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Attorneys for Plaintiffs and the Proposed Class

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

MAUDER and ALICE CHAO; DEOGENESO and GLORINA PALUGOD; and MARITZA PINEL, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

AURORA LOAN SERVICES, LLC,

Defendant.

Case No.: CV-10-3118-SBA

CLASS ACTION

DECLARATION OF PLAINTIFF MARITZA PINEL

Date: January 13, 2015
Time: 1:00 p.m.
Place: Courtroom 210, 2nd Floor
Judge: Hon. Saundra B. Armstrong

I, Maritza Pinel, hereby declare as follows:

1. This declaration is based upon my personal knowledge.

2. I am a named plaintiff and class representative in the above referenced action.

3. I initiated this case because I felt that Aurora Loans Service ("Aurora"), my mortgage servicer, took advantage of me and treated me unfairly by giving me a loan workout agreement, collecting all of the payments required under the workout agreement, soliciting an additional payment, and then foreclosing my property located at 220 Valley Oak Lane, in Vallejo, California (the "Valley Oak Property"), which was supposed to be my retirement residence.

4. I am originally from Honduras. After immigrating to the United States, I attended City College of San Francisco, where I studied flower arrangement. I have worked as a realtor for about 20 years, and I also work as a church volunteer. Although I work as realtor, I am not sophisticated in legal and financial matters.

5. I owned the Valley Oak Property that was foreclosed by Aurora. I bought the Valley Oak Property because I planned to live in it when I retired and as a residence for my mother and sister. The property is in a great neighborhood. The backyard faces Safeway. This made the property ideal for my retirement because I could easily walk to Safeway when I got older. Immediately after I purchased the Valley Oak Property, my mother and sister moved in and lived there. Ultimately, my sister moved out and my mother moved back to Honduras, so I rented the house out.

6. In late 2005, I refinanced the Valley Oak Property with a loan that was serviced by Aurora. When I refinanced the Valley Oak Property, I intended to and was able to comply with my obligations under the loan, including making the required loan payments.

7. Unfortunately, in 2008, I began to experience financial difficulties resulting from the economic recession and the real-estate crash in California. This caused the real estate market to grind to a halt. Because I worked as a realtor and only made money when my clients sold or bought houses, my income suddenly decreased to the point that I was not able to make the loan payments on the Valley Oak Property.

8. In late 2008 and throughout 2009, I reached out to Aurora for help seeking a loan modification or another solution that could allow me to repay the past due payments and keep my house. While I was talking with Aurora about ways to keep my house, Aurora began the foreclosure process.

9. In November 2008, while still current on my loan payments, I reached out to Aurora to seek a loan modification for my loan on the Valley Oak Property. I spoke with an Aurora agent over the phone and asked him to send me a loan modification application package, including a list of the financial documents I would need to send to Aurora.

10. On April 20, 2009, I called Aurora again to see if I could get a loan modification. I requested that they mail me a loan modification application package. Following this call, I received a letter dated April 24, 2009, which requested written financial documentation. On or about May 8, 2009, I faxed my financial documentation to Aurora.

11. In October 2009, Aurora sent me a Workout Agreement. I was not given the opportunity to negotiate any of the terms of the Workout Agreement.

12. I understood that the Workout Agreement would give me an opportunity to keep the Valley Oak Property. I also understood that the Workout Agreement would allow me to repay the arrearage on my loan, and that completion of the payments would result in a loan modification. I complied with the Workout Agreement by making the required six payments of $1,625.00 between November 2009 and April 2010.

13. I made all six payments through Bank of America's online bill payment system. In April 2010, I inadvertently scheduled two payments – a $1,630.00 payment on April 13, 2010, and a second payment of $1,625.00 on April 14, 2010. I actually made *seven* payments to Aurora, instead of *six* payments that were required under the Workout Agreement. The following is the summary of the payments that I made under the Workout Agreement:

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DATE	AMOUNT
November, 18, 2009	$1,625.00
December 16, 2009	$1,625.00
January 20, 2010	$1,625.00
March 2, 2010	$1,625.00
March 12, 2010	$1,625.00
April 13, 2010	$1,630.00
April 14, 2010	$1,625.00
TOTAL	**$11,380.00**

14. During this case, I listened to recorded phone calls to refresh my memory regarding the details of my phone conversations with Aurora. On April 28, 2010, after I had made the *seventh* payment under the Workout Agreement, I received a phone call from Aurora. Although Aurora told me that my prior loan modification application was denied, during the call the agent interviewed me over the phone to see if I was eligible for a new workout agreement. In the same call, Aurora's agent also told me that my payment had "gone back" to my "regular monthly payment, which is the $1,780.41." Aurora's agent told me to send a payment for that amount. Based on Aurora's advice, I scheduled a payment on $1,780.41 to be made on May 14, 2010, through Bank of America's online bill payment system. My understanding following this call was that I was not at risk of losing my home to foreclosure because I was making all the payments that Aurora was asking me to make.

15. Then, on April 29, 2010, Aurora called me and attempted to re-qualify me for a new "Special Forbearance Agreement." During that call, I told Aurora that I had a renter ready to move into the Valley Oak Property in May. At the end of that call, Aurora's agent placed me on hold to speak to a supervisor. The agent informed me that the supervisor advised me to get my rental tenant in the property and then to call back to redo the financial interview: "OK, so he's advising once you get a renter in there, see where you are, you know, at that point and give us a call back."

The agent also told me that as of that time, there was no foreclosure sale date scheduled on my property: "You don't have a foreclosure sale date scheduled on the home just yet." This call reinforced my understanding that I was not at risk of losing my home to foreclosure because I was making all required payments and Aurora asked me to call back once the renter had moved in.

16. With the understanding that the home was not at risk of foreclosure, I prepared for the new tenants to move into the Valley Oak Property in May 2010. I made significant expenditures on the property by purchasing a new refrigerator and updating the kitchen for the new tenants.

17. On May 14, 2010, I made an *eighth* payment to Aurora in the amount of $1,780.41. This payment was previously scheduled through Bank of America's online bill payment system. I made this payment at the request of Aurora as described above, and with the specific understanding that no foreclosure sale date was set on my property.

18. On May 24, 2010, I called Aurora to confirm that they had received my payment of $1,780.41, since I never received notice that the payment was received. Instead, I was told that my property was foreclosed and the sale was held on May 13, 2010. On May 24, 2010, Aurora returned the $1,780.41 payment to my Bank of America account.

19. Prior to May 24, 2010, I had no idea that Aurora had set a May 13, 2010 foreclosure sale date. Aurora never sent me any notice of the May 13 foreclosure date. Aurora just took my property without letting me know. Had Aurora given me notice of the May 13, 2010 foreclosure, I would have attempted to cure my default immediately.

20. If Aurora had told me that there was still an arrearage left after the completion of the Workout Agreement, I would have paid the arrearage. The Workout Agreement required *six* payments. I made *seven* payments. I also made an *eighth* payment for $1,780.41 as requested by Aurora. The difference between what I paid to Aurora and the amount needed to cure the remaining arrearage under the Workout Agreement was not very much.

21. As I testified in deposition, what Aurora did to me and other borrowers was very cold. What Aurora did was very hurtful. It continues to hurt a lot. Aurora lied to me throughout the

process. Aurora lied to me by promising to give me a chance to keep the house if I made payments under the Workout Agreement. Aurora foreclosed my house while I was still making payments. Aurora didn't give me any chance. I did not receive anything for making payments to Aurora. I agreed to make payments under the Workout Agreement to become current on my loan. After I finished making those payments, Aurora foreclosed my property.

22. I decided to sue Aurora when I went to the Valley Oak Property shortly after the May 13 foreclosure. When I went to the property, the house was locked and the new refrigerator that I had purchased in preparation for the new tenants had been removed. I decided to go to an attorney because I felt impotent. I felt that I had no power. I wanted to be before a judge to seek justice.

23. Shortly after the foreclosure, and after meeting with my attorneys, I decided to serve as the class representative plaintiff in this class action because I was mistreated by Aurora and this would be the only way to stop Aurora from mistreating myself and others. I decided to bring a class action for the benefit of everyone and the hope that Aurora would learn a lesson. I reviewed the complaints in my case, including my initial complaint in my case and the Amended Consolidated Class Action Complaint, and approved of their filing.

24. Based on my communications with my attorneys, and our written agreement, I understood and agreed that my duty as a class representative was to represent the interests of the Class as a whole, and that I could receive no special treatment compared to other Class members. I was generally informed of the possibility that I could receive a modest extra award (an "incentive award") for my efforts and initiative as class representative if the case was successful and the judge determined it was appropriate, but I was never promised anything and no particular dollar amount was discussed. I understood it would be a relatively small amount depending on how the case was concluded. I never asked for, was offered, or expected anything in this regard, except fair and customary treatment.

25. I agreed to the proposed settlement based on the high dollar amount recovered and the advice of my attorneys, which included information about the proportion of potential damages

that it recovered, their efforts to obtain it, and the risks associated with Aurora going out of business. My motivation to sign the Settlement Agreement had nothing to do with the possibility of an incentive award. I understood I had the right to support, object to, or comment upon the proposed settlement without affecting the possibility of an incentive award. I am satisfied by the settlement, I believe it sends an important message, and I am proud to have played a role in achieving this outcome. My support for the settlement is in no way contingent on whether the Court elects to grant me an incentive award.

26. I would, of course, appreciate and accept any extra award that the Court deems fair and appropriate for the time and effort I spent on this case. I do believe that I showed initiative and took on risk in bringing this case after being mistreated by Aurora. Getting involved in a lawsuit with a huge company like Aurora is inherently risky even in the hands of good lawyers. Engaging the lawyers had risks of its own as I barely knew them when the case began. But I really wanted to step up and do something about what I perceived as unfair and dismissive policies and practices. In taking on the role of class representative, I was fully committed to seeing the case through, knowing that it could involve a substantial investment of time and subject me to personal questioning by Aurora's attorneys, and other legal issues that I really had no way of assessing.

27. I understand that the Court also considers the extent of my activities in support of the litigation in considering an appropriate incentive award, so I recite them to the best of my ability as follows: I met with Mr. Abtahi or Mr. Saam in person at least 10 times over the course of the case, and also communicated routinely with Mr. Saam, Mr. Abtahi, and Mr. Tuck by phone and email. Mr. Tuck attended some of my meetings with Mr. Abtahi and Mr. Saam. I have produced documents related to my loan and workout agreement with Aurora and recall spending significant time with Mr. Saam and Mr. Abtahi going over my documents and other facts with them as my attorneys prepared the case. I also assisted my attorneys in organizing facts of my case and responding to discovery served by Aurora. I also testified at deposition and attended a settlement conference in this action.

28. The significant legal documents I reviewed and discussed with my attorneys over the course of the case included the agreement I entered with the attorneys, the complaint they prepared, an amended complaint, a "consolidated" complaint, a second "consolidated," other court filing, the settlement-related documents, and this declaration. Through the course of this case, I engaged with my attorneys by telephone and email as necessary to ensure I understood what was going on and any decisions I was making or actions I was authorizing. I otherwise communicated with my attorneys regarding the case status from time to time, including over the course of the mediation that led to the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: November 14, 2014

/s/ Martiza Pinel
Maritza Pinel

LOCAL RULE 5-1(i)(3) ATTESTATION

In accordance with Local Rule 5-1(i)(3), concurrence in the filing of this document has been obtained from each of the signatories and I shall maintain records to support this concurrence for subsequent production for the court if so ordered or for inspection upon request by a party.

DATED: November 14, 2014

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By: /s/ Thomas E. Loeser

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