

Atty. No. 41106

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

COREY STEPNEY,

Plaintiff,

vs.

STATEBRIDGE COMPANY, LLC,

Defendant.

2024CH00541

**COMPLAINT – CLASS ACTION**

**INTRODUCTION**

1. This action arises from Defendant’s attempts to collect from Plaintiff, through misrepresentation and intimidation, a time-barred second mortgage loan.

2. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”).

**JURISDICTION AND VENUE**

3. Jurisdiction of this Court arises under 15 U.S.C. §1692k(d).

4. Personal jurisdiction in Illinois is proper because Defendant sent its collection letters into Illinois.

5. Venue in this county is proper because Defendant’s collection letter was received here.

**PARTIES**

**Plaintiff**

6. Plaintiff Corey Stepney is a natural person residing in Cook County, Illinois, in a home which she owns.

**Defendant**

7. Defendant Statebridge Company, LLC (“Statebridge”) is a limited liability company organized under Colorado law with its principal address at 6061 S. Willow Drive, Ste. 300, Greenwood Village, CO 80111. It does business in Illinois. Its registered agent and office is Incorp Services Inc., 901

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S. 2nd St., Suite 201, Springfield, IL 62704.

8. Statebridge states on its web site that it “provides custom, high touch special servicing, and sub servicing for the mortgage industry.” (<https://www.statebridgecompany.com/about-us/>)

9. “Special servicing” is mortgage industry argot for servicing loans which are delinquent or in default when the servicer first becomes involved with them, as opposed to current or performing loans.

10. Statebridge seeks and obtains ratings as a special servicer (Exhibit A).

11. As of June 30, 2023, Statebridge serviced 18,456 loans totaling \$2.44 billion. (Exhibit A)

12. Statebridge is a debt collector as defined in the FDCPA with respect to loans that are delinquent when it begins its involvement with them.

13. Statebridge is a debt collector as defined by the FDCPA, 15 U.S.C. §1692a(6), in that it is a person who uses one or more instrumentalities of interstate commerce or the mails in any business (a) the principal purpose of which is the collection of any debts and/ or (b) which regularly seeks to collect debts owed to others.

### **FACTS**

14. In 2005, Plaintiff Corey Stepney obtained an “80/20” mortgage loan secured by her home.

15. The “80/20” loan allowed a borrower with a subprime FICO score to simultaneously take out two loans to purchase or refinance a home: a first lien loan (typically 80% of the purchase price), and a second lien loan (typically 20% of the purchase price). Because the borrower financed the entire purchase price, the borrower had no equity in the home, which substantially increased the risk that the borrower would default on the loan. The product was devised by Countrywide executive Angelo Mozilo, who was sued by the Government for fraud. *SEC v. Mozilo*, 09cv3994, 2010 U.S. Dist. LEXIS 98203, at \*11 (C.D. Cal. Sep. 16, 2010).

16. Mozilo described the “80/20” loan as “the most dangerous product in existence and there can be nothing more toxic . . . .” 2010 U.S. Dist. LEXIS 98203, at \*55.

17. In Plaintiff's case, the 20% loan was made by Long Beach Mortgage Company.
18. The Truth in Lending statements for the two loans are attached as Exhibits B and C.
19. GMAC Mortgage claimed to have acquired the 20% loan from Long Beach.
20. Plaintiff, along with numerous other consumers, fell behind on her loans in 2008.
21. On September 25, 2008, GMAC Mortgage notified Plaintiff that her loan was accelerated. (Exhibit D)
22. Plaintiff filed a Chapter 13 bankruptcy, which was eventually dismissed.
23. Thereafter, she brought her first mortgage current.
24. In 2023, Plaintiff received a notice (Exhibit E) stating that the servicing of her second mortgage was being transferred from Veripro Solutions to Statebridge Company LLC. This notice disclosed that "Because of the age of your debt, we will not sue you for it . . . In circumstances, you can renew the debt and retart the time period for the statute of limitations if you take specific actions such as making certain payment on the debt or making a written promise to pay. Veripro Solutions, Inc. . . agrees that we will never file a lawsuit against you for the collection of this debt, it is our responsibility to make you aware of the facts stated herein. Please also be advised that this account remains secured by a lien against the property that will only be released upon full payoff, reduced payoff, through a bankruptcy with an approved lien strip order or by operation of law."
25. The language quoted above is standard, template language.
26. The statute of limitations in Illinois is ten years for a note, 735 ILCS 5/13-206, and to commence a mortgage foreclosure, 735 ILCS 5/13-115. The date would run from no later than acceleration in 2008.
27. On June 6, 2023 Statebridge sent Plaintiff a statement (Exhibit F) stating that "Failure to bring your loan current may result in fees and foreclosure – the loss of your home." This statement asserted that "As of 06/06/2023 you are 5,210 days delinquent on your mortgage loan." This is over 14 years.

28. On June 7, 2023, Statebridge sent Plaintiff a statement (Exhibit G) containing similar statements.

29. Statebridge has been sending Plaintiff statements containing similar language on a monthly basis (Exhibits H-J).

30. Exhibits G-J are form or template documents.

31. It is the standard practice for Defendant to send documents stating that failure to bring loans current may result in foreclosure or fees where the loan and mortgage are time-barred.

32. On August 10, 2023 (Exhibit K) Statebridge advised that the loan was serviced by Statebridge for “Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as Trustee for PNPMS Trust 1.”

33. PNPMS TRUST I is actually a Delaware statutory trust entity. Its registered agent and office is Wilmington Savings Fund Society, FSB, 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801

34. Plaintiff is confused, upset and distressed at Statebridge’s continual threats that she is facing the loss of her home.

**COUNT I – FDCPA**

35. Plaintiff incorporates paragraphs 1-34.

36. Defendant violated 15 U.S.C. §1692e, 1692e(2), 1692e(4), 1692e(5) and 1692e(10) by stating that Plaintiff could lose her home and have to pay fees when that is not the case.

37. Section 1692e provides:

False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

(2) The false representation of—

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by

any debt collector for the collection of a debt. . . .

- (4) The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action.
- (5) The threat to take any action that cannot legally be taken or that is not intended to be taken. . . .
- (10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .

**CLASS ALLEGATIONS**

38. Plaintiff brings this claim on behalf of a class.

39. The class consists of (a) all individuals in Illinois (b) to whom Defendant Statebridge sent a document referring to foreclosure or loss of home (c) after a prior servicer or subservicer had sent the individual a document stating that because of the age of your debt, we will not sue you for it (d) where the document referring to foreclosure or loss of home or fees was sent at any time during a period beginning one year prior to the filing of this action and ending 30 days after the filing of this action.

40. Plaintiff may alter the class definition to conform to developments in the case and discovery.

41. On information and belief, based on the size of Defendant’s business operations and the use of form documents, there are more than 40 members of the class, and the class is so numerous that joinder of all members is not practicable.

42. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether Defendant engages in the practice described;
- b. Whether the practice described above violates the FDCPA.

43. Plaintiff will fairly and adequately represent the class members. Plaintiff has

retained counsel experienced in class actions and FDCPA litigation. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

44. A class action is appropriate for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendant for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit;
- iii. Such other and further relief as the Court deems proper.

/s/ Daniel A. Edelman  
Daniel A. Edelman

Daniel A. Edelman  
Dulijaza (Julie) Clark  
**EDELMAN, COMBS, LATTURNER & GOODWIN, LLC**  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
(312) 739-4200  
(312) 419-0379 (FAX)  
Email address for service: [courtecl@edcombs.com](mailto:courtecl@edcombs.com)  
Atty. No. 41106

**NOTICE OF LIEN AND ASSIGNMENT**

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

/s/ Daniel A. Edelman  
Daniel A. Edelman

Daniel A. Edelman  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC  
20 S. Clark Street, Suite 1500  
Chicago, Illinois 60603  
(312) 739-4200  
(312) 419-0379 (FAX)

# **EXHIBIT A**



**RATING ACTION COMMENTARY**

**Fitch Affirms Statebridge Company, LLC's U.S. RMBS Servicer Rating; Outlook Negative**

Fri 08 Sep, 2023 - 12:04 PM ET

Fitch Ratings - New York - 08 Sep 2023: Fitch Ratings has affirmed Statebridge Company LLC's (Statebridge) U.S. residential primary specialty-subservicer rating at 'RPS3'. The Rating Outlook has been revised to Negative from Stable

**RATING ACTIONS**

ENTITY / DEBT ↕	RATING ↕	PRIOR ↕
Statebridge Company, LLC	RPS3 Rating Outlook Negative Affirmed	RPS3 Rating Outlook Stable
RMBS Primary Specialty Servicer - Subservicer		

**VIEW ADDITIONAL RATING DETAILS**

**KEY RATING DRIVERS**

Statebridge's rating affirmation reflects the company's ongoing systems and process improvements, its business growth objectives, evolving enterprise risk management controls, and developed staffing and training program. The Negative Outlook reflects the

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Statebridge was established in 2008 and was previously majority-owned by FrontRange Capital, (FrontRange) a private equity firm alongside minority ownership interest held by senior Statebridge executives - including the original co-founders, Kevin Kanouff, CEO, and David McDonnell, Managing Director and VP of Client Relations. During the second quarter of 2020, the senior management team acquired FrontRange's 70% majority interest and Statebridge was recapitalized with financing provided by FrontRange through a preferred debt instrument.

Statebridge maintains its strategic approach of providing special servicing in the capacity of a subservicer. The company plans to continue to add non-performing loans and re-performing loans to its home mortgage servicing portfolio as well as focusing on its construction and recovery business lines. In addition, as part of its strategic growth plans, the servicer plans to add additional servicing offerings such as Home Equity Line of Credit (HELOC), component servicing, and non-mortgage loans.

The servicer operates from its sole operating site located in Greenwood Village, CO. The servicer also maintains an offshore operation located in Lusaka, Zambia. The offshore facility maintains a team of five dedicated full-time equivalents who are direct Statebridge employees. The servicer indicated that the team handles primarily customer non-facing functions.

Statebridge continues to make several improvements to its servicing platform. This includes a new phone system and enhancements to its web system, which feature more customer self-service functions and deployed a new compliance application. The servicer strengthened its recruiting, training and staff retention programs and continues to effectively hire seasoned industry professionals to build out its senior servicing management team to further develop its bench strength.

As of June 30, 2023, Statebridge serviced 18,456 loans totaling \$2.44 billion. The portfolio is further broken down as follows; 10,921 third-party serviced loans totaling \$1.8 billion and 7,535 subserviced loans totaling \$604.5 million. This also includes 232 FHA/VA loans totaling \$48.4 million. Current portfolio by loan count represents a 3.8% yoy decrease in Statebridge's servicing operation

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The rated entity (and/or its agents) or, in the case of structured finance, one or more of the transaction parties participated in the rating process except that the following issuer(s), if any, did not participate in the rating process, or provide additional information, beyond the issuer's available public disclosure.

**APPLICABLE CRITERIA**

Criteria for Rating Loan Servicers (pub. 15 Dec 2022)

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Solicitation Status

Endorsement Policy

## ENDORSEMENT STATUS

Statebridge Company

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# **EXHIBIT B**



# **EXHIBIT C**

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**

LENDER OR LENDER'S AGENT:

**LONG BEACH MORTGAGE COMPANY**  
 1400 S. DOUGLASS RD., SUITE 100  
 ANAHEIM, CA 92806

Preliminary  Final

DATE: 03/31/05

LOAN NO.: [REDACTED] 91

Type of Loan: ADJUSTABLE RATE

BORROWERS:

**COREY S STEPNEY**

ADDRESS: [REDACTED]

CITY / STATE / ZIP: [REDACTED]

PROPERTY: [REDACTED]

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
8.158 %	\$ 234,846.83	\$ 135,337.99	\$ 370,184.82

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE		NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE	
		BEGINNING				BEGINNING	
24	839.37	Monthly beginning 05/01/05					
6	1,018.99	Monthly beginning 05/01/07					
330	1,042.20	Monthly beginning 11/01/07					

DEMAND FEATURE:  This loan does not have a Demand Feature.  This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:**

This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: [REDACTED]

ASSUMPTION: Someone buying this property  cannot assume the remaining balance due under original mortgage terms  
 may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING / RECORDING FEES: \$ 106.00

PROPERTY INSURANCE: Property hazard insurance is a required condition for this loan. You may purchase this insurance from any insurance company acceptable to the Lender.

Hazard insurance is available through the lender at an estimated cost of \$ \_\_\_\_\_ for \_\_\_\_\_ years.

LATE CHARGES: If your payment is more than **15** days late, you will be charged a late charge of **5.000** % of the overdue payment.

PREPAYMENT: If you pay off your loan early, you  
 may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties. e means estimate

I/We understand that this is neither a contract nor a commitment to Lend.  
 I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

[REDACTED] 3/31/05  
 COREY S STEPNEY BORROWER / DATE  
 \_\_\_\_\_ BORROWER / DATE  
 \_\_\_\_\_ BORROWER / DATE

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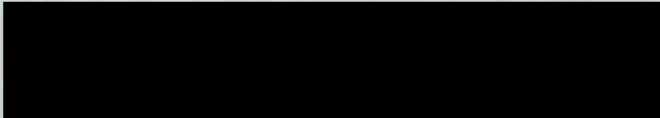
# **EXHIBIT D**

# GMAC Mortgage

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

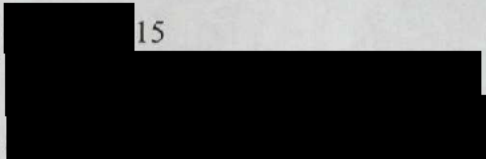
09/25/2008

COREY S STEPNEY



## NOTICE TO ACCELERATE FORECLOSURE

RE: Account Number  
Property Address



Dear COREY S STEPNEY

You were previously notified of your default and the demand for reinstatement on the above account.

Because you have failed to reinstate, your account has been sent to an attorney to proceed foreclosure action. Upon referral, you may incur substantial fees and costs, and the foreclosure status will be reported to credit agencies.

Upon completion of the foreclosure:

- You will lose title to the property.
- You may be liable for the foreclosure costs, including attorney fees.
- You may be personally liable for any remaining balance due.

The foreclosure will be reported to credit agencies and to the Internal Revenue Service.

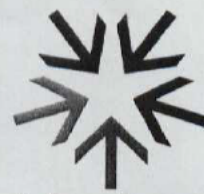
If you wish to discuss possible alternatives to avoid the foreclosure action, please contact Loss Mitigation Department.

Total Amount Due..... \$1602.28

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# **EXHIBIT E**

PO BOX 3572  
COPPELL TX 75019  
CHANGE SERVICE REQUESTED

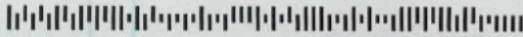


Veripro Solutions

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COREY STEPNEY



03/24/2023

Re: Veripro Account Number: [REDACTED] 31

Last 4 of Previous Loan Number: [REDACTED] 73  
Note Date: 03/31/2005  
Original Loan Amount: \$35,000.00  
Property Address: [REDACTED]

**Notice of Assignment, Sale or Transfer of Servicing Rights**

Dear COREY STEPNEY,

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payment from you, is being assigned, sold or transferred from Veripro Solutions, Inc., (Veripro) to Statebridge Company LLC, effective 04/12/2023. The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than the terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your present servicer is Veripro Solutions, Inc., (Veripro). If you have any questions relating to the transfer of ownership and the transfer of servicing from Veripro please do not hesitate to contact the Customer Support Center toll-free at 1-888-967-9700 between the hours of 8:00AM to 8:00PM CST Monday thru Friday or by mail at:

Veripro Solutions, Inc.  
P.O. Box 3572  
Coppell, TX 75019

Your new servicer will be Statebridge Company LLC. If you have any questions relating to the transfer of servicing to your new servicer, you may call their Customer Support Department toll-free 866-466-3360 between the hours of Monday - Thursday 7 AM to 7 PM MST, Friday 7 AM to 6 PM MST, and Saturday 8 AM to 12 PM MST. Please note the following important address information for Statebridge Company LLC.

**Correspondence**

Statebridge Company LLC  
General Correspondence  
6061 S. Willow Dr., Suite 300  
Greenwood Village, CO 80111

**Payments**

Statebridge Company LLC  
Payment Processing  
PO Box 173313  
Denver, CO 80217-3313

The date that your present servicer, Veripro, will stop accepting payments from you is 04/11/2023. The date that your new servicer Statebridge Company LLC will start accepting payments from you is 04/12/2023. Please send all payments due on or after the 04/12/2023 to your new servicer Statebridge Company LLC.

The assignment, sale, or transfer of the servicing of the mortgage loan will require you to contact any hazard and flood insurers to add Statebridge Company LLC as loss payee at the below address. For escrow accounts, insurers need to send billing statements/invoices to the Statebridge Company LLC loss payee. Be sure to provide Statebridge Company LLC with a copy of the notice to the insurance provider.

750 E Highway 121, Suite 100, Lewisville, TX 75067 | P.O. Box 3244, Coppell, TX 75019 | Phone: 888-967-9700 | Fax: 877-492-6160  
| Business Hours: 8:00AM to 8:00PM CST | www.veriprosolutions.com | Se Habla Español

*Veripro Solutions, Inc., (formerly known as NSM Recovery Services, Inc.) is a Nationstar Mortgage Company, LLC. Veripro is a debt collector. This is an attempt to collect a debt and information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge bankruptcy, this letter is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged but is provided for informational purposes only. If you are represented by an attorney, please provide this notice to your attorney.*



# Veripro Solutions

**NOTICE TO ALL CONSUMERS: THE FOLLOWING STATES REQUIRE US TO GIVE SPECIAL NOTICES TO THEIR RESIDENTS. CONSUMERS IN OTHER STATES MAY HAVE SIMILAR OR GREATER RIGHTS AND THESE STATE-SPECIFIC NOTICES DO NOT LIMIT OR RESTRICT THE RIGHTS AFFORDED BY FEDERAL LAW OR OTHER STATE LAWS.**

The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it, and we will not report it to any credit reporting agency. [Veripro Solutions Inc. does not report to any credit reporting agency] In circumstances, you can renew the debt and restart the time period for the statute of limitations if you take specific actions such as making certain payment on the debt or making a written promise to pay. Veripro Solutions, Inc. ( Veripro ) agrees that we will never file a lawsuit against you for the collection of this debt, it is our responsibility to make you aware of the facts stated herein. Please also be advised that this account remains secured by a lien against the property that will only be released upon full payoff, reduced payoff, through a bankruptcy with an approved lien strip order or by operation of law.

750 E Highway 121, Suite 100, Lewisville, TX 75067 | P.O. Box 3244, Coppell, TX 75019 | Phone: 888-967-9700 | Fax: 877-492-6160  
| Business Hours: 8:00AM to 8:00PM CST | [www.veriprosolutions.com](http://www.veriprosolutions.com) | Se Habla Español

*Veripro Solutions, Inc., (formerly known as NSM Recovery Services, Inc.) is a Nationstar Mortgage Company, LLC. Veripro is a debt collector. This is an attempt to collect a debt and information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge bankruptcy, this letter is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged but is provided for informational purposes only. If you are represented by an attorney, please provide this notice to your attorney.*

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

# **EXHIBIT F**



# **EXHIBIT G**



P.O. Box 173313  
Denver, CO 80217-3313

RETURN SERVICE REQUESTED

434  
COREY STEPNEY

# Mortgage Statement



Statement Date: 07/06/2023



Online  
www.statebridgecompany.com



Customer Service:  
1-866-466-3360



Mail Payments to:  
PO Box 173313  
Denver, CO 80217-3313

Property Address:

Account Information	
Loan Number	██████████.82
Payment Due Date	08/01/2023
Amount Due	\$88,923.38
<i>If payment not received by 08/01/2023 additional interest will be added to your loan.</i>	
Loan Due Date	03/01/2009
Outstanding Principal Balance	\$34,263.13
Escrow Balance	\$0.00
Interest rate	11.000%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$34,263.13
Interest	\$54,660.25
Escrow (Taxes and Insurance)	\$0.00
Total Fees and Charges	\$0.00
Overdue Payment	\$88,923.38
<b>Total Amount Due</b>	<b>\$88,923.38</b>

### \*\* Maturity Notice \*\*

Your loan has matured on 06/21/2019. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 07/06/2023, you are 5,240 days delinquent on your mortgage loan.

#### Recent Account History

\* Payment due 06/21/2019: Unpaid balance of \$88,923.38

**Total: \$88,923.38 due. Payoff figures subject to change. Please contact Statebridge Company before remitting payment.**

**Housing Counselor Information:** If you would like counseling or assistance, you can contact the following:

U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call (800) 569-4287

If you wish to contact us in writing to assert an error or make an information request about your mortgage loan under the Real Estate Settlement Procedures Act ("RESPA"), you must send the correspondence to: **Statebridge Company, LLC, Attn: Borrower Correspondence, 6061 S. Willow Drive, Suite 300, Greenwood Village, CO 80111**

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
<b>Total Payment</b>	<b>\$0.00</b>	<b>\$0.00</b>

Important Messages	
If you enrolled in our automatic payment service, your payment will process as scheduled.	
<b>If You Are Experiencing Financial Difficulty</b> and you would like mortgage counseling or assistance, you can find a list of counselors in your area by contacting the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area go to: <a href="http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm">http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm</a> or call 1-800-569-4287 or TDD 1-800-877-8339.	

#### Important Information About Partial Payments

\* Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

We are a debt collector and may be attempting to collect a debt. Any information obtained may be used for that purpose. If you are a confirmed Successor in Interest or in active bankruptcy or have received a bankruptcy discharge, this statement is for informational purposes only, and is not a demand for payment.

Please detach bottom portion and return with your payment. Allow 7-10 days for postal delivery. Please do not send cash.

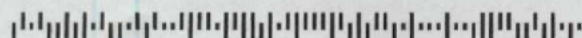
Amount Due	
Loan Number	██████████.82
Borrower	COREY STEPNEY
Due By 08/01/2023	\$88,923.38

Payment Coupon		Monthly Payment Amount	\$	
Please write your loan number on your check or money order.		Additional Principal	\$	.
Please make check payable to Statebridge Company, LLC		Additional Escrow	\$	.
		Late Fees	\$	.
		Other (Please Specify)	\$	.
		<b>Total Enclosed</b>	\$	.

Check this box if a change is completed on the reverse side



STATEBRIDGE COMPANY, LLC  
PO BOX 173313  
DENVER, CO 80217-3313



000064918200088923383

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

# **EXHIBIT H**



6061 South Willow Drive, Suite 300  
Greenwood Village, CO 80111

RETURN SERVICE REQUESTED

001845

COREY STEPNEY



# Mortgage Statement



Statement Date: **October 06, 2023**



Online  
www.statebridgecompany.com



Customer Service:  
1-866-466-3360



Mail Payments to:  
PO Box 201159  
Dallas, TX 75320-1159

<b>Loan Number</b>	██████████82
<b>Payment Due Date</b>	11/01/2023
<b>Amount Due</b>	<b>\$58,997.64</b>
<i>If payment not received by 10/31/2023, a late fee of \$0.00 may be assessed.</i>	

Account Information	
<b>Property Address:</b>	██████████
Loan Due Date	03/01/2009
Unpaid Principal Balance	\$34,263.13
Escrow Balance	\$0.00
Interest rate	11.000%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$95.88
Interest	\$237.44
Escrow (Taxes and Insurance)	\$0.00
<b>Regular Monthly Payment</b>	<b>\$333.32</b>
Total Fees and Charges	\$0.00
Overdue Payment	\$58,664.32
<b>Total Amount Due</b>	<b>\$58,997.64</b>

Transaction Activity (09/06/23 - 10/05/23)						
Date	Description	Principal	Interest	Escrow	Late Charges/Fees	Total
There Is No Transaction Activity						

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.18
Partial Payment (Unapplied)*	\$0.00	\$0.00
<b>Total Payment</b>	<b>\$0.00</b>	<b>\$0.18</b>

Delinquency Notice
You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 10/06/23, you are 5,332 days delinquent on your mortgage loan.
<b>Recent Account History</b>
Current Payment Due 11/01/23: \$333.32
Payment Due 10/01/23: Unpaid balance of \$333.32
Payment Due 09/01/23: Unpaid balance of \$333.32
Payment Due 08/01/23: Unpaid balance of \$333.32
Payment Due 07/01/23: Unpaid balance of \$333.32
Payment Due 06/01/23: Unpaid balance of \$333.32
Payment Due 05/01/23: Unpaid balance of \$56,997.72
<b>Total: \$58,997.64 due. You must pay this amount to bring your loan current.</b>
If You Are Experiencing Financial Difficulty and you would like mortgage counseling or assistance, you can find a list of counselors in your area by contacting the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area go to: <a href="http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm">http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm</a> or call 1-800-569-4287 or TDD 1-800-877-8339.

**Important Information About Partial Payments**

\* Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

We are a debt collector and may be attempting to collect a debt. Any information obtained may be used for that purpose. If you are a confirmed Successor in Interest or in active bankruptcy or have received a bankruptcy discharge, this statement is for informational purposes only, and is not a demand for payment.

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

# **EXHIBIT I**



6061 South Willow Drive, Suite 300  
Greenwood Village, CO 80111  
RETURN SERVICE REQUESTED

# Mortgage Statement



Statement Date: November 06, 2023



Online  
www.statebridgecompany.com



Customer Service:  
1-866-466-3360



Mail Payments to:  
PO Box 201159  
Dallas, TX 75320-1159

001906  
COREY STEPNEY

<b>Loan Number</b>	82
<b>Payment Due Date</b>	12/01/2023
<b>Amount Due</b>	<b>\$59,330.96</b>
<i>If payment not received by 11/30/2023, a late fee of \$0.00 may be assessed.</i>	

Account Information	
<b>Property Address:</b>	[REDACTED]
Loan Due Date	03/01/2009
Unpaid Principal Balance	\$34,263.13
Escrow Balance	\$0.00
Interest rate	11.000%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$96.75
Interest	\$236.57
Escrow (Taxes and Insurance)	\$0.00
<b>Regular Monthly Payment</b>	<b>\$333.32</b>
Total Fees and Charges	\$0.00
Overdue Payment	\$58,997.64
<b>Total Amount Due</b>	<b>\$59,330.96</b>

Transaction Activity (10/06/23 - 11/04/23)						
Date	Description	Principal	Interest	Escrow	Late Charges/Fees	Total
There Is No Transaction Activity						

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.18
Partial Payment (Unapplied)*	\$0.00	\$0.00
<b>Total Payment</b>	<b>\$0.00</b>	<b>\$0.18</b>

**Important Information About Partial Payments**

\* Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

**Delinquency Notice**

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 11/06/23, you are 5,363 days delinquent on your mortgage loan.

**Recent Account History**

Current Payment Due 12/01/23: \$333.32  
 Payment Due 11/01/23: Unpaid balance of \$333.32  
 Payment Due 10/01/23: Unpaid balance of \$333.32  
 Payment Due 09/01/23: Unpaid balance of \$333.32  
 Payment Due 08/01/23: Unpaid balance of \$333.32  
 Payment Due 07/01/23: Unpaid balance of \$333.32  
 Payment Due 06/01/23: Unpaid balance of \$57,331.04

**Total: \$59,330.96 due. You must pay this amount to bring your loan current.**  
 If You Are Experiencing Financial Difficulty and you would like mortgage counseling or assistance, you can find a list of counselors in your area by contacting the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area go to: <http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 1-800-569-4287 or TDD 1-800-877-8339.

We are a debt collector and may be attempting to collect a debt. Any information obtained may be used for that purpose. If you are a confirmed Successor in Interest or in active bankruptcy or have received a bankruptcy discharge, this statement is for informational purposes only, and is not a demand for payment.

Please detach bottom portion and return with your payment. Allow 7-10 days for postal delivery. Please do not send cash.

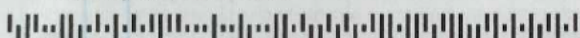
Amount Due	
Loan Number	82
Borrower	COREY STEPNEY
<b>Due By 12/01/2023</b>	<b>\$59,330.96</b>
<i>If payment not received by 11/30/2023 a late fee of \$0.00 may be assessed.</i>	

Payment Coupon	Monthly Payment Amount	\$
		.
	Additional Principal	.
	Additional Escrow	.
	Late Fees	.
	Other (Please Specify)	.
<b>Total Enclosed</b>		.

Check this box if a change is completed on the reverse side



STATEBRIDGE COMPANY, LLC  
PO Box 201159  
Dallas, TX 75320-1159



000064918200059330962

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

# **EXHIBIT J**



6061 South Willow Drive, Suite 300  
Greenwood Village, CO 80111

RETURN SERVICE REQUESTED

# Mortgage Statement



Statement Date: December 06, 2023



Online  
www.statebridgecompany.com



Customer Service:  
1-866-466-3360



Mail Payments to:  
PO Box 201159  
Dallas, TX 75320-1159

001797

COREY STEPNEY



<b>Loan Number</b>	██████████82
<b>Payment Due Date</b>	01/01/2024
<b>Amount Due</b>	<b>\$59,664.28</b>
<i>If payment not received by 12/31/2023, a late fee of \$0.00 may be assessed.</i>	

Account Information	
<b>Property Address:</b>	██████████
Loan Due Date	03/01/2009
Unpaid Principal Balance	\$34,263.13
Escrow Balance	\$0.00
Interest rate	11.000%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$97.64
Interest	\$235.68
Escrow (Taxes and Insurance)	\$0.00
<b>Regular Monthly Payment</b>	<b>\$333.32</b>
Total Fees and Charges	\$0.00
Overdue Payment	\$59,330.96
<b>Total Amount Due</b>	<b>\$59,664.28</b>

Transaction Activity (11/05/23 - 12/05/23)						
Date	Description	Principal	Interest	Escrow	Late Charges/Fees	Total
There Is No Transaction Activity						

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.18
Partial Payment (Unapplied)*	\$0.00	\$0.00
<b>Total Payment</b>	<b>\$0.00</b>	<b>\$0.18</b>

**Important Information About Partial Payments**

\* Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

**Delinquency Notice**

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 12/06/23, you are 5,393 days delinquent on your mortgage loan.

**Recent Account History**

Current Payment Due 01/01/24: \$333.32  
 Payment Due 12/01/23: Unpaid balance of \$333.32  
 Payment Due 11/01/23: Unpaid balance of \$333.32  
 Payment Due 10/01/23: Unpaid balance of \$333.32  
 Payment Due 09/01/23: Unpaid balance of \$333.32  
 Payment Due 08/01/23: Unpaid balance of \$333.32  
 Payment Due 07/01/23: Unpaid balance of \$57,664.36

**Total: \$59,664.28 due. You must pay this amount to bring your loan current.**

If You Are Experiencing Financial Difficulty and you would like mortgage counseling or assistance, you can find a list of counselors in your area by contacting the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area go to: <http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 1-800-569-4287 or TDD 1-800-877-8339.

We are a debt collector and may be attempting to collect a debt. Any information obtained may be used for that purpose. If you are a confirmed Successor in Interest or in active bankruptcy or have received a bankruptcy discharge, this statement is for informational purposes only, and is not a demand for payment.

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

# **EXHIBIT K**



August 10, 2023

Via USPS and BBB

Corey Stepney  
[REDACTED]

RE: Loan Number: [REDACTED] 82  
Borrower: Corey Stepney  
Property: [REDACTED]

Dear Corey Stepney:

Your dispute sent via USPS was received by Statebridge Company, LLC (Statebridge) on June 21, 2023. Your BBB complaint was received July 17, 2023. We have reviewed the information in your inquiries and various items from the loan file at Statebridge.

The mortgage loan in question was originated on March 31, 2005 and recorded in Cook County as Instrument Number 0509605159. The mortgage secured an original principal balance of \$35,000.00. The name and address of the original lender was Long Beach Mortgage Company, 1400 S. Douglass Rd, Ste 100, Anaheim, CA 92806. The current investor of this loan is Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee for PNPMS Trust I, 100 Quentin Roosevelt Blvd - Ste 204 Garden City, NY 11530. The servicer of this loan is Statebridge Company, LLC, 6061 S. Willow Dr, Suite 300, Greenwood Village, CO 80111, (866) 466-3360.

The loan transferred from Veripro Solutions to Statebridge on April 12, 2023. At the time of transfer the loan had an unpaid principal balance of \$34,263.13. With a bankruptcy discharge, you are no longer personally liable for the debt, but the lien on the property is still enforceable.

Enclosed are the following documents:

- Note
- Mortgage
- Payment History

Sincerely,

Statebridge Company, LLC is a debt collector and is attempting to collect a debt. Any information obtained may be used for that purpose. If you are in active bankruptcy or have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but a possible enforcement of a lien against property.

FILED DATE: 1/26/2024 2:30 PM 2024CH00541

08/01/2023 9:10:42AM

Statebridge Company, LLC

6061 S. Willow Drive

Suite 300

Greenwood Village

CO 80111

Toll Free Number

(866) 466-3360

Loan History Statement

COREY STEPNEY

Loan ID [REDACTED] 82

[REDACTED]

<u>Trans Date</u>	<u>Eff Date</u>	<u>Due Date</u>	<u>Transaction Amt</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow</u>	<u>Description</u>
05/08/23	05/08/23	03/01/09	\$0.00				New Loan
05/09/23	05/09/23	03/01/09	\$0.00				Investor Loan Sale
05/09/23	05/09/23	03/01/09	\$0.00				Inv Loan Purchase
			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Ending Principal Balance		\$34,263.13	Gross Interest Paid		\$0.00	Escrow Int/Div Paid	\$0.00
Ending Escrow Balance		\$0.00	Assistance Paid		\$0.00	Escrow Int/Div Withheld	\$0.00
Ending Unapplied Balance		\$0.00	Net Interest Paid		\$0.00	Taxes Paid	\$0.00
Ending Late Charge Balance		\$0.00	Late Charges Paid		\$0.00	Insurance Paid	\$0.00
Ending Reserve Acct Balance		\$0.00					

Handwritten signature and date: 8/1/2023

FILED DATE: 1/26/2024 2:30 PM 2024CH00541