

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION**

In re:	Case No. 17-71487
TROY SHANNON HARLOW,	Chapter 13
Debtor.	
TROY SHANNON HARLOW, et al.,	
Plaintiffs,	Adversary Proc. No. 20-07028
v.	
WELLS FARGO BANK, N.A.,	
Defendant.	

DEFENDANT WELLS FARGO BANK, N.A.’S ANSWER TO PLAINTIFFS’ SECOND AMENDED CLASS ACTION COMPLAINT AND APPLICATION FOR INJUNCTIVE RELIEF

Defendant Wells Fargo Bank, N.A. (“Wells Fargo”), through its undersigned counsel and pursuant to the Federal Rules of Bankruptcy Procedure, answers the Second Amended Class Action Complaint and Application for Injunctive Relief (the “Complaint”) filed by Troy Shannon Harlow, Mark Stephen Estes, Kimberly Fewell, and Rodolfo Rodriguez and Beatriz Villegas-Rodriguez (collectively “Plaintiffs”). Wells Fargo denies all allegations in the Complaint that Wells Fargo does not expressly admit in this Answer.

I. PARTIES

PLAINTIFFS:

1. Wells Fargo admits that Mr. Harlow has been a debtor in the case *In re Troy Shannon Harlow*, Chapter 13 Bankruptcy Case No. 17-71487, currently pending in the Western District of Virginia, Roanoke Division. Except as expressly admitted, Wells Fargo lacks

knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

2. Wells Fargo admits that Mr. Estes is or was a debtor in the bankruptcy case entitled *In re Mark Steven Estes*, Bankruptcy Case No. 17-70327 before the Western District of Virginia, Roanoke Division. Mr. Estes received a discharge on January 23, 2023, and the closed date of the bankruptcy case is not known. Except as expressly admitted, Wells Fargo lacks information sufficient to form a belief as to the allegations in this paragraph and those allegations are therefore denied.

3. Wells Fargo admits that Ms. Porter Fewell has been a debtor in the case *In re Kimberly Porter Fewell*, Chapter 13 Bankruptcy Case No. 20-30194, currently pending in the United States Bankruptcy Court for the Western District of North Carolina, Charlotte Division. Except as expressly admitted, Wells Fargo lacks information sufficient to form a belief as to the allegations in this paragraph and those allegations are therefore denied.

4. Wells Fargo admits that Ms. Rodriguez-Villegas and Mr. Rodriguez have been debtors in the case *In re Rodolfo & Beatriz Rodriguez-Villegas*, Chapter 13 Bankruptcy Case No. 20-10074, currently pending in the Southern District of Texas, Brownsville Division. Except as expressly admitted, Wells Fargo lacks information sufficient to form a belief as to the allegations in this paragraph and those allegations are therefore denied.

DEFENDANTS:

5. This allegation relates to Defendant Wells Fargo & Co, which was dismissed as a defendant by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, Wells Fargo admits

that Wells Fargo & Co. is a diversified financial services company with its corporate headquarters in San Francisco, California. Except as stated, denied.

6. This allegation relates to Defendant Wells Fargo & Co, which was dismissed as a defendant by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, Wells Fargo admits that Wells Fargo & Co. is the sole owner of Wells Fargo Bank, N.A.

7. This allegation relates to Defendant Wells Fargo & Co, which was dismissed as a defendant by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, Wells Fargo denies the allegations contained in paragraph 7 of the Complaint.

8. This allegation relates to Defendant Wells Fargo & Co, which was dismissed as a defendant by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, Wells Fargo denies the allegations in paragraph 8 of the Complaint.

9. Wells Fargo admits that Wells Fargo Bank, N.A. is a subsidiary of Wells Fargo & Co and that that Wells Fargo Bank, N.A. is a national association that is headquartered in South Dakota. Wells Fargo also admits that it services mortgage loans for each of the plaintiffs. Wells Fargo also admits that Wells Fargo Bank, N.A. conducts mortgage service operations through its Wells Fargo Home Mortgage division, which is headquartered in Des Moines, Iowa. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

II. JURISDICTION AND VENUE

10. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

11. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

12. The allegations of this paragraph consist of legal conclusions to which no response is required. Wells Fargo does not consent to the entry of final orders or judgments in this adversary proceeding by the bankruptcy court.

III. BANKRUPTCY COURT AUTHORITY TO ADJUDICATE THIS MATTER AS A NATIONWIDE CLASS ACTION

13. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

14. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

15. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

16. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

17. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

18. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

19. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

20. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

IV. FACTS

21. Wells Fargo lacks knowledge or information sufficient to form a belief as to the reasons Plaintiffs have filed this case and those allegations are therefore denied. Wells Fargo denies that notices were “false and disruptive.”

22. The allegations of this paragraph primarily consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

A. SUMMARY OF CASE

23. This allegation relates to Defendant Wells Fargo & Co, which was dismissed as a defendant by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, Wells Fargo admits

that it is a mortgage servicing company and that if Plaintiffs make their monthly payments to Wells Fargo, then Wells Fargo will apply payments on behalf of the owner of the borrowers' mortgage loans. Wells Fargo further admits that it is a subsidiary of Wells Fargo & Co. Except as expressly stated, the allegations in this paragraph do not provide sufficient details to allow Wells Fargo to adequately respond, and therefore Wells Fargo denies the allegations in this paragraph.

24. The allegations in paragraph 24 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Wells Fargo admits that if Plaintiffs make their monthly mortgage payments to Wells Fargo, then Wells Fargo will apply payments on behalf of the owner of the borrowers' mortgage loans. Wells Fargo also admits that it makes appropriate payments to investors, taxing authorities, insurers and others. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the remaining allegations in this paragraph are denied.

25. The allegations in paragraph 25 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Wells Fargo denies the allegations in this paragraph to the extent that it is inconsistent with servicing guidelines, investor agreements or rules. To the extent a response is required, the allegations in this paragraph are denied.

26. To the extent that the allegations of this paragraph consist of legal conclusions, no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. The allegations in paragraph 26 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

27. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

28. The allegations in paragraph 28 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

29. The allegations in paragraph 29 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. To the extent a response is required, the allegations in this paragraph are denied.

30. The allegations in paragraph 30 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

31. The allegations in paragraph 31 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

32. The allegations in paragraph 32 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

33. Wells Fargo denies the allegations contained in paragraph 33 of the Complaint.

34. The allegations in paragraph 34 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

35. The allegations in this paragraph refer to an SEC filing, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with the filing. Except as stated, denied.

36. The allegations in paragraph 36 of the Complaint refer to servicing guidelines to which no response is required and in any event do not provide sufficient details to allow Wells Fargo to adequately respond. To the extent a response is required, the allegations in this paragraph are denied.

37. The allegations in paragraph 37 of the Complaint are conclusions of law or refer to servicing guidelines to which no response is required and do not provide sufficient details to allow Wells Fargo to adequately respond. To the extent a response is required, the allegations in this paragraph are denied.

38. The allegations in paragraph 38 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

39. Wells Fargo denies the allegations contained in paragraph 39 of the Complaint.

40. The allegations in this paragraph purport to summarize a quotation from a news article, to which no response is required. To the extent that the allegations in this paragraph are

inconsistent with that quotation or article, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

41. Wells Fargo denies the allegations contained in paragraph 41 of the Complaint.

42. Wells Fargo denies the allegations contained in paragraph 42 of the Complaint.

43. Wells Fargo admits that it utilizes a mortgage loan servicing platform licensed by Black Knight. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

44. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

45. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

46. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

47. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

48. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

49. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

50. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

51. Wells Fargo denies the allegations contained in paragraph 51 of the Complaint.

52. Wells Fargo denies the allegations contained in paragraph 52 of the Complaint.

53. Wells Fargo denies the allegations contained in paragraph 53 of the Complaint.

54. Wells Fargo denies the allegations contained in paragraph 54 of the Complaint.

55. Wells Fargo denies the allegations contained in paragraph 55 of the Complaint.

56. To the extent that paragraph 56 of the Complaint characterizes court dockets, no response is required. The allegations in paragraph 56 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

57. To the extent that paragraph 57 of the Complaint characterizes the claims registry or Bankruptcy forms or rules, no response is required. Wells Fargo admits that it filed a forbearance notice on the claims register in Mr. Harlow's bankruptcy case. Except as expressly admitted, Wells Fargo denies the allegations contained in paragraph 57 of the Complaint.

58. Wells Fargo admits that forbearance notices signed by non-attorneys were filed in each Plaintiff's bankruptcy case. Except as expressly admitted, Wells Fargo denies the allegations contained in paragraph 58 of the Complaint.

59. Wells Fargo denies the allegations contained in paragraph 59 of the Complaint.

60. Wells Fargo denies the allegations contained in paragraph 60 of the Complaint.

61. Wells Fargo denies the allegations contained in paragraph 61 of the Complaint.

62. Wells Fargo admits that “‘forbearance’ of mortgage payments is not forgiveness of the borrower’s obligation to make monthly payments that are ‘forborne.’ Rather, forbearance only puts off the borrower’s duty to make mortgage payments during the applicable forbearance period.”

63. The allegations in paragraph 63 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information

sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

64. The allegations of this paragraph primarily consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

65. The allegations in paragraph 65 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

66. The allegations of this paragraph primarily consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

67. The allegations of this paragraph primarily consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

68. Wells Fargo denies the allegations contained in paragraph 68 of the Complaint.

69. The allegations in this paragraph of the Complaint refer to and attach a letter, the contents of which speak for themselves. Wells Fargo otherwise lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

70. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that

plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

71. The allegations of this paragraph primarily consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations of this paragraph.

72. Wells Fargo denies the allegations contained in paragraph 72 of the Complaint.

73. Wells Fargo denies the allegations contained in paragraph 73 of the Complaint.

74. The allegations in paragraph 74 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

75. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. This paragraph also states plaintiffs' positions, not legal or factual allegations, and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

76. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

77. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that

plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

78. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

79. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

80. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

81. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

82. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

B. PLAINTIFFS' BACKGROUND AND BANKRUPTCY CASES

Troy Shannon Harlow

83. Wells Fargo admits the allegations contained in paragraph 83 of the Complaint.

84. Wells Fargo admits that it services a mortgage loan for Mr. Harlow. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

85. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

86. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

87. Wells Fargo admits that Mr. Harlow filed an amended plan, the contents of which speak for themselves. Wells Fargo denies the allegations in this paragraph to the extent that the allegations are inconsistent with the filing.

88. Wells Fargo admits the allegations contained in paragraph 88 of the Complaint.

89. Wells Fargo admits the allegations contained in paragraph 89 of the Complaint upon information and belief.

90. Wells Fargo admits that on January 2, 2018, it filed a proof of claim in Mr. Harlow's bankruptcy case, with a total arrearage of \$0.00.

91. Wells Fargo admits that it filed a notice of forbearance on the claims register of Mr. Harlow's bankruptcy case on April 29, 2020, the contents of which speak for themselves. Except as expressly admitted, Wells Fargo denies the remaining allegations in this paragraph.

92. The allegations in this paragraph of the Complaint refer to a court filing, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that they are inconsistent with that filing.

93. The allegations in this paragraph of the Complaint purport to quote a court filing, the contents of which speak for themselves. Wells Fargo admits that it provided a forbearance to Mr. Harlow and admits that he did not request a forbearance. Except as stated, Wells Fargo denies the allegations of this paragraph.

94. Wells Fargo admits that Mr. Harlow did not request for his mortgage loan to be placed into forbearance. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in this paragraph and those allegations are therefore denied.

95. The allegations in this paragraph of the Complaint purport to quote a court filing, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations of this paragraph.

96. Wells Fargo admits that Mr. Harlow was current on his post-petition monthly mortgage payments in April 2020. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

97. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

98. Wells Fargo admits that an objection was filed on June 18, 2020. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

Mark Stephen Estes

99. Wells Fargo admits the allegations contained in paragraph 99 of the Complaint.

100. Wells Fargo admits that it services Mr. Estes' mortgage loan. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

101. Wells Fargo admits the allegations of this paragraph upon information and belief.

102. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

103. The allegations in this paragraph of the Complaint purport to quote a court filing, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing.

104. Wells Fargo admits the allegations of this paragraph upon information and belief.

105. The allegations in this paragraph of the Complaint purport to refer to a court filing, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing.

106. The allegations in this paragraph of the Complaint purport to refer to a court order entered in Mr. Estes' bankruptcy case, the contents of which speak for themselves. Wells Fargo admits the allegations of this paragraph to the extent that it is correctly summarizing that order. To the extent a further response is required, denied.

107. Wells Fargo admits that it filed a forbearance notice in Mr. Estes' bankruptcy case on May 11, 2020. Except as expressly admitted, Wells Fargo denies the remaining allegations in this paragraph.

108. Wells Fargo admits that Mr. Estes did not request for his mortgage loan to be placed into forbearance. Except as expressly admitted, Wells Fargo lacks knowledge or information

sufficient to form a belief as to the truth or falsity of the remaining allegations in this paragraph and those allegations are therefore denied.

109. The allegations in this paragraph of the Complaint purport to refer to a court filing in Mr. Estes' bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing.

110. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

111. Wells Fargo denies the allegations in paragraph 111 of the Complaint.

112. Wells Fargo admits that an objection was filed on May 13, 2020. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph

113. The allegations in this paragraph of the Complaint purport to refer to a court filing in Mr. Estes' bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

114. The allegations in this paragraph of the Complaint purport to refer to a court filing in Mr. Estes' bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

115. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

116. Wells Fargo denies the allegations contained in paragraph 116 of the Complaint.

117. Wells Fargo denies the allegations contained in paragraph 117 of the Complaint.

Kimberly Porter Fewell

118. Wells Fargo admits the allegations contained in paragraph 118 of the Complaint.

119. Wells Fargo admits upon information and belief that Ms. Fewell has made all required post-petition payments to a mortgage loan serviced by Wells Fargo. Except as stated, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

120. The allegations in this paragraph of the Complaint purport to refer to court documents filed in Ms. Fewell' bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with those filings.

121. The allegations in this paragraph of the Complaint refer to the forbearance notice filed in Ms. Fewell' bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing.

122. The allegations in this paragraph of the Complaint purport to quote a court filing in Ms. Fewell's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

123. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

124. Wells Fargo denies the allegations contained in paragraph 124 of the Complaint.

125. The allegations in this paragraph of the Complaint purports to quote a court filing in Ms. Fewell's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies

the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

126. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

127. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

128. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

129. Wells Fargo denies the allegations contained in paragraph 129 of the Complaint.

130. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

131. The allegations in this paragraph of the Complaint purport to refer to a court filing in Ms. Fewell's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. The remaining allegations in this paragraph state the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

132. Wells Fargo denies the allegations contained in paragraph 132 of the Complaint.

133. The allegations in this paragraph of the Complaint purports to quote a court filing in Ms. Fewell's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

134. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

135. The allegations in this paragraph of the Complaint purport to refer to a court document, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that court document. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

136. Wells Fargo denies the allegations of paragraph 136.

137. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

138. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

139. The allegations in this paragraph of the Complaint purport to quote a court filing in Ms. Fewell's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Except as

stated, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in this paragraph and those allegations are therefore denied.

140. Wells Fargo denies the allegations contained in paragraph 140 of the Complaint.

Beatriz Villegas-Rodriguez and Rodolfo Rodriguez

141. Wells Fargo admits that the statements in this paragraph regarding Mr. and Mrs. Rodriguez's bankruptcy case are accurate. With respect to Mr. and Mrs. Rodriguez's marital status, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

142. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

143. The allegations in this paragraph of the Complaint purport to quote a court filing in Mr. and Mrs. Rodriguez's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Except as expressly admitted, Wells Fargo denies the remaining allegations in this paragraph.

144. Wells Fargo denies the allegations contained in paragraph 144 of the Complaint.

145. Wells Fargo admits that the forbearance notice was filed on May 12, 2020, and the forbearance at issue had begun with the April, 2020 payment. Wells Fargo denies the remaining allegations in this paragraph.

146. Wells Fargo admits that Mr. and Mrs. Rodriguez made payments to their mortgage loan for the months of April and May 2020. Wells Fargo denies the remaining allegations in this paragraph.

147. The allegations in this paragraph of the Complaint refer to a court filing in Mr. and Mrs. Rodriguez's bankruptcy case, the contents of which speak for themselves. Wells Fargo

denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

148. Wells Fargo admits upon information and belief that Ms. Hodges was an employee of Wells Fargo.

149. Wells Fargo denies the allegations contained in paragraph 149 of the Complaint.

150. The allegations in this paragraph of the Complaint purport to quote a court filing in Mr. and Mrs. Rodriguez's bankruptcy case, the contents of which speak for themselves. Wells Fargo denies the allegations of this paragraph to the extent that it is inconsistent with that filing. Wells Fargo denies the remaining allegations in this paragraph.

151. Wells Fargo admits that at the time Wells Fargo filed the forbearance notice, the couple's Chapter 13 Plan had not yet been confirmed. Except as expressly stated, denied.

152. Wells Fargo admits an amended Chapter 13 Plan was filed in Mr. and Mrs. Rodriguez's bankruptcy case. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

153. Wells Fargo admits an amended Chapter 13 Plan was filed in Mr. and Mrs. Rodriguez's bankruptcy case. Except as expressly admitted, Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

154. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied. Wells Fargo further specifically denies Plaintiffs' allegation that Mr. & Mrs. Rodriguez did not request a forbearance.

155. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

156. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

157. Wells Fargo denies the allegations contained in paragraph 157 of the Complaint.

158. Wells Fargo denies the allegations contained in paragraph 158 of the Complaint.

159. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

160. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

161. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

162. Wells Fargo admits that an objection was filed on June 19, 2020. Except as stated, denied.

V. CLASS ALLEGATIONS

163. The allegations in paragraph 163 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

164. The allegations in paragraph 164 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

165. The allegations in paragraph 165 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

166. The allegations in paragraph 166 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

167. Wells Fargo denies the allegations contained in paragraph 167 of the Complaint.

168. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

169. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

170. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. To the extent a response is required, Wells Fargo denies the allegations of this paragraph.

171. The allegations in paragraph 171 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

172. The allegations in paragraph 172 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

173. Wells Fargo denies the allegations contained in paragraph 173 of the Complaint.

174. Wells Fargo admits that InfoEx is a paid service provider for Wells Fargo. Except as expressly admitted, Wells Fargo denies the allegations of this paragraph.

175. Wells Fargo admits that ALAW is a paid service provider for Wells Fargo. Except as expressly admitted, Wells Fargo denies the allegations of this paragraph.

176. The allegations in paragraph do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

177. To the extent that this paragraph references servicing guidelines, no response is required. Alternatively, the allegations in paragraph do not provide sufficient details to allow Wells Fargo to adequately respond. To the extent a response is required, the allegations in this paragraph are denied.

178. The allegations in this paragraph of the Complaint refer to unspecified procedures, rules, and regulations the contents of which speak for themselves and thus no response is required. To the extent a further response is required, denied.

179. Wells Fargo denies the allegations contained in paragraph 179 of the Complaint.

180. The allegations in paragraph 180 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information

sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

181. The allegations in this paragraph contain references and statements that characterize an order entered in a bankruptcy court, to which no response is required. The findings or conclusions set forth in that order and/or the procedural histories of the case referenced speak for themselves and do not require a further response by Wells Fargo. Except as expressly admitted, Wells Fargo denies the remaining allegations in this paragraph.

182. The allegations in this paragraph contain references and statements that characterize an order entered in a bankruptcy court, to which no response is required. The findings or conclusions set forth in that order and/or the procedural histories of the case referenced speak for themselves and do not require a further response by Wells Fargo. Except as expressly admitted, Wells Fargo denies the remaining allegations in this paragraph.

183. Wells Fargo lacks information sufficient to form a belief as to the allegations in this paragraph and those allegations are therefore denied.

184. The allegations in paragraph 184 of the Complaint do not provide sufficient details to allow Wells Fargo to adequately respond. Alternatively, Wells Fargo lacks information sufficient to form a belief as to the allegations contained in this paragraph. To the extent a response is required, the allegations in this paragraph are denied.

185. Wells Fargo denies the allegations contained in paragraph 185 of the Complaint.

186. Wells Fargo denies the allegations contained in paragraph 186 of the Complaint.

187. Wells Fargo denies the allegations contained in paragraph 187 of the Complaint.

188. Wells Fargo denies the allegations contained in paragraph 188 of the Complaint.

189. Wells Fargo denies the allegations contained in paragraph 189 of the Complaint.

190. Wells Fargo denies the allegations contained in paragraph 190 of the Complaint.

191. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore no response is required. To the extent a response is required, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

192. Wells Fargo lacks sufficient knowledge and information to form a belief about the truth or falsity of the allegations regarding the "Trustees" and those allegations are therefore denied. Wells Fargo denies the remaining allegations of the paragraph.

193. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

194. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph. Wells Fargo specifically denies that certification of the class described in paragraph 194 would be proper.

195. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

196. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

197. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

198. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

199. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

200. The allegations in this paragraph consist of legal conclusions to which no response is required. To the extent that allegations in this paragraph are contrary to law, they are denied. Wells Fargo denies all remaining allegations in this paragraph.

201. Wells Fargo denies the allegations contained in paragraph 201 of the Complaint.

VI. RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (“RICO”) ENTERPRISE ALLEGATIONS

202. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court’s Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

The Enterprise

203. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court’s Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph.

204. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

205. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

206. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

207. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

208. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

209. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

210. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

211. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

212. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

213. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

214. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

215. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

216. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

217. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

218. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

219. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

220. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

221. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

222. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

223. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

Predicate Acts

224. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

Violations of 18 U.S.C. § 1341 and 18 U.S.C. § 1343

225. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

226. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

227. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

228. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

229. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

230. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

231. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

232. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

233. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

234. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

235. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

236. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

237. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

238. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

239. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

240. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

Pattern of Racketeering Activity

241. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

242. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

243. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

244. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

VII. CAUSES OF ACTION

COUNT I

(VIOLATION OF RICO 18 U.S.C. § 1962(C))

245. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

246. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

247. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

248. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

249. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

250. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

251. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

252. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

253. This allegation relates to Count I which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

COUNT II

(UNAUTHORIZED PRACTICE OF LAW)

254. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

255. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph.

256. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

257. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

258. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

259. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

260. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

261. This allegation relates to Count II which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

COUNT III

(VIOLATION OF FED. R. BANKR. P. 3002.1)

262. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

263. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

264. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

265. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

266. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

267. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT IV

(OBJECTION TO FALSE FORBEARANCE NOTICES)

268. This allegation relates to Count IV which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

269. This allegation relates to Count IV which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

270. This allegation relates to Count IV which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

271. This allegation relates to Count IV which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

COUNT V

(VIOLATION OF THE AUTOMATIC STAY)

272. Wells Fargo repeats and incorporates its prior responses.

273. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

274. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

275. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

276. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

277. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

278. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

279. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

280. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

COUNT VI

(11 U.S.C. § 105 (A) ABUSE OF PROCESS/INHERENT AUTHORITY)

281. Wells Fargo repeats and incorporates its prior responses.

282. Wells Fargo denies the allegations contained in paragraph 282 of the Complaint.

283. Wells Fargo lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and those allegations are therefore denied.

284. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore the rules do not require a response. To the extent the rules require a response, Wells

Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

285. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore the rules do not require a response. To the extent the rules require a response, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

286. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore the rules do not require a response. To the extent the rules require a response, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

287. The allegations in this paragraph purport to refer to a court form, the contents of which speak for themselves. Wells Fargo admits the allegations of this paragraph to the extent that it is correctly summarizing that form. Except as stated, denied.

288. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

289. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

290. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

291. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

292. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

293. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

294. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

295. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

296. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent a response is required, denied.

297. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent a response is required, denied.

298. Wells Fargo denies the allegations contained in paragraph 298 of the Complaint.

COUNT VII
(CONTEMPT)

299. Wells Fargo repeats and incorporates its prior responses.

300. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

301. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

302. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

303. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

304. This paragraph states the plaintiffs' positions, not legal or factual allegations and therefore the rules do not require a response. To the extent the rules require a response, Wells Fargo admits that plaintiffs have stated their positions in this paragraph. Except as expressly admitted, Wells Fargo denies the allegations in this paragraph.

305. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT VIII

(FRAUD ON THE COURT)

306. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

307. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

308. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

309. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

310. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

311. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

312. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

313. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

314. This allegation relates to Count VII which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

COUNT IX
(DEFAMATION)

315. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

316. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

317. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

318. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

319. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order

dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

320. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

321. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

322. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

323. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

324. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

325. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

326. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

327. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

328. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

329. This allegation relates to Count IX which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

COUNT X

(ATTORNEYS' FEES)

330. This allegation relates to Count X which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

331. This allegation relates to Count X which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

332. This allegation relates to Count X which was dismissed by the U.S. District Court for the Western District of Virginia (Case No. 7:22-cv-00267) as reflected within the Court's Order dated June 21, 2022 (ECF No. 12) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

VIII. REQUEST FOR DECLARATORY RELIEF

333. This allegation relates to Plaintiffs' request for declaratory relief which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

334. This allegation relates to Plaintiffs' request for declaratory relief which was dismissed by this Court in its Order dated December 12, 2022 (ECF No. 80) and, therefore, no response is required to this paragraph. To the extent a response is required, denied.

IX. REQUEST FOR PRELIMINARY INJUNCTION

335. Wells Fargo repeats and incorporates its prior responses.

336. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

337. Wells Fargo denies the allegations contained in paragraph 337 of the Complaint.

338. Wells Fargo denies the allegations contained in paragraph 338 of the Complaint.

339. Wells Fargo denies the allegations contained in paragraph 339 of the Complaint.

340. Wells Fargo denies the allegations contained in paragraph 340 of the Complaint.

341. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

342. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

343. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

344. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

X. REQUEST FOR PERMANENT INJUNCTION

345. Wells Fargo repeats and incorporates its prior responses.

346. The allegations of this paragraph consist of legal conclusions to which no response is required. To the extent that allegations of this paragraph are contrary to law, they are denied. Wells Fargo denies the remaining allegations of this paragraph.

PRAYER FOR RELIEF

Wells Fargo denies that Plaintiff is entitled to the relief demanded in the unnumbered paragraph beginning with “Wherefore” following paragraph 346 of the Complaint, including all subsections.

ADDITIONAL DEFENSES

Without admitting any of the allegations in the Complaint, and without admitting or acknowledging that Wells Fargo bears the burden of proof as to any of them, Wells Fargo asserts the following defenses. Wells Fargo intends to rely on any additional defenses that may become available or apparent during pretrial proceedings and discovery in this action and hereby reserves the right to seek leave from the Court to amend this Answer to assert all such defenses.

FIRST ADDITIONAL DEFENSE

The Complaint fails to the extent it does not set forth facts sufficient to state claims upon which relief may be granted against Wells Fargo, and further fails to state facts sufficient to entitle Plaintiffs to the relief sought, or to any other relief from Wells Fargo. Wells Fargo continues to assert that the Complaint should be dismissed for the reasons set forth in its previously filed Motion to Dismiss and by filing this Answer reiterates and does not waive the arguments made therein.

SECOND ADDITIONAL DEFENSE

Plaintiffs’ claims fail to the extent information Wells Fargo communicated to any third person regarding Plaintiffs was accurate.

THIRD ADDITIONAL DEFENSE

Plaintiffs' claims fail to the extent that Plaintiffs' purported damages, which Wells Fargo continues to deny, were the result of acts or omissions of third persons over whom Wells Fargo had neither control nor responsibility, or were the result of Plaintiffs' own prior conduct.

FOURTH ADDITIONAL DEFENSE

Plaintiffs' claim for punitive damages fails to the extent that the Complaint states no facts in support of a claim for punitive damages.

FIFTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs failed to protect themselves from damages, if any, or failed to mitigate their alleged damages.

SIXTH ADDITIONAL DEFENSE

Plaintiffs cannot recover against Wells Fargo to the extent that some or all of their claims for relief in the Complaint are barred by applicable statutes of limitation, including but not limited to the doctrine of laches.

SEVENTH ADDITIONAL DEFENSE

Any recovery Plaintiffs receive is subject to a set off of any damages or settlement amounts recovered by Plaintiffs from others with respect to the same alleged damages. Wells Fargo is also entitled to have any damages that may be awarded to Plaintiffs reduced by the value of any benefit or payment to Plaintiffs from any collateral source.

EIGHTH ADDITIONAL DEFENSE

Any damages allegedly suffered by Plaintiffs were not caused by Wells Fargo, but by intervening causes.

NINTH ADDITIONAL DEFENSE

This action may not properly proceed as a class action under Federal Rule of Civil Procedure, Rule 23, to the extent that, among other reasons, Plaintiffs claims are not typical of the claims of each putative class member; questions of law and fact allegedly common to the putative class do not predominate over the numerous questions affecting individual putative class members; a class action is not superior to other available methods for the fair and efficient adjudication of Plaintiffs' claims and any claims of putative class members; Plaintiffs and their counsel are unable to fairly and adequately protect the interests of the putative class members; and there are insurmountable difficulties that would be encountered in any attempt to proceed as a class action.

TENTH ADDITIONAL DEFENSE

Plaintiffs cannot recover from Wells Fargo as a class action to the extent to which such class recovery would deprive Wells Fargo of its due process rights to assert individualized defenses to claims of class members.

ELEVENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred by the doctrine of waiver and estoppel.

TWELFTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred in whole or in part by the voluntary payment doctrine.

THIRTEENTH ADDITIONAL DEFENSE

Any violation of the Bankruptcy Code or Bankruptcy Rules by Wells Fargo, if any, was unintentional or the result of bona fide error notwithstanding the maintenance of policies and procedures reasonably adapted to avoid such errors.

FOURTEENTH ADDITIONAL DEFENSE

Plaintiffs' claims are barred, in whole or in part, to the extent the claims are barred by

any previous orders entered in each putative class members' bankruptcy case or in any other litigation regarding the same subject matter as the Complaint and/or applicable settlements and/or releases.

FIFTEENTH ADDITIONAL DEFENSE

Plaintiffs' claims for punitive damages are unconstitutional to the extent they fail to comport with the Due Process clause under the Constitution of the United States of America or applicable State Constitutions.

SIXTEENTH ADDITIONAL DEFENSE

Plaintiffs are estopped from asserting their claims to the extent that the claims can only be pursued by a bankruptcy trustee or to the extent that any claim constitutes property of their bankruptcy estate or Plaintiffs failed to disclose the claims to their bankruptcy trustee. Plaintiffs' claims should also be dismissed to the extent that they are brought on behalf of debtors with bankruptcy cases pending before other courts or based on alleged violations of any orders entered by courts outside of the Western District of Virginia.

PRAYER FOR RELIEF

WHEREFORE, Wells Fargo requests this Court to enter a judgment:

1. denying Plaintiffs any and all relief in this case;
2. dismissing Plaintiffs' claims in their entirety;
3. dismissing this case with prejudice;
4. awarding Wells Fargo its costs and attorneys' fees incurred in this case; and

granting Wells Fargo all other relief that the Court deems just and proper.

DATED: January 26, 2023

Respectfully submitted,

/s/ William C. Mayberry
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N.A.*