

Summaries written by judges

- Holding plaintiff could not satisfy adverse claim element of quiet title where defendant no longer had interest in the property
Summary of this case from [Parra v. Parra](#)
- Holding the TPP was a contract, despite language stating, “[i]f all payments are made as scheduled, we will reevaluate your application for assistance and determine if we are able to offer you a permanent workout solution to bring your loan current”
Summary of this case from [Meixner v. Wells Fargo Bank, N.A.](#)
- Holding that a demurrer was properly sustained as to a cause of action to set aside a trustee sale where the plaintiff "did not allege she tendered or could tender the full amount of the indebtedness"
Summary of this case from [Mor v. U.S. Bank National Association](#)
- Finding detrimental reliance where the complaint alleged that the plaintiff's reliance on the bank's alleged misrepresentations caused her not to take legal action to stop the trustee's sale and her brief claimed that she would have pursued other options if she had not relied on the misrepresentations
Summary of this case from [Lopez v. Bank of America, N.A.](#)
- Upholding the plaintiff's cause of action for promissory estoppel based on defendant's alleged promise in the TPP to modify the plaintiff's loan and not pursue foreclosure proceedings during the trial loan period
Summary of this case from [Meixner v. Wells Fargo Bank, N.A.](#)
- Rejecting claim that trustee's sale was void because substituted trustee had authority to act as trustee under section 2934a(d)
Summary of this case from [Adesokan v. U.S. Bank, N.A.](#)
- Rejecting postforeclosure quiet title claim when subject property sold to a third party
Summary of this case from [Thomas v. Wells Fargo Bank](#)
- In West v. JP Morgan Chase, 154 Cal. Rptr. 3d 285, 299 (2013), the California Court of Appeals, applying the Wigod approach, considered whether the lender in that case, Chase Bank, could deny a permanent modification to a borrower, West, who failed to meet the NPV requirement during a later evaluation.
Summary of this case from [Neil v. Wells Fargo Bank, N.A.](#)
- In West, 154 Cal.Rptr.3d at 299, the California Court of Appeal expressly adopted the reasoning of Wigod and concluded that the trial plan agreement in that case authorized banks, before offering a modification, to evaluate only whether borrowers had complied with the agreement's terms and whether their representations remained true.
Summary of this case from [Corvello v. Wells Fargo Bank, NA](#)

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Summary of this case from [Corvello v. Wells Fargo Bank, NA](#)
- Restating the elements of fraudulent misrepresentation under California law, which are also virtually the same as the elements required to prove fraudulent misrepresentation under South Dakota law
Summary of this case from [Kraft v. Office of Comptroller of Currency](#)
- Noting that promissory estoppel requires the promise to "induce action or forbearance by the promisee or a third person"
Summary of this case from [Flextronics Int'l USA, Inc. v. Sparkling Drink Sys. Innovation Ctr. Ltd.](#)
- In West, the court held that plaintiff's allegation that she relied on a bank's promise to provide a loan modification and not to go forward with foreclosure by failing to take legal action to stop the trustee's sale or to pursue other options to avoid foreclosure was sufficient to survive a demurrer.
Summary of this case from [Reiydelle v. J.P. Morgan Chase Bank, N.A.](#)
- Disregarding the plaintiff's allegation, in support of a fraud cause of action, that she suffered damages as a result of a bank's concealment of a foreclosure sale because she made mortgage payments she was already obligated to make, but finding sufficient to survive a demurrer the plaintiff's allegation that she failed to take legal action to stop the foreclosure sale in reliance of those misrepresentations
Summary of this case from [Reiydelle v. J.P. Morgan Chase Bank, N.A.](#)
- Interpreting the United States Department of the Treasury Directive 09-01 and HAMP guidelines as imposing the proviso that if the borrower complies with a HAMP trial plan agreement, the lender must offer a permanent loan modification
Summary of this case from [In re Goldstein](#)
- Interpreting the United States Department of the Treasury Directive 09-01 and HAMP guidelines as imposing the proviso that if the borrower complies with a HAMP trial plan agreement, the lender must offer a permanent loan modification
Summary of this case from [Goldstein v. Stahl \(In re Goldstein\)](#)
- In West, supra, 214 Cal.App.4th at page 804, the court concluded plaintiff's complaint sufficiently alleged justifiable reliance on a promise.
Summary of this case from [Tran v. Martingale Invs.](#)
- In West, the defendant bank promised the plaintiff homeowner that it would review her financial data to determine whether she qualified for a loan modification, and the bank assured the homeowner that no foreclosure sale was pending.
Summary of this case from [Perl v. Bank of Am.](#)

- In West, supra, 214 Cal.App.4th at page 797, the court held that HAMP guidelines require the lender or servicer to offer a permanent HAMP loan modification if the borrower complies with the TPP.
Summary of this case from [Kryvoshey v. Ahmsi Default Servs., Inc.](#)
- In West, the court concluded a plaintiff could allege a cause of action under Business and Professions Code section 17200 based on unfair and fraudulent business practices by alleging the lender engaged in the practice of making TPP's that did not comply with HAMP guidelines, made misrepresentations regarding a borrower's rights and foreclosure sales, and wrongfully conducted trustee's sales when the borrower was in compliance with a TPP. (West, supra, 214 Cal.App.4th at p. 806.)
Summary of this case from [Kryvoshey v. Ahmsi Default Servs., Inc.](#)
- Noting a fraud claim also requires a plaintiff to show justifiable reliance on the misrepresentation
Summary of this case from [Ochi v. Anthem Blue Cross](#)
- Noting the elements of a fraud claim include among others a "false representation as to a past or existing material fact"
Summary of this case from [Ochi v. Anthem Blue Cross](#)
- Stating HAMP eligibility criteria
Summary of this case from [Bronson v. EMC Mortg. Corp.](#)
- In West, the plaintiff alleged her home loan went into default; she and the defendant (the lender) agreed to a trial period plan, which temporarily reduced her loan payments.
Summary of this case from [Mackey v. Ocwen Loan Servicing, LLC](#)
- In West v. JPMorgan Chase Bank, N.A. (2013) 214 Cal.App.4th 780, for example, the borrower entered into a trial period plan (TPP), which, pursuant to federal regulations, required the bank to offer a permanent loan modification if the borrower made the trial payments.
Summary of this case from [Gayosso v. Wells Fargo Bank](#)