his boss Hinman **EXHIBIT 6**
8. The faulty "Workout Agreement" & "Repayment Plan" **EXHIBIT 7**
9. Plaintiff's inquiry to Hinman after reading Exhibit 7 **EXHIBIT 8**
10. Plaintiff's proof of initial repayment plan payment  
Of \$1,392.08 to Defendant via Western Union **EXHIBIT 9**
11. Plaintiff's copy of cashier check of \$1,876 sent to  
Defendant Attn: Alicia Hodson which Defendant  
did not post in accurate and timely manner **EXHIBIT 10**
12. Notice of Breach of Non-Payment of Forbearance  
Agreement from Defendant **EXHIBIT 11**
13. Plaintiff's email to Defendant's attorney and proof of  
Payment **EXHIBIT 12**

- 1 14. Plaintiff's email to Defendant's HOPE Now team **EXHIBIT 13**
- 2 15. Plaintiff's email to Defendant's Atty Balser **EXHIBIT 14**
- 3 16. Defendant's Elizabeth Santoro's email and
- 4 a very difficult to understand spreadsheet **EXHIBIT 15**
- 5 17. Defendant's closing attorneys email on HOA fees **EXHIBIT 16**
- 6 18. Original Trustee's reply to Plaintiff's inquiry **EXHIBIT 17**
- 7 19. Plaintiff's email thread to Defendant's Jason Cramer who
- 8 Advised Plaintiff to just sign the "workout agreement"
- 9 In September 2009 and dispute it later. **EXHIBIT 18**
- 10 20. Plaintiff's tenant's Lease Agreement and Plaintiff's
- 11 Letter to Shelby County General Session
- 12 Court Room 106 Attn: A.C. Guiless **EXHIBIT 19**
- 13 21. A copy of Deed of Trust after Nationwide Trustee
- 14 Transferred the deed to Aurora Loan Services, LLC **EXHIBIT 20**
- 15 22. A copy of similar case with completed judgment
- 16 Containing the list of similar other cases
- 17 as referenced in this actual example case in NY **EXHIBIT 21**
- 18
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1 **FIAT**

2

3 To the Clerk of the Court:

4

5 Please issue the emergency motion to set aside foreclosure judgment and sale of

6 real property and motion for permanent injunctive relief barring future sale of real property

7 by Defendants, enjoin Defendants from Resale of Real Property and motion for Plaintiff's

8 award for punitive damages including legal and equitable relief as prayed for by the Plaintiff

9 in this complaint for property at 6131 Woodstock View Dr. Millington, TN 38053, and/or set

10 this matter for a hearing on the \_\_\_\_\_ day of \_\_\_\_\_ 2010 at

11 \_\_\_\_\_ and issue or serve notice upon Defendants.

12

13

14 Set the bond for the injunction at \_\_\_\_\_

15

16

17

18 \_\_\_\_\_

19 Chancellor

20 Date \_\_\_\_\_

21

22

23

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25

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27

28



Lolina Porter  
832 Monterey Rd.  
Glendale, CA 91206  
901-347-0372  
818-571-9092

**IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

**Lolina Porter,**

Plaintiff

vs.

Docket No./  
Case No.

**GMAC HOMECOMINGS FINANCIALS** )  
**NETWORK** and/or his successor/s/, )  
individually, and in his official capacity as, )  
Beneficiary, and/or Substitution Trustee, )  
Trustee, other titles unknown to Plaintiffs, )  
an ens legis being used to conceal fraud,

**COMPLAINT AND EMERGENCY MOTION  
TO SET ASIDE FORECLOSURE  
JUDGMENT AND SALE OF REAL  
PROPERTY**

**AND**

**AURORA LOAN SERVICES, LLC** and/or  
his successor/s/, individually, and in his  
official capacity as, Beneficiary, and/or  
Substitution Trustee, Trustee, other titles  
unknown to Plaintiffs, an ens legis being  
used to conceal fraud,

**MOTION FOR PERMANENT INJUNCTIVE  
RELIEF BARRING FUTURE SALE OF  
REAL PROPERTY BY DEFENDANTS;  
(Enjoin Defendants from Resale of Real  
Property)**

**GENWORTH FINANCIAL** (Private Mortgage  
Insurance Company) and/or his  
successor/s/, individually, and in his official  
capacity as, Beneficiary, and/or Substitution  
Trustee, Trustee, other titles unknown to  
Plaintiffs, an ens legis being used to conceal  
fraud,

**AND**

**MOTION FOR PLAINTIFFS' AWARD  
FOR PUNITIVE DAMAGES INCLUDING  
LEGAL AND EQUITABLE RELIEF**

**AND JOHN DOES** (unknown parties  
claiming rights to said Deed of Trust and  
Note herein, ( 1-10,000), Et al, an ens legis  
being used to conceal fraud

Defendants

**ABSTRACT AND NOTICE OF LIS PENDENS**

1 **6131 Woodstock View Dr. Millington, TN 38053**

2 This is to certify that the following is abstract of a complaint filed **October 22, 2010**,  
3 in the Chancery Court of Shelby County, Tennessee, in the case **LOLINA PORTER V.**  
4 **GMAC Homecomings Financial Network, AURORA Loan Services, LLC, Genworth**  
5 **Financial, et. al.**  
6

7 Notice is given that a judgment is being sought on certain property described below,  
8 located in Shelby County, Tennessee, and owned by **AURORA Loan Services, LLC.**

9 Notice is further given that plaintiff claims a lien lis pendens upon said real property,  
10 the description of which follows:  
11

12 **Legal Description of the Property below:**

13 Lot 51B, Woodstock Hills Subdivision, Section A, Re-Subdivision of Lots 50 and 51, as  
14 shown on plat of record in Plat Book 202, Page 46, in the Register's Office of Shelby  
15 County, Tennessee, to which plat reference is hereby made for a more particular  
16 description of said property.  
17

18 **Property Address: 6131 Woodstock View Dr. Millington, TN 38053**

19 Being the same property conveyed to Tapp Enterprises, Inc., Quit Claim Deed, from  
20 Woodstock Hills Partnership, a Partnership composed of Jack R. Tickle, Charles T. Tickle  
21 and Louis N. Tickle, a Tennessee General Partnership, dated 4/25/2001, filed in Book KZ,  
22 Page 9730, said Register's Office.

23 Being the same property conveyed to Lolina Moran Porter, married from Tapp Enterprises  
24 Inc., a TN Corp. by Warranty Deed being recorded simultaneously herewith in Instrument  
25 No. 015126412, in the Register's Office of Shelby County, Tennessee.  
26

27 The complaint herein filed is seeking **EMERGENCY MOTION TO SET ASIDE**  
28 **FORECLOSURE JUDGMENT AND SALE OF REAL PROPERTY AND MOTION FOR**

**PERMANENT INJUNCTIVE RELIEF BARRING FUTURE SALE OF REAL PROPERTY BY DEFENDANTS (Enjoin Defendants from Resale of Real Property) AND MOTION FOR PLAINTIFFS' AWARD FOR PUNITIVE DAMAGES INCLUDING LEGAL AND EQUITABLE RELIEF.**

**Prepared by,**

**LOLINA PORTER pro se**  
**832 Monterey Rd.**  
**Glendale, CA 91206**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and issued  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Dewun R. Settle, Clerk & Master**

By \_\_\_\_\_  
Deputy Clerk & Master

1 **STATE OF TENNESSEE**

2 **COUNTY OF SHELBY**

3 I, Lolina Porter, hereby state under oath that the facts and allegations of the  
4 complaint filed herein, and the facts and matters set forth are true and correct to the best of  
5 my knowledge, information, and belief, and that I am justly entitled to the relief sought.

6  
7  
8 \_\_\_\_\_  
LOLINA PORTER

9  
10 Sworn and subscribed to before me this the \_\_\_\_ day of October, 2010.

11  
12  
13  
14 \_\_\_\_\_  
Notary Public