

01/25/2016 at 08:00:00 AM

Clerk of the Superior Court
By Rita Strom, Deputy Clerk

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7 Attorneys for Plaintiff, MARK B. PLUMMER

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

30-2016-00831688-CU-FR-CJC

10 MARK B. PLUMMER,

CASE NO.

Judge Sheila Fell

11
12 Plaintiff,

COMPLAINT FOR DAMAGES

13 v.

1. NEGLIGENCE;
2. BREACH OF CONTRACT;
2. FRAUD.

14 WELLS FARGO BANK, N.A., ERIC PATHE,
15 and DOES 1 through 100, inclusive,

16 Defendants.

17 Plaintiff, MARK B. PLUMMER, alleges as follows:

18 **FIRST CAUSE OF ACTION**
19 (NEGLIGENCE – against all Defendants)

20 1. At all times relevant, Plaintiff, MARK B. PLUMMER, was an individual residing in
21 the City of Yorba Linda, County of Orange, State of California.

22 2. At all times relevant, Defendant, WELLS FARGO BANK, N.A., was a business entity,
23 form unknown, doing business as a provider of refinancing in the City of Yorba Linda, County of
24 Orange, State of California.

25 3. At all times relevant, Defendant, ERIC PATHE, was an individual doing business as a
26 independent financial professional specializing in refinancing in the City of Yorba Linda, County of
27 Orange, State of California. Defendant ERIC PATHE specifically referred to his expertise as an
28 independent financial professional prior to working with Defendant, WELLS FARGO BANK, N.A.,

COMPLAINT FOR DAMAGES

1 as a reason that Plaintiff should believe his representation that adding the Equity Line to the refinance
2 would not change it from a “no cash out refinance to a “cash out refinance”, would not change the
3 required loan to value ratio, would not increase the commission and costs and would not require any
4 additional cash at closing from Plaintiff.

5 4. All representations and contracts referred to herein were made and/or executed in the
6 City of Yorba Linda, County of Orange, State of California.

7 5. At all times relevant, Defendant, ERIC PATHE, was the authorized agent of Defendant,
8 WELLS FARGO BANK, N.A., and all representations made by ERIC PATHE were representations
9 made by WELLS FARGO BANK, N.A. At all times relevant, Defendant, ERIC PATHE, was also a
10 manager of Defendant, WELLS FARGO BANK, N.A.’S Mortgage/Refinance Department based in
11 Irvine, California, which covered refinances in Yorba Linda, California.

12 6. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
13 DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff
14 will amend this complaint to allege their true names and/or capacities when ascertained. Plaintiff is
15 informed and believes, and thereon alleges, that each of the fictitiously named Defendants was a
16 partner, agent, manager or owner in one of the other Defendants, or was otherwise responsible in some
17 manner for Plaintiff’s damages as herein alleged.

18 7. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
19 mentioned, each of the Defendants was the agent, servant, owner, representative, alter-ego or
20 employee of each of the other Defendants, and at all times herein mentioned, was acting within the
21 scope and course of that agency or employment.

22 8. The damages herein alleged were the natural and probable result of a prior agreement
23 between the Defendants, and each of them, with each other, to perform wrongful or illegal acts.
24 Specifically, WELLS FARGO BANK, N.A. imposed such a high quota on its Irvine
25 Mortgage/Refinance Department that it was virtually impossible for said department to meet its quotas
26 without making misrepresentations to customers. Defendant, WELLS FARGO BANK, N.A. was well
27 aware of the results of its excessive quota requirement, including the “bait and switch scheme”
28 employed by ERIC PATHE, as alleged herein, and subsequently ratified such conduct.

1 9. Defendant, WELLS FARGO BANK, N.A., had advance knowledge of the unfitness of
2 Defendant, ERIC PATHE, and its other employees, but nevertheless employed him and them with a
3 conscious disregard for the rights and safety of others, authorized and ratified the wrongful conduct
4 causing the injuries and damages alleged herein, and were personally guilty of oppression, fraud and
5 malice. The advance knowledge of the unfitness of Defendant, ERIC PATHE, and other employees,
6 of WELLS FARGO BANK, N.A., and the conscious disregard, authorization, ratification and acts of
7 oppression, fraud and malice on the part of Defendant, WELLS FARGO BANK, N.A., and its other
8 employees, were on the part of its Officers, Directors and Managing Agents.

9 10. On October 8, 2014, Defendant, ERIC PATHE, telephoned Plaintiff and told Plaintiff
10 that he was calling on behalf of WELLS FARGO BANK, N.A. and could offer him a refinance of a
11 30-year fixed mortgage, at 4%, with no out-of-pocket closing costs, which would close within 30 days.
12 Attached hereto as Exhibit A, and incorporated by reference, is a confirming email that ERIC PATHE
13 sent Plaintiff on October 9, 2014 with a loan application.

14 11. Plaintiff explained to ERIC PATHE and WELLS FARGO BANK, N.A., that he had
15 already started a refinance with Monarch Capital Home Loans, had already been approved for 4.25%
16 30-year fixed refinance and that Plaintiff had already paid his bank the fee for subrogating his Equity
17 Line. However, Monarch Capital Home Loans now required Plaintiff to pay an amount of cash at
18 closing which was significantly exceeded their estimate and which they blamed on a low appraisal
19 which was purportedly due to a Solar Panel Installation that had not yet been completed. Plaintiff
20 provided a detailed email with all the pertinent information to ERIC PATHE and WELLS FARGO
21 BANK, N.A., along with the completed refinance application on October 10, 2014.

22 12. After reviewing the application, ERIC PATHE and WELLS FARGO BANK, N.A.
23 represented that the refinance would not be a problem because Plaintiff needed an 80% loan to value
24 ratio, and the \$990,000.00 appraisal for the Equity Line from a year earlier was sufficient, and the new
25 one would be higher, so Plaintiff easily qualified. ERIC PATHE and WELLS FARGO BANK, N.A.
26 also suggested that the Equity Line also be rolled into to refinance and Plaintiff said that he did not
27 want to do so, both because he still needed to use it to pay for the Solar Panel installation and because
28 it made more sense to subrogate the Equity Line, which he had already paid for when refinancing

1 though Monarch Capital Home Loans. Plaintiff told ERIC PATHE and WELLS FARGO BANK,
2 N.A. that he only wanted a simple refinance of the First Mortgage, with no cash out and no significant
3 cash to be paid at closing. ERIC PATHE and WELLS FARGO BANK, N.A. said they would comply
4 with his requests.

5 13. ERIC PATHE and WELLS FARGO BANK, N.A. represented to Plaintiff that based
6 on the application, the documents submitted and the prior appraisal, the refinance at 4% was basically
7 a done deal. Then the file would be suspended pending the completion of the Solar Panel installation
8 and the filing of his 2013 and 2014 tax returns, at which point the file would be unsuspending, WELLS
9 FARGO BANK, N.A. would perform its own appraisal, which would be higher with the Solar Panels
10 installed, and the refinance would close within a week or 2 the completion of the Solar Panel
11 installation and the filing of the tax returns. Attached hereto as Exhibit B are email communications
12 pertaining to formulating this plan.

13 14. This sounded like a good plan, Plaintiff believed that ERIC PATHE and WELLS
14 FARGO BANK, N.A. were competent and telling the truth, so in reliance thereon, Plaintiff cancelled
15 the refinance with Monarch Capital Home Loans and proceeded with basically the same refinance
16 with WELLS FARGO BANK, N.A. that he had been doing with Monarch Capital Home Loans, to
17 wit, a simple refinance of the of the First Mortgage only, at 4%, with no cash out and the Equity Line
18 being subrogated.

19 15. On January 14, 2015, ERIC PATHE and WELLS FARGO BANK, N.A. were notified
20 that the installation of the Solar Panels had been completed, and the 2013 and 2014 Tax Returns filed
21 and ERIC PATHE and WELLS FARGO BANK, N.A. were provided with copies of the filed Tax
22 Returns and signed off permits. On January 14, 2015, ERIC PATHE and WELLS FARGO BANK,
23 N.A. responded by saying "This should be fairly cut and dry for us. I have everything from the last
24 go around a couple months ago." At that point, the only thing left to do was to get an appraisal, so the
25 "no cash-out refinance" should have closed in early February 2015, at the latest.

26 16. WELLS FARGO BANK, N.A. somehow managed to get nothing done for the next
27 month, but finally on February 20, 2015, Plaintiff was informed that the property had appraised at
28 \$1,051,000.00, which was ample, considering that the \$990,000.00 appraisal for the Equity Line from

1 a year earlier had been sufficient, and gave Plaintiff a 65% ratio, when a ratio of under 80% was
2 required. At that point ERIC PATHE reviewed the numbers with Plaintiff, which was still 4% fixed,
3 a week from closing and now significant cash required from Plaintiff at closing. At this point ERIC
4 PATHE and WELLS FARGO BANK, N.A. renewed their suggestion that the Equity Line be rolled
5 into the refinance by pointing out that this would result in a 72% ratio which was still well below the
6 80% required, considering the new appraised value. Plaintiff opined that the difference between the
7 current 4.88% on the Equity Line and the 4% on the refinance, over 25 years, didn't sound like enough
8 of a difference to save Plaintiff any significant money, and based on his experience with Monarch
9 Capital Home Loans, the inclusion of the Equity Line in the refinance would have triggered extra
10 closing costs and cash due at closing, which is why he did not roll the Equity Line into the refinance
11 with Monarch Capital Home Loans. ERIC PATHE represented that in his professional capacity as an
12 independent financial specialist, in addition to his status as the authorized agent of WELLS FARGO
13 BANK, N.A., he guaranteed Plaintiff that after all costs and savings triggered by the inclusion of the
14 Equity Line in the refinance were considered, Plaintiff would realize a net savings of over \$700.00 per
15 year and that no additional cash payment by Plaintiff would be required at closing. When asked why
16 the inclusion of the Equity Line in the refinance with Monarch Capital Home Loans would have
17 triggered fees, costs and cash out-of-pocket at closing, but none of these were triggered by the
18 inclusion of the Equity Line in the refinance with WELLS FARGO BANK, N.A., ERIC PATHE and
19 WELLS FARGO BANK, N.A. represented that they had a better product because WELLS FARGO
20 BANK, N.A. was a direct lender and made disparaging remarks about Monarch Capital Home Loans
21 having make more money up front. Based on the representations of ERIC PATHE as an independent
22 financial specialist, and on behalf of WELLS FARGO BANK, N.A., and in reliance thereon, Plaintiff
23 agreed to roll over the Equity Line into the refinance, something that he had elected not to do with the
24 Monarch Capital Home Loans refinance and would not have done with ERIC PATHE and WELLS
25 FARGO BANK, N.A. if the inclusion of the Equity Line in the refinance would have triggered extra
26 closing costs, commissions and/or cash due at closing

27 17. On March 17, 2015, now over a month after the refinance was supposed to have closed,
28 ERIC PATHE and WELLS FARGO BANK, N.A., informed Plaintiff that the loan had been approved

1 but now WELLS FARGO BANK, N.A. required that Plaintiff pay \$32,000.00 in cash to close.
2 Plaintiff objected that ERIC PATHE and WELLS FARGO BANK, N.A. had always represented that
3 there would be no significant cash out-of-pocket required to close. ERIC PATHE agreed that he had
4 always represented that there would be no significant cash out-of-pocket required to close, but
5 explained that the “nothing significant out-of-pocket to close representation” applied to the refinance
6 that Plaintiff had requested, and that Plaintiff had been told that he was receiving, not the refinance
7 that ERIC PATHE and WELLS FARGO BANK, N.A. had actually processed. ERIC PATHE and
8 WELLS FARGO BANK, N.A. further explained that by rolling the Equity Line into the refinance, it
9 made the refinance a “cash-out refinance”, even though Plaintiff was not receiving any cash out and
10 did not want a “cash-out refinance”, and that this was harder to qualify for and massively increased
11 the commission and other costs, and changed the loan to value requirement to under 75%, rather than
12 the 80% that he had told Plaintiff, which is why WELLS FARGO BANK, N.A. now needed
13 \$32,000.00 in cash from Plaintiff to close.

14 18. In response Plaintiff stated that he had not requested a “cash-out loan”, did not want a
15 “cash-out loan”, had been told that he receiving a “no cash-out loan” just as he had been approved for
16 at Monarch Capital Home Loans when ERIC PATHE and WELLS FARGO BANK, N.A. had
17 contacted him and represented that they could give him the same refinance on better terms, that this
18 was directly contrary to his prior representations and that 72%, was still less than 75%, so his excuse
19 that the finance was over 75% was not true anyway. A detailed written explanation was requested but
20 ERIC PATHE and WELLS FARGO BANK, N.A. refused and indicated that as a matter of policy they
21 do not put such information in writing.

22 19. However, ERIC PATHE did respond by acknowledging that what he had said would
23 be done had not been done, but argued that WELLS FARGO BANK, N.A. had such a tough quota
24 requirement that “no cash-out refinances” frequently just got written up as “cash-out refinances” to
25 meet the quota. He pleaded with Plaintiff to take the “cash-out refinance”, pointed out that over the
26 life of the loan he would get much of the extra, up-front cash expense back and threatened to delay or
27 sabotage the refinance if Plaintiff did not agree. Plaintiff again reasserted that he had not requested a
28 “cash-out refinance”, did not want a “cash-out refinance”, had been getting a “no cash-out refinance”

1 from Monarch Capital Home Loans when ERIC PATHE and WELLS FARGO BANK, N.A. had
2 contacted him and represented that they could give him the same refinance on better terms, and that
3 he expected WELLS FARGO BANK, N.A. to honor its representations.

4 20. On March 30, 2015, ERIC PATHE and WELLS FARGO BANK, N.A. finally
5 processed the subordination agreement on the Equity Line which would have been completed in
6 January 2015 if ERIC PATHE and WELLS FARGO BANK, N.A. had ever had any intention with
7 proceeding with the refinance as originally represented, and in a letter dated April 16, 2015 Plaintiff
8 was informed that he had been approved for the “no cash-out refinance” that he had requested, but that
9 the approval expired March 19, 2015. Attached as Exhibit C, is a copy of the “second” Acceptance
10 Letter from WELLS FARGO BANK, N.A., dated April 16, 2016, but which expired on March 19,
11 2015. Plaintiff is informed and believes that WELLS FARGO BANK, N.A. treated the “no cash-out
12 refinance” as being approved in February 2015, as it should have been, and expiring on March 19,
13 2015 if the final employment verification and other formalities were not completed by then, but by not
14 doing any of these things in early March 2015, or even notifying Plaintiff of the approval before it
15 expired, ERIC PATHE and WELLS FARGO BANK, N.A. made certain that Plaintiff would not
16 receive the refinance that he had bargained for, had cancelled his approved refinance with Monarch
17 Capital Home Loans for, had paid for a second appraisal for and had paid a second subrogation fee on
18 the Equity Line for.

19 21. At all times relevant, Plaintiff had performed all requirements on his part to be
20 performed, was fully qualified for the refinance that he had been promised and had in fact been
21 approved for that finance, yet WELLS FARGO BANK, N.A. refused to honor the agreement.

22 22. When ERIC PATHE and WELLS FARGO BANK, N.A. represented that they would
23 provide the same refinance that Plaintiff had already been accepted for at Monarch Capital Home
24 Loans on better terms, which was not true, they failed to use reasonable care when making said
25 representation and/or providing the refinance services associated therewith.

26 23. When ERIC PATHE and WELLS FARGO BANK, N.A. represented that they were
27 processing a “no cash-out refinance” for Plaintiff, but instead processed a “cash-out refinance”, they
28 failed to use reasonable care when making said representation and/or providing the refinance services

1 associated therewith.

2 24. When ERIC PATHE and WELLS FARGO BANK, N.A. represented that they could
3 and would process the refinance within 30 days, then took several months to do so, they failed to use
4 reasonable care when making said representation and/or providing the refinance services associated
5 therewith.

6 25. When ERIC PATHE and WELLS FARGO BANK, N.A. represented that there would
7 be no significant cash required from Plaintiff at the time of closing, when in fact WELLS FARGO
8 BANK, N.A. wanted Plaintiff to pay \$32,000.00 at closing, they failed to use reasonable care when
9 making said representation and/or providing the refinance services associated therewith.

10 26. When ERIC PATHE and WELLS FARGO BANK, N.A. represented that Plaintiff
11 needed a loan to value ratio of under 80%, when in fact the required ratio was 75%, they failed to use
12 reasonable care when making said representation and/or providing the refinance services associated
13 therewith.

14 27. When ERIC PATHE and WELLS FARGO BANK, N.A. delayed the processing of the
15 “no cash-out refinance”, caused the approval to expire before Plaintiff was even informed of it and
16 failed to obtain final employment verification and final details prior to March 19, 2015, they failed to
17 use reasonable care in their transaction with Plaintiff.

18 28. Plaintiff relied on the truth of the representations made by ERIC PATHE and WELLS
19 FARGO BANK, N.A. as alleged herein and would not have either cancelled his already accepted
20 refinance with Monarch Capital Home Loans, done any business with Defendants, and/or agreed to
21 include the Equity Line in the refinance if he had known that the representations made by ERIC
22 PATHE and WELLS FARGO BANK, N.A. were not true.

23 29. As a legal and proximate result of the negligence of the Defendants, and each of them,
24 as alleged herein, the Plaintiff has suffered emotional distress.

25 30. As a further direct and proximate result of Defendant’s negligence, and each of them,
26 as alleged herein, Plaintiff has incurred incidental and other special damages, in an amount which is
27 not currently known, but will be proven at the time of trial, but which includes approximately
28 \$1,000.00 per month, starting in March 2015, for the next 25 years, for total damages of \$300,000.00,

1 plus the interest thereon.

2 31. In prosecuting the subject action, the Plaintiff will incur attorney fees and costs. Said
3 attorney fees and costs will continue to accrue as this action is pursued, in an amount which is not
4 currently known, but will be proven at the time of trial.

5
6 **SECOND CAUSE OF ACTION**
7 (BREACH OF CONTRACT – against
8 Defendants, WELLS FARGO BANK, N.A. and DOES 1 – 80)

9 32. Plaintiff hereby incorporates paragraphs 1 through 28 of this complaint as though fully
10 set forth at this point.

11 33. Plaintiff gave said Defendants valuable consideration and fully performed all
12 obligations under the subject oral, written, implied in fact and implied by law contract to receive a
13 “no cash-out refinance” before the end of February 2015. Additional consideration given by Plaintiff
14 included cancelling his “no cash-out refinance with Monarch Capital Home Loans, in reliance on the
15 representations of the Defendants, after paying for an appraisal and the subrogation fees for the
16 Equity Line.

17 34. Defendants, WELLS FARGO BANK, N.A. and DOES 1 through 80, and each of
18 them, breached the subject contract to provide the refinance on the terms promised, first by
19 substituting another product and then by refusing to honor its approval of the correct product.

20 35. As a direct and proximate result of the breach of said contract by said Defendants,
21 and each of them, Plaintiff has been relieved of any further performance required on his part.

22 36. In every contract, including the subject oral, implied in fact, implied in law and
23 express contract between Plaintiff and WELLS FARGO BANK, N.A., DOES 1 through 80, and each
24 of them, there are mutual implied covenants of good faith and fair dealing and there is an obligation
25 running from each of the contracting parties to the other under which the parties have a duty to act
26 fairly, reasonably and honestly towards each other in discharging contractual responsibilities.

27 37. As a further direct and proximate result of Defendant’s breach of contract, and each
28 of them, as alleged herein, Plaintiff has incurred incidental and other special damages, in an amount
which is not currently known, but will be proven at the time of trial.

1 refinance in 2014, would not have entered into any contract with the Defendants, or any of them, and
2 would not have paid for a second appraisal or a second subordination agreement.

3 37. As a legal and proximate result of the fraud of the Defendants, and each of them, as
4 alleged herein, the Plaintiff has suffered emotional distress.

5 38. As a further direct and proximate result of Defendant's fraud, and each of them, as
6 alleged herein, Plaintiff has incurred incidental and other special damages, in an amount which is not
7 currently known, but will be proven at the time of trial.

8 39. As a further direct and proximate result of Defendant's fraud, and each of them, as
9 alleged herein, Plaintiff has special damages, including approximately \$1,000.00 per month, starting
10 in March 2015, for the next 25 years, for total special damages \$300,000.00, plus the interest thereon.

11 40. In prosecuting the subject action, the Plaintiff will incur attorney fees and costs. Said
12 attorney fees and costs will continue to accrue as this action is pursued, in an amount which is not
13 currently known, but will be proven at the time of trial.

14 41. Defendants, ERIC PATHE, WELLS FARGO BANK, N.A. and Does 1 through 100,
15 and each of them, made the false representations identified in paragraphs 10 through 19, inclusive,
16 fraudulently, maliciously and oppressively. The conduct of said Defendants, and each of them, as
17 described herein, was and is despicable, vile, base, contemptible, miserable, wretched and loathsome,
18 and carried on with a willful and conscious disregard of the rights of Plaintiff. Defendants knew and
19 intended that said conduct has caused and will continue to cause Plaintiff the harm and damages as
20 alleged herein. That by reason of said conduct as described herein, Plaintiff is entitled to exemplary
21 damages.

22
23 WHEREFORE, Plaintiff, MARK B. PLUMMER, prays for judgment as follows:

24 **First Cause of Action:** Against Defendants, WELLS FARGO BANK, N.A., ERIC PATHE
25 and DOES 1 – 100, and each of them, jointly and severally, as follows:

- 26 1. For special damages according to proof;
27 2. For general damages according to proof;
28 3. For interest, attorney's fees and other incidental damages;

- 1 4. For costs of suit incurred herein; and
- 2 5. For such other and further relief as the court deems just and proper.

3
4 **Second Cause of Action:** Against Defendants, WELLS FARGO BANK, N.A. and DOES 1
5 – 80, and each of them, jointly and severally, as follows:

- 6 1. For special damages according to proof;
- 7 2. For interest, attorney's fees and other incidental damages;
- 8 3. For costs of suit incurred herein,
- 9 4. For exemplary damages; and
- 10 5. For such other and further relief as the court deems just and proper.

11
12 **Third Cause of Action:** Against Defendants, WELLS FARGO BANK, N.A., ERIC PATHE and
13 DOES 1 – 100, and each of them, jointly and severally, as follows:

- 14 1. For general damages according to proof;
- 15 2. For special damages according to proof;
- 16 3. For interest, attorney's fees and other incidental damages;
- 17 3. For costs of suit incurred herein,
- 18 4. For exemplary damages; and
- 19 5. For such other and further relief as the court deems just and proper.

20 DATED: January 18, 2016

LAW OFFICES OF MARK B. PLUMMER, PC

21
22 
23 Mark B. Plummer, Attorney for Plaintiff,
24 MARK B. PLUMMER

FHA Removal of PMI

Eric.Pathe@wellsfargo.com

Thu 10/9/2014 2:57 PM

To:lombp@hotmail.com <lombp@hotmail.com>;

1 attachment (143 KB)

Loan Application.pdf;

Mark

Thank you for taking the time to discuss the opportunity to have your monthly Property Mortgage Insurance Premium removed and your existing home financing needs. In order to help you better evaluate your mortgage options. I put together this email describing what we previously discussed.

Please note the rate quote we discussed is subject to change until locked, only valid on the day of quote, and will expire by the end of business. Mortgage rates change daily, sometimes several times per day so if you are interested in discussing this further please review this 2 step process below:

Step 1.) Borrower Application In order for me to provide a proposal, I will need to fill out a thorough **LOAN APPLICATION** by asking you several questions. Note the initial application does not require verifying or running your credit.

We can do this via a phone consultation or via email and the application enclosed as an attachment (allow 10 minutes to complete the phone application process).

Step 2.) Wells Fargo Detailed Proposal Once I have received your application, I will provide you with a detailed proposal that includes multiple options with the Interest Rate, APR, and monthly payment.

It is my pleasure to provide answers and discuss financial solutions that work for you and your family, so please do not hesitate to contact me at any time.

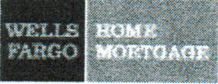
I look forward to working with you!

Why work with Eric Pathe and Wells Fargo Home Mortgage on your refinance?


- ✓ Number 1 mortgage lender in the nation!
- ✓ Award winning team – Top 25 in America out of nearly 11,000 loan officers.
- ✓ In house processing staff with an average of 15 years experience.

- ✓ Industry leading turn times from start to finish of your loan transaction.
- ✓ 24/7 Concierge style service to guide you through every step of the refinance process

Get prequalified	Loan calculator	Request a personal consultation
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Eric Pathe
Home Mortgage Consultant
NMLSR ID 899494



Wells Fargo Home Mortgage
4590 MacArthur Blvd. Suite 200
Newport Beach, CA 92660
Tel: 949-734-9812
Fax: 866-793-1646

eric.pathe@wellsfargo.com
www.wfhm.com/eric-pathe

Together we'll go far



 Save details to address book

Eric Pathe

Home Mortgage Consultant
NMLSR ID 899494

Wells Fargo Home Mortgage | 4590 MacArthur Blvd. Suite 200 | Newport Beach, CA 92660
Tel 949-734-9812 | Fax 866-793-1646

eric.pathe@wellsfargo.com | <http://www.wfhm.com/eric-pathe>

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From: Britton.Hennessey@wellsfargo.com

To: lombp@hotmail.com

CC: Eric.Pathe@wellsfargo.com

Subject: refinance

Date: Tue, 21 Oct 2014 21:03:52 +0000

Hello Mr. Plummer,

First of all, thanks for submitting everything you have so far...

After reviewing all of the information that you sent in there are a couple of questions/conditions that we still need.

1. Underwriting is requiring that we submit 2013 1040's as the deadline for filing the extensions was Oct. 15th, I know that as of your letter to Eric on the 10th you had not filed. When do you plan on filing and can you send me the extension request?
2. W2's for 2012 and 2013
3. I think you may have sent Eric the initial disclosures that he emailed out to you. I do not have them and Eric may have inadvertently deleted. Can you please resend?
4. Lastly, I would like to order your appraisal today, can you please call Eric or myself with your credit card #?

Thank you very much,

Britton Hennessey

Mortgage Sales Assoc
NMLSR ID 926395

Wells Fargo Home Mortgage | 4590 Macarthur Blvd | Newport Beach, CA 92660
MAC E2219-020
Tel (949) 809-5319

Britton.Hennessey@wellsfargo.com

From: Eric.Pathe@wellsfargo.com

To: lombp@hotmail.com

Subject: FW: refinance

Date: Thu, 23 Oct 2014 14:07:05 +0000

Mark

You filing your taxes will not jeopardize this transaction regardless of what you claim, write off, etc. However, it does appear that we will need them to be filed.

Can we schedule a time to chat today to discuss a game plan?

Get
prequalified

Loan
calculator

Request a
personal consultation

EXHIBIT B

April 16, 2015



Mark Plummer
18552 ORIENTE DR
YORBA LINDA, CA 92886

Subject: Your Commitment Letter

Dear Mark Plummer:

Congratulations! We're happy to tell you that your loan application has been approved based on the terms and conditions included in this Commitment Letter. Please be sure to read all the information carefully.

You're just a few steps away

Additional documents are needed in order to complete the final underwriting and funding of your mortgage loan. These documents, along with terms and conditions, are explained on the following pages. Please remember that we must receive all documentation required in this Commitment Letter. It's important to submit your required documentation as quickly as possible to ensure an on-time closing.

Don't change a thing

Our loan commitment to you is based on the product and terms we discussed, as well as information you provided, including your current income, credit rating, debts and property condition. Please do not apply for additional credit until your loan is closed, as this may affect the approval of your loan.

Information to keep at hand

Here are some important facts about your loan, terms and expiration dates. Please refer to this section when contacting us.

Customers:	Mark Plummer	Product:	Fixed Rate Mortgage
Loan Number:	XXXXXX3122	Loan term/loan purpose:	360 months/Refinance
Property Address:	18552 ORIENTE DR, YORBA LINDA, CA 92886	Interest rate/APR:	4.000%/4.015%
Occupancy:	PrimaryResidence	Monthly payment amount:	\$3,289.40
Property type:	SingleFamily	(includes principal, interest, taxes and insurance)	
Sales price/loan amount:	\$0.00/\$689,000.00	This letter expires:	March 19, 2015
		Rate lock-in expiration date:	April 22, 2015

* This APR is an estimate based on information we have at this time. This APR is not a committed term under this commitment letter, and it can change based on factors such as changes in third party fees or the terms of your loan.

On behalf of the entire Wells Fargo Bank team, thank you for choosing us for your home financing needs.

Sincerely,

Liz Bryant
EVP, Head of Retail Fulfillment and Home Equity

Contact Information

We understand that some of the requirements and conditions may sound confusing or technical. All the help you need is just a phone call away.

Name: ERIC PATHE
Phone: 949-734-9812

EXHIBIT C

