

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

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|---|---|---------------------------------------|
| DAVID HELMSTETTER, <i>et al.</i>, |) | |
| |) | |
| Plaintiffs, |) | |
| vs. |) | Case No. 2:19-cv-02532-KHV-TJJ |
| |) | |
| JPMORGAN CHASE BANK, N.A., <i>et al.</i> |) | |
| |) | |
| Defendants. |) | |

**DEFENDANT JPMORGAN CHASE BANK, N.A.’S
OBJECTIONS AND RESPONSES TO RULE 30(b)(6) DEPOSITION NOTICE**

Pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure and this Court’s February 18, 2021 Order [ECF 112, 113], Defendant JPMorgan Chase Bank, N.A. (“Chase”), responds and objects to Plaintiffs David and Jaqueline Helmstetters’ Rule 30(b)(6) deposition topics as follows (the “Objections”).

Response and Objections

1. To discuss and explain all documents and information disclosed by Defendants as Rule 26(a) disclosures and documents numbered DEF 000001-284.

Objection: Chase can only answer questions about its own Rule 26(a) disclosures and documents numbered CHASE2019 000001-403 and any CHASE2019 supplements.

2. Discuss and explain all aspects of the Helmstetter’s Note(s), Mortgage, 2008 Advance(s), and 2014 Modification as they apply to documents in exchanged in this case.

Objections: Chase cannot answer questions about “all aspects” of the Helmstetters’ 2006 Note and Mortgage because portions of these topics are outside Chase’s knowledge and control. Chase did not originate the 2006 Note.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to

these documents based on events prior to the settlement are beyond the scope of discovery in this action.

Chase's knowledge of the Helmstetters' 2008 HomeSaver Note is limited to the timeframe between April, 2008 to July, 2008 and is further limited to originating the note and applying the HomeSaver Note proceeds to the 2006 Note and Mortgage debt. The HomeSaver Note bears an endorsement in blank by Chase Home Finance, LLC. Fannie Mae obtained an interest in Helmstetter's HomeSaver Note on or about May 2, 2008. *See Defendants' Motion for Summary Judgment, Memorandum in Support*, [ECF 72]. Helmstetter's HomeSaver Note was serviced on behalf of Fannie Mae by Dyck-O'Neill from May 2, 2008 to September 30, 2011 and has been serviced by Sortis (f/k/a Clear Spring Loan Services f/k/a Strategic Recovery Group) from October 1, 2011 to June, 2020. *Id.*

The HomeSaver was a new loss mitigation program begun in 2008 by Fannie Mae. The intent of the HomeSaver was to allow a delinquent borrower to cure the delinquency by entering into a new unsecured loan for the arrearage amount. HomeSaver loans were documented by the execution of an unsecured promissory note. The HomeSaver permitted servicers such as Chase to originate the HomeSaver promissory note, endorse the HomeSaver promissory note in blank, and deliver the HomeSaver promissory note to Fannie Mae's third-party servicer, Dyck-O'Neill. Fannie Mae remitted the HomeSaver loan amount to Chase. Chase applied the HomeSaver funds to the Helmstetters' 2006 Note and Mortgage account to pay past due monthly mortgage payments to bring the account current. As a result, the Helmstetters had two separate loans to repay—their regular mortgage loan and a separate, unsecured HomeSaver loan. Chase does not service or have

an interest in the HomeSaver Note. See Defendants' Motion for Summary Judgment, Memorandum in Support, [ECF 72].

3. Discuss and explain the documents filed as Exhibit 36-1 in this matter on November 12, 2019.

No objection.

4. Discuss and explain the policies and procedures for loan servicing as applied to the Helmstetter's Account Activity and Loan Accounting including payoff(s).

Objections: Chase cannot answer questions about "loan servicing as applied to the Helmstetter's Account Activity and Loan Accounting including payoff(s)" with respect to the Helmstetters' 2008 HomeSaver Note because Chase did not service the 2008 HomeSaver Note. Chase can answer questions about applying the 2008 HomeSaver Note proceeds to the 2006 Note and Mortgage.

"Account Activity" and "Loan Accounting" are not defined terms.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to these documents based on events prior to the settlement are beyond the scope of discovery in this action.

5. Discuss and explain the Helmstetter mortgage statements in the context of statutory compliance as to proper application of payments (accounting of payments) and information required to be disclosed to the borrower.

Objections: Chase cannot answer questions about the Helmstetters' 2008 HomeSaver Note because Chase did not service the 2008 HomeSaver Note, and the 2008 HomeSaver Note was not a mortgage loan.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to these documents based on events prior to the settlement are beyond the scope of discovery in this action.

6. Discuss and explain policies, procedures, and statutory compliance regarding payoff statements.

Objections: Chase cannot answer questions about the Helmstetters' 2008 HomeSaver Note because Chase did not service the 2008 HomeSaver Note.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to these documents based on events prior to the settlement are beyond the scope of discovery in this action.

7. Discuss and explain policies, procedures, and statutory compliance regarding transfers of servicing or transfer of ownership including, but not limited to, the timing and required form of such information.

Objections: This topic is outside the scope of discovery for this case because the Plaintiffs did not allege a cause of action based on service or ownership transfers, and the Court denied Plaintiffs' attempt to include any such claim in the Pre-Trial Order.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to these documents based on events prior to the settlement are beyond the scope of discovery in this action.

The 2006 Note, Mortgage, and 2014 Modification have not been transferred since January 6, 2018.

8. Discuss and explain policies, procedures, and statutory compliance regarding forms of communication with borrowers in and out of litigation.

Objection: This topic is outside the scope of discovery for this case because the Court denied Plaintiffs' Motion for Leave to Amend Complaint to add claims for discrimination based on communications with borrowers in litigation.

9. Discuss and explain the servicing notes on the Helmstetter loan.

Objections: Chase cannot answer questions about "servicing notes" with respect to the Helmstetters' 2008 HomeSaver Note because Chase did not service the 2008 HomeSaver Note.

As to the 2006 Note, Mortgage, and 2014 Modification, the Helmstetter released all claims based on events existing prior to January 6, 2018; thus, any questions relating to these documents based on events prior to the settlement are beyond the scope of discovery in this action.

10. Discuss and explain your responses to discovery.

No Objection.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANTS
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BANK N.A.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 26, 2021, the foregoing was served via email to Judge James's Chambers and to Plaintiffs' counsel of record:

/s/ Michelle M. Masoner
Attorney for Defendants