

“Plaintiff effectively demands anything that relates to his loan from its inception through July 2009, and in some requests, beyond. Such requests lack sufficient detail under RESPA and do not fall within its confines. *See, e.g., Junod v. Dream House Mortg. Co.*, No. CV 11-7035, 2012 WL 94355, at *4 (C.D. Cal. Jan. 5, 2012) (dismissing RESPA claim because plaintiff’s alleged QWR requests did not relate to loan servicing and because the requests fell outside the scope of RESPA); *Derusseau v. Bank of Am., N.A.*, No. 11 CV 1766, 2011 WL 5975821, at *4 (S.D. Cal. Nov. 29, 2011) (Anello, J.) (finding that a QWR that requests “anything” related to the loan is not covered by § 2605). Moreover, § 2605 only requires loan servicers to respond to a proper QWR by correcting the account discrepancy, explaining why the account is correct, or if the information is unavailable, by providing contact information for someone who can assist the borrower with her inquiry. *Junod*, 2012 WL 94355, at *4 (citing 12 U.S.C. §§ 2605(e)(2)(A)-(C)). BAC Home Loans does not have an obligation to provide Plaintiff with the extraordinary amount of information that he requested. *See Derusseau*, 2011 WL 5975821, at *4. Therefore, even if Plaintiff’s alleged QWR request was otherwise a proper QWR, his request exceeds the scope of information Defendants were required to provide in response. *Junod*, 2012 WL 94355, at

*4.” **WENDE v. COUNTRYWIDE HOME LOANS** (S.D.Cal. 2-28-2012).

“The court agrees that the January 7, 2010 letter (and indeed, all of Plaintiffs' letters to RCO)[fn8] sought information beyond "information relating to the servicing" of Plaintiffs' loan. Specifically, requests seeking information on the validity of the loan and mortgage documents (such as documents relating to the original loan transaction and its subsequent history) simply "do not fall within the confines of RESPA." *Junod v. Dream House Mortg. Co.*, 2012 WL 94355, at *3 (C.D. Cal. Jan. 5, 2012) (citing *Consumer Solutions REO, LLC v. Hillery*, 658 F. Supp. 2d 1002, 1014 (N.D. Cal. 2009) (dismissing RESPA claim with prejudice after observing that the requirement "[t]hat a QWR must address the servicing of the loan, and not its validity, is borne out by the fact that § 2605(e) expressly imposes a duty upon the loan servicer, and not the owner of the loan"); *MorEquity, Inc. v. Naeem*, 118 F. Supp. 2d 885, 901 (N.D. Ill. 2000) (dismissing a RESPA claim because "[a]ccording to the allegations ..., the letter sought information about the validity of the loan and mortgage documents, but made no inquiry as to the status of the [] account balance"); *see also Thurman v. Barclays Cap. Real Estate Corp.*, 2011 WL 846441, at *4 (E.D. Cal. Mar. 7, 2011) ("A QWR must seek information relating to the servicing

of the loan; a request for loan origination documents is not a QWR."); *Jones v. PNC Bank, N.A.*, 2010 WL 3325615, at *2 (N.D. Cal. Aug. 20, 2010) ("A QWR must seek information relating to the *servicing* of the loan; a request for loan origination documents is not a QWR."). **LINDSEY v. MERIDIAS**

CAPITAL (D.Hawaii 2-14-2012)

Defendant argues that plaintiff's December 10, 2008, letter requested documents and raised issues relating to loan *origination*, not to loan *servicing*, and thus did not require a response under RESPA. Under the relevant section,

[i]f any servicer of a federally related mortgage loan receives a qualified written request from the borrower (or an agent of the borrower) for information *relating to the servicing of such loan*, the servicer shall provide a written response.

[12 U.S.C. 2605](#) (e) (1) (A) (emphasis added).

"Servicing" is defined as "receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan, including amounts for escrow accounts . . . and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan." [12 U.S.C. 2605](#) (i) (3).

These issues, as well as the documents requested in the letter, all relate not to the ongoing servicing of the loan, but rather to the circumstances surrounding its inception. As such, no response was required from defendant, and the lack of such a response does not constitute a violation of RESPA. Accordingly, as to plaintiff's fourth claim,

defendant's motion to dismiss is GRANTED. BROSANAN
v. COUNTRYWIDE HOME LOANS INC. (N.D.Cal. 10-5-2009)