WRIGHT, FINLAY & ZAK, LLP

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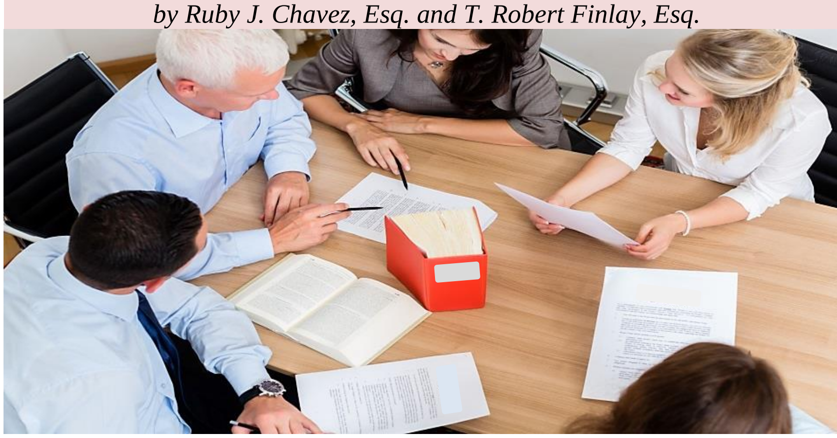
THE NEW YEAR BRINGS NEW HOBR REQUIREMENTS

by Ruby J. Chavez, Esq. and T. Robert Finlay, Esq.



In this Issue

Riddled throughout California's Homeowner Bill of Rights ("HOBR") are the words "repealed" effective "January 1, 2018". Unfortunately, many loan servicers assume that means the entire HOBR will be repealed and that all they have to worry about going forward is complying with the CFPB Loss Mitigation Rules. Unfortunately, that is not the case. Many sections of HOBR are being replaced by new rules that automatically go into effect January 1, 2018. In many instances, the new provisions are less onerous that their predecessors. But, in some very key areas, the new provisions can cause Servicers more problems. The key is to understand what provisions are being changed and how they impact your compliance procedures.

For starters, "HOBR II" attempts to remove the distinction between Servicers conducting more or less than 175 annual foreclosures. In most respects, all Servicers are treated the same going forward.

§ Civil Code Section **2923.55** will be history in 2018. Going forward, Section **2923.5** sets forth the pre-NOD contact requirements for Servicers of all sizes. The two statutes are substantially similar, except that the written notice regarding servicemembers and the statement that the borrower may request a copy of the note, deed of trust, assignment, or payment history will no longer be required starting in 2018. Since the provisions are substantially the same, we anticipate that violations of the pre-NOD contact requirements will continue to be a popular allegation in lawsuits and therefore, recommend documenting the pre-Notice of Default contact and/or due diligence steps with precise details in case you need it later as evidence. Further, please make sure your foreclosure trustees update their compliance declarations to reflect the Code change.

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New HOBR Requirements (continued from page 1)

The provisions in Section **2923.6** prohibiting dual tracking will be replaced by the (new) Section **2924.11**, which prohibits recording a notice of sale or conducting a foreclosure sale upon receipt of a "complete application for a foreclosure prevention alternative." ***Historically, Servicers were only required to stay foreclosure proceedings upon receipt of a complete loan modification application. Beginning January 1, 2018, the dual tracking prohibition applies to all applications for <u>all</u> foreclosure prevention alternatives.*** Another change is that Section **2924.11** does not require an appeal period following a written denial. Instead, the denial of a first lien loan modification application shall state with specificity the reasons for the denial and shall include a statement that the borrower may obtain additional documentation supporting the denial decision upon written request to the mortgage servicer. Oddly, the new Section **2924.11** does not appear to prohibit recording a Notice of Default when there is a pending complete foreclosure prevention alternative. However, the CFPB Rules do.

The old Section 2923.6(g) excused Servicers from having to review multiple loan modification applications that did not involve a "material change in financial circumstances." While that provision's vagueness caused Servicers many sleepless nights, at least it afforded some relief. Unfortunately, that provision is gone at the end of the year and there is no replacement. ***Therefore, it is possible that Servicers must review multiple applications, regardless of whether there is a material change in financial circumstances.*** That said, if a Servicer finds itself in trouble with an issue with multiple applications, there may be an out, but one that requires further discussion.

Section **2923.7** does not expire and remains the same as before, requiring a single point of contact, also known as a "SPOC," to communicate the loss mitigation application process, coordinate documents, notify borrower of any missing documents, and have access to current information to accurately inform borrower of the current status. Note that this section still only applies to Servicers who conduct more than 175 qualifying annual foreclosures.

Section **2924.10** will be expiring, which means Servicers will no longer be required to provide a written acknowledgment within five business days of receiving loan modification documents. However, the CFPB rules still require an acknowledgement letter.

With Section **2924(a)(5)** expiring, Servicers or their foreclosure trustees will no longer have to provide written notice to a borrower when a sale is postponed more than 10 business days.

Section **2924.12** still creates a private right of action for a borrower to enforce HOBR; but it will now only apply to material violation of "sections 2923.5, 2923.7, 2924.11, 2924.17." Like its predecessor, the borrower is only entitled to injunctive relief prior to the Trustee's Deed Upon Sale recording. But, after it records, the Servicer is potentially liable for any actual economic damages resulting from a material violation of the covered sections and, if the court finds that a material violation was "intentional or reckless, or resulted from willful misconduct by a mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent," the greater of treble actual damages or $50,000. This section also still allows for attorney's fees for a prevailing borrower.

With Section **2924.17** remaining in effect, all Servicers, regardless of size, must still ensure that before recording or filing a declaration pursuant to section 2923.5, notice of default, notice of sale, assignment of deed of trust, substitution of trustee, or a declaration or affidavit in court relative to a foreclosure proceeding, that it has reviewed competent and reliable evidence to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information. However, some of the government enforcement provisions will expire at the end of 2017.

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New HOBR Requirements (continued from page 2)

Unfortunately, the challenges with handling "complete," but last-minute, loan modification applications still exist. The new HOBR sections still do not directly address what happens when a Servicer receives a complete loan modification application minutes or hours before a foreclosure sale. In fact, the new HOBR actually complicates matters by extending the dual tracking restriction to all foreclosure prevention alternatives, not just loan modifications. That said, like before, Servicers can take steps to address how to deal with these last minute applications ahead of time; but, it will require a separate discussion.

What do all of these changes mean from a litigation perspective? Unfortunately, we anticipate continued litigation over alleged violations of HOBR. In the short term, most lawsuits will implicate the pre-January 1, 2018 HOBR due to when the foreclosure documents were recorded and when the subject loan modification reviews took place. Down the road, litigation could actually increase if Servicers do not get ahead of the year-end changes.

Wright, Finlay & Zak, LLP specializes in mortgage-related litigation, compliance and regulatory matters for its clients throughout the Western United States, including California, Nevada, Arizona, Washington, Utah, Oregon, New Mexico, Idaho and Hawaii. If you have any questions regarding the impending HOBR changes or any other matter, please contact Robert Finlay at rfinlay@wrightlegal.net or Robin Wright at rwrightlegal@wrightlegal.net.

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A TALE OF TWO AMICI

THE INDUSTRY BENEFITS OF AMICUS EFFORTS

by Jonathan D. Fink, Esq. and T. Robert Finlay, Esq.

An amicus brief is (generally) an appellate brief filed on behalf of an entity or group that is not a party to the appeal, but whose interest will be significantly affected by the court's decision. Amicus efforts on behalf of the mortgage industry are an absolute necessity to abate or avoid the potential impact of a negative decision in the mortgage lending or servicing space.

Although it is certainly true that the named servicer or lender has the strongest incentive to aggressively address the potentially troublesome issues in the appeal, having the support of an amicus brief can provide the named party (and the entire mortgage industry) with several often crucial benefits, among which are the following:

1. Unlike the parties on an appeal, the amicus is not limited to the record presented to the lower court but can bring in relevant articles, expert opinions, industry practices, similar cases and/or statutes from other jurisdictions, studies and surveys that were not previously introduced in the case or which could not have been for some reason;

2. The filing by an amicus helps focus the Court on the potential broader impact of its decision and the public policy implications, showing how it might affect persons and entities other than the parties to the appeal;

3. The amicus typically brings a special depth and breadth of knowledge or expertise as to the issues before the Court that can help tilt the balance in favor of one side or the other;

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A Tale of Two Amici (continued from page 3)

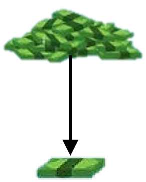
4. An amicus brief filed in support of a respondent can address and rebut issues and authorities that might have first been raised in the appellant's reply brief (the respondent is not allowed a sur-reply); however, the appellant still gets the last word as an appellant is entitled to file a response to an amicus brief; and

5. In the event that the party whom the amicus seeks to support muffed an issue that might be important on the appeal, the amicus brief can seek to repair the damage (albeit an amicus, at least one in support of an appellant, cannot raise any issues not already properly asserted in that party's brief).

As recognized by the Ninth Circuit in *Miller-Wohl Co., Inc. v. Commissioner of Labor & Indus.*, (9th Cir. 1982) 694 F.2d 203, 204: "the classic role of amicus curiae [is fulfilled] by assisting in a case of general public interest, supplementing the efforts of counsel, and drawing the court's attention to law that escaped consideration."

Wright, Finlay & Zak, LLP has authored numerous amicus briefs on behalf of several important mortgage groups. The key to these briefs is to affirm, supplement and expand upon the well-formed arguments asserted by the named lender or servicer, as well as to bring an industry-wide perspective that the named party may not be able to raise. Below are two recent examples, highlighting the benefit of amicus efforts on behalf of the mortgage industry.

<u>Linza (Amicus Efforts by CMA, ALFN and UTA)</u>



In *Linza v. PHH Mortgage*, a jury in Yuba County, California awarded a borrower $16MM in damages over the loan servicer's (PHH's) alleged failure to properly implement a loan modification. As part of the judgment, the jury slapped PHH with $15.7MM in punitive damages. PHH promptly filed a Motion for a Judgment Notwithstanding the Verdict and Motion for a New Trial. The trial court refused to order a new trial, but reduced the award from $16MM to roughly $158k. The court then awarded Linza's attorneys, $178k in fees and costs. Both sides appealed the decisions.

On appeal, Linza raised two particularly troubling arguments from a servicer, lender or trustee's point of view: (1) that a breach of contract (the loan modification agreement in this instance) can give rise to tort claims and (2) that an agent can be held liable for interference with its principal's contract with the borrower.

Through Wright, Finlay & Zak, the ALFN, CMA and UTA filed an amicus brief supporting the decision in favor of PHH, particularly focusing on these two issues. More specifically, the Amicus Brief discussed the industry's interest in the decision, as well as the potential adverse impact on the lending and loan servicing if an agent (a servicer or trustee) could be held liable for interfering with the beneficiary/lender's loan contract, or if an ordinary breach of contract claim were allowed to give rise to tort liability.

In October of this year, the California Court of Appeals issued a unanimous win for the mortgage industry! The Court upheld the Judgment Notwithstanding the Verdict and reversed the denial of the Motion for New Trial, ordering a new trial on the question of contractual damages only. The court also vacated the attorney fee award in favor of Linza's counsel – the United Law Center. The Court of Appeals agreed that: (1) PHH (the loan servicer and prior owner of the loan) was clearly a party to the loan modification and, thus, could not have interfered with its own contract; (2) as held in *Nymark v. Heart Fed. Sav. & Loan Assn.*, (1991) 231 Cal.App.3d 1089, 1095-96, PHH did not owe Linza a negligence duty of care because there was a contractual relationship between them and PHH was acting in the conventional role of lender/servicer (the Court noted that the only consumer loan decisions that had held that a negligence duty could exist notwithstanding the *Nymark* "rule" had all involved the loan modification application process—and even there the courts were even split on when and whether there was a duty); and (3) tort damages did not arise from an ordinary breach of contract and there was no such thing as negligent breach of a contract. There will be a new trial but it will be limited to the issue of proper <u>contract</u> damages. In sum, it was a significant victory for PHH, the ALFN, CMA, UTA, as well as the entire mortgage industry.

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A Tale of Two Amici (continued from page 4)

Although it is possible that Linza could seek review by the California Supreme Court, it is unlikely it would be accepted.

Davidson (Amicus efforts by CMBA, CMA and ALFN)

Davidson v. Seterus, Inc. involved a series of communications the loan servicer allegedly made to the borrower concerning his monthly mortgage payments. The borrower claimed that the calls violated the Rosenthal Act because the calls were made even though he had timely paid and even though (if he had not) he was still within the "grace" period before he would be considered to be in default. The borrower also claimed that the calls improperly threatened consequences if he did not pay. The Superior Court rejected the borrower's claims, finding that the Rosenthal Act did not apply to mortgage loans at all. The borrower appealed.

On appeal, the borrower argued that the scope of the Rosenthal Act was broader than that of the Federal Fair Debt Collection Practices Act and did not exclude creditors or their servicers, nor could it be properly read to exclude mortgage loans. The borrower attempted to distinguish the cases which had declined to apply the Rosenthal Act to mortgage loans by pointing out that most of them involved foreclosure activity whereas he was protesting the servicer's collection activity when there was no pending foreclosure. He also argued that the inclusion of the "mini-Miranda" warning on the servicer's correspondence (in compliance with the requirements of the Federal Act) was a concession by the defendant that it was a debt collector. Most disturbingly, the borrower argued that the parent of the loan servicer was also liable for the servicer's alleged violations (though borrower tried to disguise this by claiming it was the parent entity's own acts that were at issue, albeit no specific acts by the parent were ever identified).

Through Wright, Finlay & Zak, LLP, the CMBA, ALFN and CMA filed an amicus brief, addressing three of the key issues affecting the servicing industry at large:

1. Whether the inclusion of the required "mini-Miranda" warning in a party's communications constituted an admission that the party was a debt collector for purposes of the Rosenthal Act [although there are a few cases in other parts of the country that disagree, the cases in this Circuit tend to hold it does not];

2. Whether the Rosenthal Act applies to servicers of mortgage loans in the regular course of their servicing those loans [an issue on which the cases are mixed]; and

3. Whether the parent entity of a loan servicer can be held liable for violations of the Rosenthal Act (and, consequently, of Business & Professions Code § 17200) attributed to the loan servicer absent the parent's direct involvement in committing those violations [but for the borrower's attempts to muddy the waters by arguing that he alleged (unidentified) acts by the parent itself, this should be a clear-cut issue].

The *Davidson* appeal has been fully briefed and will be set for oral argument in January, 2018.

The pending *Davidson* appeal and the *Linza* decision thus highlight the importance and value of vigorous amicus efforts by the mortgage industry. If you have an appeal that you believe could affect the mortgage industry, please contact the MBA or another industry group, or contact Robert Finlay or Jonathan Fink directly at rfinlay@wrightlegal.net or jfink@wrightlegal.net.

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STATUTE OF LIMITATIONS ISSUES JUMP COASTS HITTING THE PACIFIC NORTHWEST AND SOUTHWEST

CAN WAIVING ACCELERATION AVOID THE STATUTE OF LIMITATIONS' BAR TO FORECLOSURE?

by Jamin S. Neil, Esq. and T. Robert Finlay, Esq.

There are many who hope the expression "time heals all wounds" will prove to apply to the financial crisis of 2008-2009, but that same passage of time has an alternate – and potentially severe – consequence for mortgage lenders and servicers ("Servicers"): the loss of their ability to enforce the default remedies under the loan after acceleration of the debt.

The expiration of the statute of limitations ("SOL") on a Servicer's right to foreclose has long been an issue in New York and Florida. But, it is becoming an increasingly common defense and attack raised by property owners in the Pacific Northwest and Southwest, as well. Opportunistic investors in states like Arizona are scouring title records looking for loans that have long been in default without the completion of a judicial or non-judicial sale. Borrowers too, in states like Oregon and Washington, are jumping on the bandwagon, claiming that Servicers are prohibited, due to delay, from now foreclosing on the loan. Consequently, Servicers must take a close look at their loan portfolio to determine whether the SOL has run or is close to expiring. Most importantly, Servicers must know what can be done to stop any further running of the SOL clock. Fortunately, recent decisions in Arizona shed some light on options available to Servicers who want to "turn back time" and avoid letting the SOL run.

For Servicers to understand their options, they must first understand what a SOL is and the risk of letting it expire. In the most simplistic terms, a SOL is the outward limit of when a Servicer can enforce its Deed of Trust following a particular default. For example, if the SOL is six (6) years, the Servicer must complete its foreclosure within 6 years. If the Servicer fails to foreclose within 6 years, it is arguably prevented from ever foreclosing on its lien, effectively giving the borrower or owner the property free and clear of the Deed of Trust. Needless to say, this is a less than desirable result!

If the outward limit to foreclose is, say 6 years, the key question is – what triggers the clock to begin running? Contrary to popular belief, it is not the duration of the default, but rather the existence of a prior notice from the Servicer declaring the loan in default and that all sums are immediately due (*i.e.* acceleration). The problem is that, in many instances, the debt was accelerated long ago (usually by a prior servicer as part of a previous foreclosure attempt). In that event, the current Servicer could have a ticking time bomb on its hands.

The SOL defense is generally raised years after a potential acceleration. At that point, Servicers (and their legal teams) are left scrambling to review the entire loan file to determine when the first acceleration occurred, whether there were any tolling events preventing the SOL from having already run and, most importantly, was the loan ever "de-accelerated."

As we are now several years removed from the height of the financial crisis, the **six year** SOL on foreclosures in Arizona, Oregon, Utah and Washington is becoming an increasingly bigger problem for Servicers in these states. Indeed, because Servicers may not be aware that acceleration of the loan arguably starts the SOL running, proving that the loan was de-accelerated (or that the running of the statute was tolled) is crucial to avoiding the bar to foreclosure.[1]

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Statute of Limitations Issues (continued from page 6)

WAIVING ACCELERATION (OR DE-ACCELERATION)

In general, the exercise of an option to accelerate is not irrevocable, and a Servicer who has exercised the option may subsequently waive this right and permit the obligation to continue in force under its original terms.[2] The waiver may be express or implied.[3] Unfortunately, the Servicer's records often do not reflect an express deceleration but, instead, the commencement or cancellation of foreclosure activities and mailing the requisite notice of default and intent to accelerate. Both of these activities are key to demonstrating that any prior acceleration was waived by *implication*.

"…it is essential to identify which loans may be close to surpassing the six year SOL in Arizona, Oregon, Utah and Washington. To do that, a Servicer must audit its defaulted loans in these states to determine when the SOL may have started to run."

While the requirements for establishing waiver of an optional acceleration under a Deed of Trust remain one of first impression in Washington, Oregon and Utah, Arizona recently shed some light on the issue. Courts in Arizona substitute the term "waiver" of acceleration with "revocation," but the concept is the same. "[R]evocation of acceleration may occur when a lender commits an affirmative act to revoke acceleration."[4] The requisite "affirmative act" would be any act "that places the borrower on actual or constructive notice of the revocation."[5] In practice, Servicers often send a "Notice of Default and Intent to Accelerate" ("Notice of Intent") when seeking to commence foreclosure. Providing this notice to Borrowers is typically required by the subject security instrument. The Notice of Intent also implies that any prior acceleration has been revoked for two reasons:

> First, the Notice of Intent typically informs the Borrowers that the loan is in default and that they may bring it current by paying less than the entire loan balance. If the prior acceleration was still in effect, the demand would have been for the full amount owing, not a lesser amount.[6]
>
> Second, the Notice of Intent often states that Borrowers' failure to make payment may/will result in the acceleration of all sums due under the loan. A loan that is already in an accelerated status cannot be accelerated again without first cancelling the prior acceleration.[7]

Finally, recording cancellations of foreclosure sales is further indication that any prior acceleration was impliedly waived.

TOLLING DUE TO BANKRUPTCY

Tolling of the SOL under the United States Bankruptcy Code provides little relief to Servicers in the Ninth Circuit. Courts in this Circuit conclude that 11 U.S.C. § 108(c)(1) does not create a day-for-day tolling provision, independent of state law, where the SOL does not expire during the bankruptcy.[8] Instead, where the SOL does expire during the bankruptcy, 11 U.S.C. § 108(c)(2) provides a 30 day extension of the SOL, which is nearly always insufficient. However, state law interpretation of a bankruptcy's tolling effect on the SOL may apply.[9]

The Arizona Supreme Court, for example, concluded in *In re Smith*, 101 P.3d 637 (2004), that although ministerial actions, with the primary purpose of putting parties on notice (such as affidavits renewing a judgment), were not subject to a bankruptcy stay and, therefore, were not tolled during a bankruptcy action, the automatic bankruptcy stay did stay actions that "create, perfect or enforce liens or judgments."[10] Applying this reasoning in the context of foreclosure, the United States District Court for the District of Arizona held that because the lender's foreclosure was prohibited by the automatic bankruptcy stay, the SOL for completing the same was tolled (day-for-day) from the filing of the borrowers' bankruptcy until the automatic stay was lifted.[11]

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Statute of Limitations Issues (continued from page 7)

If a Servicer if faced with a potential SOL issue, it should review the relevant state laws to determine whether there could be some tolling of the SOL and save its lien.

BEST PRACTICES TO AVOID LETTING THE "SOL" RUN

Unfortunately, "what's done is done" in the context of a SOL that has already expired. But, Servicers can prevent the expiration of another SOL next week, next month or next year by taking certain steps to protect their loan portfolios. For starters, it is essential to identify which loans may be close to surpassing the six year SOL in Arizona, Oregon, Utah and Washington. To do that, a Servicer must audit its defaulted loans in these states to determine when the SOL may have started to run. Once this cross-section of loans are identified, the Servicer or its legal counsel should determine which loans are at imminent risk of hitting the six year mark. If the foreclosure on those loans cannot be completed before the SOL expires, the Servicer should consider taking overt steps to waive prior accelerations.

After the loans at immediate risk are addressed, Servicers may next want to consider implementing procedures to "flag" loans as they near the expiring SOL.

And, remember to check for SOL risk on any incoming servicing transfers!

Of course, none of this should be relied upon as legal advice. If any Servicer has questions about the subject matter of this article, the applicable SOL in any states on the West Coast or in the Southwest, desires assistance in auditing your loan portfolios or developing SOL protocol, please feel free to contact Robert Finlay at rfinlay@wrightlegal.net, who will coordinate with our team of attorneys.

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[1] A variety of terms are used to describe de-acceleration, including: waiver, abandonment; revocation; and rescission.
[2] 11 Am. Jur. 2d Bills and Notes § 170 (2nd 2015).
[3] *Id.*
[4] *Steinberger v. IndyMac Mortgage Services*, CV-15-450-PHX-ROS (D. Ariz., Jan. 12, 2017).
[5] *Id.*
[6] See, e.g., *Navy Fed. Credit Union v. Jones*, 930 P.2d 1007, 1009 (Ariz. Ct. App. 1996) (exercising acceleration clause means lender is "demanding full payment of the note before all installments became due").
[7] Note – Texas courts have reached the same conclusion. *Khan v. GBAK Props.*, 371 S.W.3d 347, 354 n.1 (Tex. App. 2012); *Phillips v. JPMorgan Chase Bank, N.A.*, No. A-16-CA-287-SS, 2016 U.S. Dist. LEXIS 63843, at *8 (W.D. Tex. May 14, 2016) citing *Khan*.
[8] *In re Spirtos*, 221 F.3d 1079 (9th Cir. 2000); see also *Aslanidis v. U.S. Lines, Inc.*, 7 F.3d 1067 (2d Cir. 1993).
[9] *Pettibone Corp. v. Easley*, 935 F.2d 120, 121 (7th Cir. 1991) ("Federal law assured the plaintiffs 30 days in which to pick up the baton; if states want to give plaintiffs additional time, that is their business. Some states do -- e.g., Illinois, which tolls its statute of limitations during the entire bankruptcy proceeding, Ill. Rev. Stat. ch. 110 para. 13-216.")
[10] *Smith*, 101 P.3d at 639.
[11] *Mlynarczyk v. Wilmington Sav. Fund Soc'y FSB*, No. CV-15-08235-PCT-SPL, 2016 U.S. Dist. LEXIS 87462, at *16 (D. Ariz. Apr. 29, 2016).

WFZ PROFILE:
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"Nikki" Glowin specializes in all areas of bankruptcy law including Chapter 11, 13 and 7 matters, adversary litigation, relief from stay matters, proofs of claim, plan objections, valuation motions and all other substantive bankruptcy issues. Ms. Glowin has been successful 8 out of 8 appeals before the BAP and District Court regarding various BK issues and enjoys appellate litigation in the bankruptcy arena. Ms. Glowin acts as a liaison for the firm in speaking at ALFN legal events and providing one-on-one education to the firm's clients on all bankruptcy issues including new and emerging bankruptcy trends, rule amendments and the current climate in the California and Nevada Districts.

Ms. Glowin earned her J.D. from Chapman University in 2008. During law school, she won several CALI awards for academic excellence in the areas of Community Property and Elder Law.

Ms. Glowin is very passionate about protecting the interests of the firm's clients, teaching and speaking. "My clients always come first," said Nikki. "Many of them have my personal cell and call me all hours of the day because I like our clients to know that I am there for them, that WFZ is there for them, and that we provide the highest level of service with their needs at the forefront."

Nikki is an avid golfer and was on her high school's male varsity team with a 0 handicap. She still loves to play. She is also an avid singer and was selected to sing the National Anthem at her law school graduation.

In her spare time, Nikki enjoys cooking, baking, traveling to Las Vegas or New Orleans, watching movies at dine-in recliner theatres, and hosting board game parties.

UPCOMING INDUSTRY EVENTS

January 9-11	NAHB	2018 International Builders' Show	Orlando, FL
January 17-19	IMN	15th Annual Winter Forum on Real Estate Opportunity & Private Fund Investing	Laguna Beach, CA
January 18-19	CMA	2018 Winter Seminar	Universal City, CA
February 1-2	IMN	24th Annual Beneficial Owners' International Securities Finance & Collateral Management Conference	Fort Lauderdale, FL
February 6-7	Texas MBA	Southern Secondary Market Conference	Houston, TX
February 6-9	MBA	National Mortgage Servicing Conference & Expo	Grapevine, TX
February 11-14	MBA	CREF/Multifamily Housing Convention & Expo	San Diego, CA
February 25-28	IMN	Structured Finance Industry Group (SFIG) Vegas 2018	Las Vegas, NV

WFZ FIRM NEWS

WFZ WELCOMES ITS NEW ATTORNEYS!

E. DANIEL KIDD

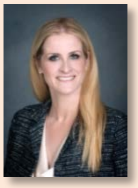
Mr. Kidd joins our Las Vegas office as a Senior Associate. With over 10 years of experience, Mr. Kidd has focused his practice in the area of civil litigation, handling matters involving creditor rights, debtor liability, insurance defense, coverage, bad faith, products liability and premises liability. Mr. Kidd is a member of the American Bar Association and is licensed to practice in Nevada.

ACE C. VAN PATTEN

Mr. Van Patten joins our Las Vegas office as a Senior Associate. Since 2010, Mr. Van Patten has focused primarily on bankruptcy, real estate litigation, fair debt collection practices and reporting defense, and title disputes. Mr. Van Patten was named as one of Nevada's Legal Elite by Nevada Business Magazine for the year 2017. Mr. Van Patten is a member of the American Bankruptcy Institute and is the Treasurer of the Bankruptcy Law Section of the Nevada State Bar. Mr. Van Patten is licensed to practice in Nevada and Idaho.

RAMIR M. HERNANDEZ

Mr. Hernandez joins our Las Vegas office and primarily focuses on real estate litigation, Fair Credit Reporting Act defense, Fair Debt Collection Practices Act defense, Real Estate Settlement Procedures Act defense, wrongful foreclosure defense, commercial litigation, landlord/tenant disputes, and contractual disputes. Mr. Hernandez is an active member of the Federalist Society and serves on the board of the Las Vegas Chapter. In addition, he is an active member of the United Trustees Association and the American Bar Association. Mr. Hernandez is licensed to practice in Nevada.



CORRINE P. MURPHY

Ms. Murphy joins our Las Vegas office as a Senior Associate. Prior to joining Wright, Finlay & Zak, Ms. Murphy's focus was on litigating catastrophic personal injury and medical malpractice cases, both as plaintiff and defense counsel. Since joining Wright, Finlay & Zak, Ms. Murphy has taken her extensive litigation experience and focused primarily on mortgage litigation, including lender and servicer liability defense, wrongful foreclosure defense, fair debt collection practices defense, and title disputes. Ms. Murphy is licensed to practice law in Nevada.

KRISTA J. NIELSON

Ms. Nielson joins our Las Vegas office as a Senior Associate. Prior to joining the firm, Ms. Nielson worked at a national firm representing lenders and mortgage servicers in State and Federal Court. Ms. Nielson also worked at a regional firm and gained extensive experience in creditor rights, bankruptcy, unlawful detainer, and mortgage banking litigation. Ms. Nielson is admitted to the United States District Court for the District of Nevada, United States Court of Appeals for the Ninth Circuit, and United States Supreme Court. Ms. Nielson is licensed to practice in Nevada.

BRADLEY T. WIBICKI

Mr. Wibicki joins our Las Vegas office as a Partner and heads up the firm's Insurance Defense Division, focusing on personal injury, product liability, premise liability, transportation law, and insurance issues. Mr. Wibicki also handles employment law matters on behalf of employers, concentrating on defending claims of discrimination and sexual harassment. Mr. Wibicki was named as one of the top 150 lawyers in Southern Nevada in 2015 by Nevada Business Journal and Super Lawyers Rising Stars for 2014 and 2015. Mr. Wibicki is licensed to practice in Nevada and Illinois.

CARL R. HOUSTON

Mr. Houston joins our Las Vegas office as a Senior Associate. He brings considerable experience in commercial and civil litigation, including general casualty, complex/toxic tort, construction, product liability, professional liability and first-party cases. Mr. Houston's practice is focused on real estate litigation, representing the interests of lenders and servicers, including HOA lien law, wrongful foreclosure defense, fair debt collection practices defense and title dispute matters. Mr. Houston is listed by Super Lawyers as a Rising Star (2015-2017) and is licensed to practice in Nevada.