



## PRELIMINARY STATEMENT AND STATEMENT OF FACTS

A foreclosure action was filed against defendants, Julie and Jose Domingues (“Defendant”) on October 29, 2010 by PHH Mortgage Corporation. (“PHH” or the “Plaintiff”); the Defendants did not file an answer contesting the foreclosure on March 23, 2011. On February 27, 2012, the New Jersey Supreme Court decided the seminal case of US Bank Nat. Ass'n v. Guillaume, 209 N.J. 449, 472 (2012), resolving the split among the Appellate Division regarding compliance with the Fair Foreclosure Act (“FFA”). To implement the Supreme Court’s interpretation of the Fair Foreclosure Act, the Supreme Court entered an order dated April 4, 2012, permitting plaintiffs to file summary actions for Orders to Show Cause to ask the Court for permission to comply with the FFA.

On March 13, 2013, the Plaintiff filed a summary action under this docket number, requesting permission to cure defective Notice of Intent to Foreclose. In an order dated April 5, 2013, this court granted Plaintiff permission to serve a corrective notice among other things, giving homeowners receiving the notice an opportunity to object to same.

A review of the Notice of Intent (“NOT”) received by the Defendant pursuant to this order, fails to comply with the Court’s April 5, 2013 order (“Cure Order”). Paragraph 4 of the Cure Order states that “Plaintiff may serve the corrective Notice of Intention to Foreclosure allowing the borrower at least thirty days to cure the default on the subject mortgage without having to pay attorneys fees or costs.” Certification of Jenee K. Ciccarelli, Esq. (hereinafter “Ciccarelli Cert.”), Exhibit A. However, the letter of explanation provided by Plaintiff’s servicer explains on page 2 “[The new notice] allows you an additional 30 days in which to cure the default without having to pay Plaintiff’s court costs and attorneys fees.” See Ciccarelli Cert., Exhibit B. The Cure Order and the explanation letter differ significantly on the definition of fees

and costs. Moreover, the calculation of the reinstatement amount included in the April 26, 2013 NOI provided to the Defendant specifically includes “other fees” in direct contradiction to the court’s Cure Order. Thereby, Defendant requests a stay of foreclosure, a breakdown of the “other fees” and a life of loan account history with all fees, payments, escrow, etc., and re-service of the NOI without costs..

In addition, the Defendant is entitled to an unapplied credit balance of approximately \$145,000 for insurance proceeds that the Plaintiff is holding. The NOI fails to give the Borrower an approximate unapplied balance credit of \$145,000. Therefore, Plaintiff’s notice is defective and Plaintiff should not be given the opportunity to proceed with its foreclosure until the Defendant is given a proper opportunity to cure.

The “unapplied credit” being requested by the Defendant represents the funds paid to the lender by State Farm Insurance Company as a result of a total loss due to fire. Prior to the default on the loan, on March 28, 2008, the property known as 173 Ballentine Dr., North Haledon, New Jersey 07508 caught fire and burned down. Certification of Julie Domingues (“Domingues Cert.”), para 3. The property was not occupied by the Defendant/Insureds, but was a rental property and supported by the rental income. Domingues Cert., para 2. The loss of the property also resulted in a loss of income to the Homeowners. *Id.* The Homeowners were current on their mortgage at the time of the fire. Domingues Cert., para 4. The Homeowners retained counsel, Denis Harraka, Esq. of Hackensack to assist them and filed a claim with State Farm Insurance Company. Domingues Cert., para 5. Ultimately, State Farm deemed the property a total loss, approved the claim in the amount of \$144,398.90. Domingues Cert., Exhibit A. The claim approval made it clear that the Homeowners were required to front the “actual and necessary costs” to making the repairs such as permits and incidentals. Domingues Cert., para 6. At the

time of the claim, the Homeowners had already expended approximately \$5,000 for demolition and waste removal of the remaining damaged structure. Id. Those costs were also approved by State Farm. Domingues Cert., 6. Accordingly, State Farm issued a check in the amount of \$149,831.88 to both Mr. and Mrs. Domingues and PHH Mortgage. Domingues Cert., para 7. The check was received by Mr. and Mrs. Domingues' attorney, and per the instruction of counsel, the check was signed by them both and sent to the bank for the bank's execution. Id. The insurance claim took approximately 2.5 years. Because the funds they paid out of pocket for demolition were included in claim check to the bank, the Homeowners were never returned that money. Domingues Cert., para 8. The combination of the loss of rental income, payment of out of pocket expenses that were never reimbursed and the requirement that the Homeowner pay the actual cost and incidentals in order to start reconstruction, the Homeowners were unable to rebuild and eventually defaulted. Domingues Cert., para 9. To compound matters, Mr. Domingues was diagnosed with Parkinson's disease in 2008 and became unable to work. Domingues Cert., para 10. The lender, PHH, has had the \$149,000 in funds from the insurance company since approximately July 2010. Domingues Cert., para 11. The Homeowner has been advised that the only way she is entitled to that money is if she rebuilds the property. Id. Rebuilding is not economically feasible for the Homeowner at this time. Id. Mr and Mrs. Domingues sought the assistance of counsel, Heather Keither, Esq., who wrote to foreclosure counsel to try to resolve this issue. Domingues Cert., Exhibit B. In response to the request, foreclosure counsel indicated that it had no information as to any insurance proceeds held in escrow. Domingues Cert., Exhibit C.

## LEGAL ARGUMENT

**I. PURSUANT TO THE ORDER ENTERED BY THE COURT, THE DEFENDANT SHOULD GET THE OPPORTUNITY TO REINSTATE WITHOUT FEES AND COSTS, THE REINSTATEMENT AMOUNT INCLUDES FEES AND COSTS. IN ADDITION, THE NOI FAILS TO GIVE THE BORROWER A \$145,000 UNAPPLIED BALANCE CREDIT. THEREFORE PLAINTIFF'S CURATIVE NOTICE IS DEFECTIVE AND PLAINTIFF SHOULD NOT BE GIVEN THE OPPORTUNITY TO PROCEED WITH ITS FORECLOSURE.**

It is necessary for the court to review the notice and order dated April 5, 2013 (hereinafter "Cure Order") to determine whether the notice sent to Defendant complies with the Cure Order. In this case, the notice does not comply with the Cure Order because it includes "other fees" that eliminated by the Cure Order. In addition, Defendant objects to the amount due on the notice because the calculation does not give the Borrower credit for an approximate \$145,000 unapplied balance and includes "other fees" that are undefined that should be waived pursuant to the Cure Order. This calculation does not serve the purposes of putting a defendant in the same position as if no violation had occurred, and the amounts listed lack transparency in their calculation. The Defendant is not being a meaningful opportunity to cure and resolve this matter.

Paragraph 4 of the Cure Order states that Plaintiff may serve the corrective Notice of Intention to Foreclosure allowing the borrower at least thirty days to cure the default on the subject mortgage without having to pay attorneys fees or costs." Ciccarelli Cert, Exhibit A. However, the letter of explanation provided by Plaintiff's servicer explains on page 2 "[The new notice] allows you an additional 30 days in which to cure the default without having to pay Plaintiff's court costs and attorneys fees." See Ciccarelli Cert., Exhibit B. The Cure Order and the explanation letter differ significantly on the definition of fees and costs. If the court reviews

the notice, the numbers specifically include fees and costs in direct contradiction to the court's order. In addition, the notice on its face violates the order.

Case law in New Jersey has established that a trial court is permitted to reduce the fees and costs in order to adjust for the service of a noncompliant notice of intention. In GE Capital Mortg. Services, Inc. v. Weisman, 339 N.J.Super. 590, 595 (Ch. Div. 2000) a New Jersey trial court considered the statutory compliance of an NOI with the FFA. This case presented the court with an issue first impression in New Jersey. Not only did the court in GE Capital determine the issue of compliance, the court also to set forth the cure remedy by permitting the plaintiff in that case to reserve a correct NOI. The court directed that "plaintiff . . . forward, within ten days, by certified mail, return receipt requested, a new notice of intention setting forth the information required by the FFA. The defendants shall have thirty days from the mailing of the notice to reinstate the mortgage without liability for costs and attorneys fees." Id. The court went further to specifically define fees and costs by stating that "the notice shall not contain any fees or costs associated with the foreclosure action, but only those fees and costs which would have been due had no foreclosure been commenced." Id. The court gave a clear definition of foreclosure fees and costs. Although the GE Capital case itself did not go up on appeal, the issues presented did go up on appeal to the Supreme Court in Guillaume. The GE Capital court's definition of fees and costs and the ability of the court to determine the scope of fees and costs permitted in a corrective NOI was upheld by the New Jersey Supreme Court in Guillaume. " Guillaume, 209 N.J. at 478. The Court held, "[a] trial court that permits a foreclosure plaintiff to cure a defective notice of intention has the discretion to reduce the fees and costs owed by the homeowner under *N.J.S.A. 2A:50-57(b)(3)* to adjust for the lender's service of a noncompliant notice of intention. Id. In fact, the Court then cited the GE Capital case in its opinion, endorsing

the definition created by the GE Capital court.

In this case, the Cure Order entered by court and signed by Judge Innes, specifically directed that the notices exclude “foreclosure” fees and costs. The April 5, 2012 Cure Order relied upon by Plaintiff was made at the direction of the court with the purpose of implementing the ruling of Guillaume. See Ciccarelli Cert., Exhibit B. The Court made the choice to enter this order in light of the fact that as a matter of business practice, many plaintiff and plaintiff’s servicers failed to comply with the FFA, and in light of the fact that most foreclosures are uncontested. Id. Because the Cure Order relies upon Guillaume for its authority, and Guillaume supports the definition of “foreclosure fees and costs” to mean only those fees and costs which would have been due had no foreclosure been commenced, the notices on their face do not comply with the Cure Order. The explanation letter itself admits the Plaintiff’s intention to ignore the court’s order by excluding only court costs and attorney fees. This definition embraced by Plaintiff, in contravention of the court’s order, includes interest, inspection fees, late fees, and other miscellaneous fees that accrue during the foreclosure process. These fees are outside the scope of the court’s order. In addition, the notice merely provides lump some numbers for the various calculations. For example, “payments” or “miscellaneous fees,” but does not provide transparency in that calculation by showing principal, interest, taxes and insurance or identify what the fees were or when the fees were incurred so a defendant can determine whether the amount due is correct. The amount of these fees may be significant and may impact a defendant’s ability to cure.

Although the notice presented by the Plaintiff may comply with the FFA, the notice as sent by Plaintiff does not represent a “remedy” for a violation of the FFA. The notice does not place a defendant in the position that the court intended, that is, to have the ability to reinstate

without foreclosure fees and costs. As defined, a remedy is “a means of . . . redressing a wrong.” Black’s Law Dictionary, p. 1320 (8<sup>th</sup> Ed. 2004). The notice sent by Plaintiff attempts to cure the violation of the FFA, but does not redress the wrong as the Court directed. Implicit in the Court’s Cure Order excluding foreclosure fees and costs, is an attempt to place a defendant in same or similar position that he would have been in had a proper notice been sent.

The Cure Order as interpreted by the Plaintiff puts the defendant in no better position and gives the Defendant no more rights than Defendant already has under the FFA. The FFA gives a defendant the ability to reinstate by remitting all missed payments including principal, interest, taxes, insurance with foreclosure fees and costs. Therefore, to be given the opportunity to reinstate without court costs and attorneys fees represents a remedy without substance and therefore Plaintiff’s interpretation is unreasonable. The only interpretation of the Cure Order that is appropriate requires the Plaintiff to allow a defendant to reinstate without any foreclosure fees or costs – the position the Defendant would be in had no foreclosure commenced. Otherwise, the Court’s order is not a remedy, but compensates the defendant by giving a defendant a right he/she already has in the absence of the Cure Order

The Plaintiff’s failure to exclude the foreclosure fees and costs is a blatant disregard for the court’s order and there is no excuse for Plaintiff’s failure to appropriately calculate the reinstatement charges in the NOI.<sup>1</sup> Accordingly, Plaintiff should be responsible for Defendant’s attorneys fees and costs in enforcing the Cure Order.

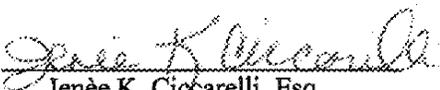
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<sup>1</sup> As the Third Circuit recognized in Marshak v. Treadwell, 595 F.3d 478, 485 (3<sup>rd</sup> Cir. 2009), in order to establish contempt, a party must show by “clear and convincing” evidence three elements (1) that a valid order of the court existed; (2) that the defendants had knowledge of the order; and (3) that the defendants disobeyed the order.” Moreover, “failure to *obey* a court judgment is an indirect contempt.” Harley-Davidson, Inc. v. Morris, 19 F.3d 142, 146 ( 3<sup>rd</sup> Cir. 1994)(citing Interdynamics, Inc. v. Firma Wolf, 653 F.2d 93, 97 (3<sup>rd</sup> Cir. 1981)(emphasis added).

In addition, the Plaintiff is possession of \$145,000 for the claim and \$5,000 reimbursement for the Homeowner's out-of-pocket expenses for demolition. Despite being in possession of these funds, the Homeowner was not given any credit on the amount due. In addition, in the context of the foreclosure, the Plaintiff is not aware of the funds. Domingues Cert., Exhibit C.

The calculation of the reinstatement amount in the NOI provided to the Defendant specifically includes foreclosure fees and costs in direct contradiction to the court's order and fails to give the appropriate credit for the insurance funds in Plaintiff's possession for two and half years. In addition, the Defendant is entitled to a return of the out-of-pocket expenses for demolition that were reimbursed by State Farm that are currently being held by PHH. Thereby, Defendant requests a stay of foreclosure, re-service of the NOI without foreclosure fees and costs, a return of the reimbursed out-of-pocket costs to the Defendant that are being held by the Plaintiff, attorneys fees and costs, and other such relief the court deems just and appropriate.

**Cabanillas & Associates, P.C.**  
*Attorneys for Defendant Julia Domingues*

By:   
Jenèe K. Ciccarelli, Esq.

Dated: June 4, 2013

**CABANILLAS & ASSOCIATES, P.C.**  
A New York Professional Corporation  
245 Main Street - Suite 210  
White Plains, New York 10601  
(914) 385-0292  
*Attorneys for Defendant Julie Domingues*

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**IN RE APPLICATION BY PHH  
MORTGAGE CORPORATION TO  
ISSUE CORRECTED NOTICES OF  
INTENT TO FORECLOSE ON  
BEHALF OF IDENTIFIED  
FORECLOSURE PLAINTIFFS IN  
UNCONTESTED CASES**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MERCER COUNTY  
DOCKET NO. F-7924-13**

**CIVIL ACTION**

**CERTIFICATION OF COUNSEL**

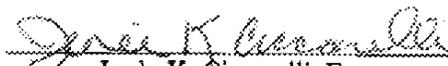
-----X  
I, Jenèe K. Ciccarelli, Esq. does certify and say:

1. I am an attorney at law of the State of New Jersey with the law firm of Cabanillas & Associates, P.C., attorneys for defendant **Julie Domingues** ("Defendant"). As such, I am familiar with the facts contained herein.

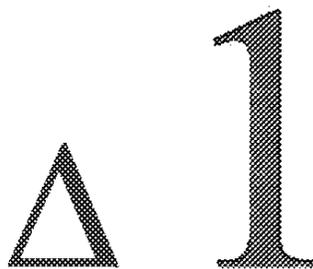
2. Attached hereto as Exhibit 1 is a true and correct copy of the curative NOI sent to Julie and Jose Domingues.

3. Attached hereto as Exhibit 2 is a true and correct copy of Defendant's OSC package including the April 5, 2013 order.

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.

  
Jenèe K. Ciccarelli, Esq.

Dated: June 5, 2013



PHH Mortgage



2001 Bishops Gate Blvd  
Mt Laurel, NJ

Tel 800-449-8767  
Fax 856-917-8300

APRIL 26, 2013

JULIA DOMINGUES  
173 BALLENTINE DR  
NORTH HALEDON NJ 07508

Loan Number: 0033946005  
Property Address: 173 BALLENTINE DR  
NORTH HALEDON NJ 07508

**NOTICE OF DEFAULT AND INTENTION TO FORECLOSE**

Dear:

This letter is formal notice by PHH Mortgage Corporation (herein as "PHH"), the Servicer on behalf of PHH MORTGAGE CORPORATION, the Creditor to whom the debt is owed, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay the amounts due.

The loan is due for NOVEMBER 1, 2008 and subsequent payments, plus late charges, fees and costs. As of today, the total delinquency and reinstatement amount is \$173,038.72, which consists of the following:

Next Payment Due Date:	NOVEMBER 1, 2008
Total Monthly Payments Due:	\$170,173.66
52 @ \$3,153.24	
2 @ \$3,102.59	
Late Charges:	\$2,865.06
Other Charges:	Other Fees: \$0.00
	Uncollected NSF Fees: \$0.00
	Unapplied Balance: \$0.00
<b>TOTAL YOU MUST PAY TO CURE DEFAULT:</b>	<b>\$173,038.72</b>

It is possible that after payment of the amounts detailed above there may be other fees still due and owing, including but not limited to other fees, escrow advances or corporate advances that PHH paid on your behalf or advanced to your account.

**RIGHT TO CURE DEFAULT**

You may cure your default by paying the aforesaid amount by so that it is received at the following address on or before May 26, 2013.

You must also pay any other scheduled installments and late charges which become due after the date of this letter. Please contact a PHH representative at (800) 330-0423 to determine the exact amount due and to arrange for payment.

Please include your loan number and property address with your payment and send to:

PHH Mortgage Corporation  
Attention: Cash Management Department  
2001 Bishops Gate Blvd  
Mail Stop SV19  
Mount Laurel, NJ 08054

Failure to cure the default on or before May 26, 2013, may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the property. If the mortgage is foreclosed, the mortgaged property will be sold by the sheriff or Court appointed official to pay off the mortgaged debt. Once we begin foreclosure proceedings, you shall still have the right at any time, up to the entry of final judgment or the entry by the court of an order of redemption, to cure the default, decelerate and reinstate your loan. You may do this by making a payment of all sums due necessary to bring the loan current including late or other charges that are due such as all court costs and attorney's fees in the amount which shall not exceed the amount permitted under the Rules Governing the Courts of the State of New Jersey. You must also perform any other obligations required under the note and security instrument.

At any time after default, you may transfer your property to another person (assumption) and that person may have the right to cure the default, if the mortgage documents allow.

#### **RIGHT TO SEEK LEGAL COUNSEL**

You are hereby advised to seek legal advice from an attorney of your own choosing concerning your rights under the mortgage documents and the Fair Foreclosure Act. If you are unable to pay for an attorney, call a legal service office. An individual non-eligible for free legal assistance may obtain a referral to an attorney by calling the New Jersey Bar Association or the LAWYER REFERRAL SERVICE for the county in which the property is located. A list of legal service offices is attached.

#### **POSSIBLE FINANCIAL ASSISTANCE**

You are hereby advised that there may be financial assistance available to help you cure your default through programs operated by the State, Federal and numerous non-profit organizations, as identified by the New Jersey State Commissioner of Banking whose telephone number is 1-609-292-7272 or the Consumer Hotline at 1-800-446-7467. Annexed hereto is a list of such Financial Assistance Agencies which may help you.

**Attention Servicemembers and dependents:** Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA) ) regarding the servicemember's interest rate and the risk of foreclosure. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument now in default, please notify PHH immediately. When contacting PHH as to your military service, you must provide positive proof as to your military status. Homeowner counseling is also available at agencies such as Military OneSource (<http://www.militaryonesource.mil/>; 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil/content/locator.php>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also contact us toll-free at (800) 330-0423 if you have questions about your rights under SCRA.

PHH MORTGAGE CORPORATION IS A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

**IF YOU DISAGREE THAT DEFAULT OCCURRED**

If you disagree with the assertion that a default has occurred or the correctness of the calculation of the amount required to cure the default, you may contact our Collections Department at (800) -330-0423, Monday through Friday 8:30 AM to 8:30 PM EST.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. You may contact a government approved housing counseling agency which provides free or low-cost housing counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287 or visit <http://www.hud.gov/offices/hsg/sfi/lcc/hcs.cfm>.

You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling agency. You may call the following toll-free number to request assistance from the Homeownership Preservation Foundation: (888) 995-HOPE (4673). If you wish, you may also contact us directly at (800) 330-0423 and ask to discuss possible options.

This matter is very important. Please give it your immediate attention.

Sincerely,

PHH Mortgage Services  
2001 Bishops Gate Blvd  
Mt. Laurel, NJ 08054

PHH MORTGAGE CORPORATION IS A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. SECTION 1601 AS AMENDED**

The principal balance due on the debt, as of the date of this letter is \$ 387,319.94

1. This amount does not include any interest, other charges, foreclosure or bankruptcy fees and costs which have been, or may be, incurred in the future.
2. The debt referred to in the proceeding Notice of Intention to Foreclose evidenced by the copy of the Mortgage and Note, will be assumed valid by the creditor, unless debtors, within thirty (30) days after the receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.
3. If the debtor notifies the creditor, in writing, within thirty (30) days of the receipt of this Notice, that the debt, or any portion thereof, is disputed, the creditor will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor.
4. If the creditor, specified in the proceeding Notice of Intention to Foreclose, is not the original creditor, and if the debtor makes a written request to the creditor within thirty (30) days from the receipt of the Notice, the name and address of the original creditor will be mailed to the debtor by the creditor.
5. Written requests should be addressed to:

PHH Mortgage Corporation  
2001 Bishops Gate Blvd  
Mount Laurel, NJ 08054

Please refer to our file number: 0033946005

PHH MORTGAGE CORPORATION IS A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

**PHH Mortgage**



2001 Bishops Gate Blvd  
Mt Laurel, NJ 08054

Tel 800-449-8767  
Fax 856-917-8300

**AATLANTIC COUNTY BAR ASSOCIATION**  
1201 Bacharach Blvd.,  
Atlantic City, NJ 08401  
(609) 345-3444; Fax: (609) 345-6279  
E-Mail: [atcobara@aol.com](mailto:atcobara@aol.com)  
Internet: [www.atcobar.org](http://www.atcobar.org)

**BERGEN COUNTY BAR ASSOCIATION**  
15 Bergen Street,  
Hackensack, NJ 07601  
(201) 488-0044  
Internet: [www.bergenbar.org](http://www.bergenbar.org)

**BURLINGTON COUNTY BAR ASSOCIATION**  
45 Grant Street  
Mount Holly, NJ 08060  
(809) 281-4882; Fax: (809) 281-5423  
Internet: [www.burfcobar.org](http://www.burfcobar.org)

**CAMDEN COUNTY BAR ASSOCIATION**  
1040 N. Kings Highway, Suite 201  
Cherry Hill, NJ 08034  
(856) 482-0618; Fax: (856) 482-0620  
Internet: [www.camdencountybar.org](http://www.camdencountybar.org)

**CAPE MAY COUNTY BAR ASSOCIATION**  
9 North, Main Street  
Cape May Court House, NJ 08210  
(609) 483-0313; Fax: (609) 778-1193  
E-Mail: [cmcbac@comcast.net](mailto:cmcbac@comcast.net)

**CUMBERLAND COUNTY BAR ASSOCIATION**  
P.O. Box 2374  
Vineland, NJ 08362  
(856) 696-5560; Fax: (856) 696-5568  
E-Mail: [info@cumbnlbarassoc.org](mailto:info@cumbnlbarassoc.org)  
Internet: [www.cumbnlbarassoc.org](http://www.cumbnlbarassoc.org)

**ESSEX COUNTY BAR ASSOCIATION**  
470 Dr. Martin Luther King Jr. Blvd.  
Newark, NJ 07102  
(973) 533-6775; (973) 622-4341  
E-mail: [info@essexbar.com](mailto:info@essexbar.com)  
Internet: [www.essexbar.com](http://www.essexbar.com)

**GLOUCESTER COUNTY BAR ASSOCIATION**  
P.O. Box 338  
Woodbury, NJ 08096  
(856) 848-4589  
Email: [baroffice@gcbani.org](mailto:baroffice@gcbani.org)  
Internet: [www.gcbani.org](http://www.gcbani.org)

**HUDSON COUNTY BAR ASSOCIATION**  
583 Newark Ave.  
Jersey City 07306  
(201) 798-4708; Fax: (201) 798-1740  
Internet: [www.hcbalaw.com](http://www.hcbalaw.com)

**HUNTERDON COUNTY BAR ASSOCIATION**  
P.O. Box 573  
Annandale, NJ 08801  
(908) 236-6109; Fax: (908) 236-6119  
E-mail: [director@huncolaw.org](mailto:director@huncolaw.org)  
Internet: [www.huncolaw.org](http://www.huncolaw.org)

*Log in to [MortgageQuestions.com](http://MortgageQuestions.com) — your servicing website connection.*

**PHH Mortgage**



2001 Bishops Gate Blvd  
Mt Laurel, NJ 08054

Tel 800-449-8767  
Fax 856-917-8300

**MERCER COUNTY BAR ASSOCIATION**  
1246 Whitehorse Mercerville Rd  
Suite 420  
Hamilton, NJ 08819  
(609) 585-6200; Fax:(609) 585-5537  
E-mail: [info@mercer.com](mailto:info@mercer.com)  
Internet: [www.mercerbar.com](http://www.mercerbar.com)

**MIDDLESEX COUNTY BAR ASSOCIATION**  
87 Bayard Street  
New Brunswick, NJ 08901  
(732) 828-0053, ext 100  
E-mail: [admin@mcbalaw.com](mailto:admin@mcbalaw.com)  
Internet: [www.mcbalaw.com](http://www.mcbalaw.com)

**MONMOUTH BAR ASSOCIATION**  
Monmouth County Court House  
Freehold, NJ 07728  
(732) 431-5544; Fax:(732) 431-2843

**MORRIS COUNTY BAR ASSOCIATION**  
28 Schuyler Place  
Morristown, NJ 07960  
(973) 287-5882; Fax:(973) 808-8325  
Internet: [www.morriscountybar.com](http://www.morriscountybar.com)

**OCEAN COUNTY BAR ASSOCIATION**  
P.O. Box 381  
Toms River, NJ 08753  
(732) 240-3688; Fax: (732) 240-4907  
Internet: [www.oceancountybar.org](http://www.oceancountybar.org)

**PASSAIC COUNTY BAR ASSOCIATION**  
401 Grand Street, 3rd Floor  
Paterson, NJ 07605  
(973) 348-4585  
Internet: [www.passaicbar.org](http://www.passaicbar.org)

**SALEM COUNTY BAR ASSOCIATION**  
(856) 935-5829  
Internet: [www.selemcountybar.org](http://www.selemcountybar.org)

**SOMERSET COUNTY BAR ASSOCIATION**  
10 N. Bridge Street HCH 325,  
Somerville, NJ 08876  
(908) 885-2323; Fax: (908) 885-9839  
Internet: [www.somersetbar.com](http://www.somersetbar.com)

**UNION COUNTY BAR ASSOCIATION**  
Courthouse, 1st Floor,  
Elizabeth, NJ 07207  
(908) 353-4716; Fax: (908) 354-8222  
Internet: [www.uclaw.com](http://www.uclaw.com)

**WARREN COUNTY BAR ASSOCIATION**  
413 Second Street  
Belvidere, NJ 07823  
(908) 387-1835  
Email: [warrencountybar@yahoo.com](mailto:warrencountybar@yahoo.com)

*Log in to [MortgageQuestions.com](http://MortgageQuestions.com) --- your servicing website connection.*

**PHH Mortgage**



2001 Bishops Gate Blvd  
Mt Laurel, NJ 08054

Tel 800-449-8767  
Fax 856-917-8300

*Log in to [MortgageQuestions.com](http://MortgageQuestions.com) --- your servicing website connection.*

## CONTACT FOR LEGAL SERVICES ORGANIZATIONS

### LEGAL SERVICES OF NEW JERSEY – statewide program serving all counties

You may apply for free legal services on line at: [WWW.LSNJLAW.ORG](http://WWW.LSNJLAW.ORG)  
or call the toll free hotline number at: 1-888-LSNJ-LAW or 1-888-576-5529  
or you may contact the regional Legal Services program in the county where you live.

### REGIONAL LEGAL SERVICES PROGRAMS – programs serving particular counties

#### 1. LEGAL SERVICES OF NORTHWEST JERSEY – Serving Morris, Somerset, Hunterdon, Sussex, and Warren counties

**Hunterdon County**  
82 Park Avenue  
Flemington, NJ 08822  
(908) 782-7979

**Morris County**  
30 Schuyler Place, 2nd Floor  
Morristown, NJ 07963  
(973) 285-6911

**Somerset County**  
34 West Main Street, Suite 301  
Somerville, NJ 08876  
(908) 231-0840

**Sussex County**  
18 Church Street, Suite 120  
Newton, NJ 07860  
(973) 383-7400

**Warren County**  
91 Front Street  
Belvidere, NJ 07823  
(908) 475-2010

#### 2. NORTHEAST LEGAL SERVICES – Serving Bergen, Hudson and Passaic counties

**Bergen County Office**  
190 Moore Street  
Hackensack, NJ 07601  
201-487-2166

**Hudson County Office**  
574 Summit Avenue  
Jersey City, NJ 07306  
201-792-6363

**Passaic County Office**  
152 Market Street  
Paterson, NJ 07505  
973-523-2900

#### 3. ESSEX-NEWARK LEGAL SERVICES – serving Essex County

5 Commerce Street  
Newark, NJ 07102  
973- 624- 4500

#### 4. CENTRAL JERSEY LEGAL SERVICES – Serving Union, Middlesex, and Mercer counties

**Trenton**  
198 West State Street  
Trenton, NJ 08608  
(609) 695-6249

**New Brunswick**  
317 George Street, Suite 201  
New Brunswick, NJ 08901  
(732) 249-7600

**Perth Amboy**  
313 State Street, Suite 308  
Perth Amboy, NJ 08861  
(732) 324-1613

**Elizabeth**  
60 Prince Street  
Elizabeth, NJ 07208  
(908) 354-4340  
Telephone for the Hearing Impaired:  
(908) 558-1642

#### 5. OCEAN MONMOUTH LEGAL SERVICES – Serving Ocean and Monmouth counties

Monmouth County: (732) 866-0020

Ocean County: (732) 341-2727

#### 6. SOUTH JERSEY LEGAL SERVICES – Serving Burlington, Camden, Gloucester, Atlantic, Cape May, Cumberland, and Salem counties

1-800-496-4570 between 9:00 am and 1:00 pm

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JULIA DOMINGUES  
173 BALLENTINE DR  
NORTH HALEDON NJ 07508

**Re: *In re Application by PHH Mortgage Corporation to Issue Corrected Notices  
of Intent to Foreclose  
Docket Number: F-7924-13***

Dear Sir/Madam:

PHH Mortgage Corporation ("PHH") filed the lawsuit referenced above and is asking the Superior Court of New Jersey to allow PHH to correct the Notice of Intention to Foreclose that was served on you before your separate, individual foreclosure case was filed. This request is based on the case called *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), in which the New Jersey Supreme Court held that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intent to Foreclose set forth the name and address of the lender.

***You are not named as a direct party in this lawsuit but this case will affect your separate, pending foreclosure case.***

**Why You Are Receiving This Letter**

You are receiving this letter because you are the defendant in a separate, pending foreclosure action, and it is believed that the Notice of Intent to Foreclose served upon you prior to the commencement of the foreclosure action did not comply with the requirements of the Fair Foreclosure Act because it did not correctly identify the name and/or address of the lender.

By the Court's Order to Show Cause April 2, 2013 and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Honorable Paul Innes, P.J. Ch., gave permission to PHH to serve, along with the Order to Show Cause and Verified Complaint, Corrected Notices of Intent to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

**Information About the Order to Show Cause and Verified Complaint**

Enclosed with this letter is a copy of the Order to Show Cause and the Verified Complaint (without exhibits). The verified complaint lists the following lenders in the following counts of the verified complaint:

- Count 1 - Ameriquest Mortgage Company;
- Count 2 - Bank of America, N.A.;
- Count 3 - Citibank, N.A.
- Count 4 - Deutsche Bank, N.A.;
- Count 5 - Dollar Bank, FSB;

- Count 6 - Everbank;
- Count 7 - HSBC Bank, USA, N.A.;
- Count 8 - ING Bank FSB;
- Count 9 - JP Morgan Chase;
- Count 10 - Land Holding LLC;
- Count 11 - Merrill Lynch Credit Corporation;
- Count 12 - New York Life Insurance and Annuity Corporation;
- Count 13 - PHH Mortgage Corporation;
- Count 14 - PNC Bank, N.A.;
- Count 15 - Sovereign Bank;
- Count 16 - State Street Bank
- Count 17 - Sun East FCU
- Count 18 - The Bank of New York Mellon Trust Company, N.A.
- Count 19 - Tri Co FCU;
- Count 20 - U.S. Bank, N.A.; and
- Count 21 - United Teletech Financial Credit Union
- Count 22 - Wells Fargo Bank, N.A.

The attachments to the Verified Complaint, which list the foreclosure actions in which the above-named lenders are the plaintiffs, will be made available on the New Jersey Courts web site at <http://www.judiciary.state.nj.us/>. If you are unsure of the docket number for your foreclosure action, you can access that information on the court's website on the attached exhibits to the verified complaint by entering your name into the automatic search field on the website. If you do not have access to a computer or have trouble locating that information on the Court's website, you can contact Shannon Tomasso at PHH at 866-947-7729 who can assist you with locating the information about your foreclosure action.

#### **Information About the Corrected Notice of Intent to Foreclose**

Also enclosed with this letter is the Corrected Notice of Intent to Foreclose. It allows you an additional 30 days in which to cure the default without having to pay the plaintiff's court costs and attorneys' fees. It also sets forth important information about your loan, including information on how you can cure the default; the consequences of failing to cure the default; contact information for the plaintiff; and information about retaining counsel and borrower assistance. If you fail to cure the default by the date set forth in the corrected Notice of Intent to Foreclose, the foreclosure action against you will proceed.

If you cannot afford an attorney, you may apply for free legal assistance on-line at [www.lsnjlaw.org](http://www.lsnjlaw.org) or call the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529) or call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is attached.

If you are represented by an attorney in your foreclosure case, you should notify him or her that you received these papers. These papers are not being sent directly to your attorney if you have one.

With the passage of time since the foreclosure action was filed against you, the lender on your loan may have changed from the named plaintiff in the foreclosure action. The corrected Notice of Intent to Foreclose lists the name and address of the current lender on your loan.

#### Questions about the Notice of Intent to Foreclose

Should you have questions with regard to your loan or the corrected Notice of Intent to Foreclose, please contact Shannon Tomasso at PHH at 877-947-7729. Additional contact information is provided in the corrected Notice of Intent to Foreclose.

#### How to File an Objection

You have the right to object to the enclosed Order to Show Cause (the process by which the court gave the plaintiff permission to serve the corrected Notice of Intent to Foreclose). To do so, you must file a written objection under the docket number for the Order to Show Cause.

You also have the right to object to the enclosed corrected Notice of Intent to Foreclose. To do so, you must file a written objection under the docket number for the *foreclosure action in your individual case, which is separate from this case filed by PHH*.

For either type of objection, you must set forth with specificity the basis of the objection, and file the objection with the Superior Court Clerk's Office at the following address by May 31, 2013.

Superior Court Clerk's Office, Foreclosure Processing Services  
Attention: Objection to Notice of Intention to Foreclose  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on the plaintiff's attorney, Diane Bettino, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of the objection to Judge Paul Innes, P.J.Ch. Mercer County Courthouse 175 South Broad Street Trenton, New Jersey 08650.

Your personal appearance at the Superior Court Clerk's Office or your local courthouse will not qualify as an objection. A telephone call will not protect your rights; you must file your objection and serve it on the plaintiff's attorney if you want the court to hear your objection to the relief the plaintiff is seeking. If you file a specific written objection, the case will be sent to a Judge for resolution. You will be informed by the Judge of the time and place of the hearing on your objection.

#### Questions about Filing an Objection

Should you have questions related to the procedure for filing an objection, please visit the New Jersey Courts On-Line Self-Help Center at <http://www.judiciary.state.nj.us/prose/index.htm>. You may also contact the Superior Court Clerk's Office at (609) 421-6100, or at [SCCOForeclosure.Mailbox@judiciary.state.nj.us](mailto:SCCOForeclosure.Mailbox@judiciary.state.nj.us).

Filed Apr 05, 2013  
Paul Innes, P.J.Ch

**REED SMITH LLP**  
*Formed in the State of Delaware*  
Diane A. Bettino, Esquire  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for PHH Mortgage Corporation

<p style="text-align: center;"><b>IN RE APPLICATION BY PHH MORTGAGE CORPORATION TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES</b></p>	<p>) <b>SUPERIOR COURT OF NEW JERSEY</b> ) <b>CHANCERY DIVISION</b> ) <b>MERCER COUNTY</b> ) <b>DOCKET NO.: P- 7924-13</b>  ) <b>CIVIL ACTION</b> ) <b>AMENDED</b> ) <b>ORDER TO SHOW CAUSE</b> ) ) ) )</p>
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**THIS MATTER** being brought before the Court by Reed Smith LLP, attorneys for PHH Mortgage Corporation ("PHH"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting PHH to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending, pre-judgment, uncontested foreclosure cases listed on the Exhibits 1 through 22 to the Verified Complaint ("Corrected NOI List") to (1) include the name and address of the lender, and (2) include the list of financial counseling services provided by the Department of Banking and Insurance ("DOBI List"), and based upon the New Jersey Supreme Court's decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012, and for good cause shown;

It is on this 5th day of April, 2013 ORDERED that the Foreclosure Defendants listed in Exhibits 1, 3-10, 12-22 of the complaint may appear before the Superior Court at the Mercer County Courthouse, Trenton, New Jersey at 10:00 o'clock, on the 27th day of June, 2013 to show cause why judgment should not be entered as follows:

- A. Allowing PHH to send new Notices of Intention to Foreclose, giving the borrower(s) at least thirty days from the date the letter is mailed to cure the default on the mortgage without having to pay legal fees or costs; and
- B. Granting such relief as the court deems equitable and just.

**IT IS FURTHER ORDERED that:**

1. Plaintiff shall serve a copy of this Order to Show Cause and Verified Complaint (without exhibits) upon all individuals obligated on the Note secured by a Mortgage on residential property that is the borrower's, or their immediate family's principal residence. Service shall be effectuated by certified mail, return receipt requested, simultaneously with regular mail, addressed to the property address and the last known address (if different) in Plaintiff's records.
2. A copy of this Order to Show Cause and Verified Complaint shall be posted on the Judiciary Web Page at <http://www.judiciary.state.nj.us>.
3. A true copy of this order to Show Cause and Verified Complaint shall be served upon the borrowers listed in Exhibits 1 through 22 to the Verified Complaint, by certified mail,

return receipt requested (or by registered mail, with respect to any borrowers listed in Exhibit 1 through 22 to the Verified Complaint who reside outside the United States) simultaneously with regular mail. All other interested parties shall be served by publication as outlined in this order.

4. Along with this Order to Show Cause, Plaintiff may serve the corrective Notice of Intention to Foreclose allowing the borrower at least thirty days to cure the default on the subject Mortgage without having to pay attorneys' fees or costs.
  - a. For any borrower in an active bankruptcy case where the provisions of the automatic stay are still in place, Plaintiff may serve a copy of this Order to Show Cause and Verified Complaint but may choose to delay serving a corrective Notice of Intention to Foreclose until such time that the stay is vacated, if it believes that doing so will violate the automatic stay.
  - b. If the court grants final relief on the return date of this Order to Show Cause and Plaintiff has not already sent a corrective Notice of Intention to Foreclose, Plaintiff shall serve the corrective Notice of Intention to Foreclose once the provisions of the automatic stay in the bankruptcy case are no longer in place. In the alternative, Plaintiff may apply to the United States Bankruptcy Court for relief from the provisions of the automatic stay to effectuate service of the corrective Notice of Intention to Foreclose pursuant to this Order.
  - c. In the event that Plaintiff does not serve a corrective Notice of Intention to Foreclose with this Order to Show Cause, Plaintiff may not proceed with a foreclosure action until such Notice of Intention is served as authorized by this Court's Order.

- d. If Plaintiff believes that service of this application will be a violation of the provisions of the automatic stay, once the stay is vacated, Plaintiff may file a motion with the Chancery Judge in the vicinage where their property lies requesting permission to send the corrective NOI. Plaintiff shall not be required to file a new Order to Show Cause for cases currently in bankruptcy.
5. Plaintiff shall publish the legal notice of this action at least two days prior to May 10, 2013 in the following papers:
- a. The Star-Ledger
  - b. The Bergen Record
  - c. The Press of Atlantic City
  - d. The Courier Post
6. The Court will only entertain objections to the process outlined in the Supreme Court's April 4, 2012 Order. Any party who wishes to object to the process shall file the objection under the docket number for this Order to Show Cause, in writing, with the:

Clerk of the Superior Court  
Foreclosure Processing Services  
Attn: Objections to Notice of Intention to Foreclose  
25 Market Street  
P.O. Box 971  
Trenton, New Jersey 08625-0971

A copy of the objection to the Order to Show Cause must also be sent to:

Hon. Paul Innes, P.J. Ch.  
Mercer County Courthouse  
175 South Broad Street  
Trenton, New Jersey 08650

A copy of the objection to the Order to Show Cause must also be served upon the attorney for the Plaintiff at:

Diane A. Bettino, Esq.  
Reed Smith LLP  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540

Objections to this Order to Show Cause must state with specificity the basis for the objection and must be filed no later than May 31, 2013.

7. In the event a timely objection is not filed, the matter may proceed to judgment in accordance with the Rules of Court.
8. Any objection in regard to a specific corrective Notice of Intention in a specific foreclosure case must be filed in writing under the docket number of the individual foreclosure action, NOT this Order to Show Cause. Any objection must state the basis for the objection with specificity and be filed and served as set forth in Paragraph 6 above. Objections to a specific NOI will be referred to the Chancery Judge in the vicinage in which the property lies for resolution.
9. Parties in interest are hereby advised that a telephone call to the Plaintiff, to the Plaintiff's attorney, to the Superior Court Clerk's Office, or to the Court, will not protect your rights, you must file and serve your written objection as outlined in this Order.
10. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live. If you do not have an attorney or are not eligible for free legal assistance through the Legal Services office (or such office does not provide services for this particular type of proceeding), you may obtain a referral to an attorney by calling one of the Lawyer Referral Services.
11. In the event no party in interest files and serves a timely objection to this Order to Show Cause, as provided for above, then the application may be decided by the Court on the

date this matter is scheduled to be heard, provided that the Plaintiff has filed a proof of service and a proposed form of judgment as required by this Order to Show Cause.

12. In the event a written objection to this Order to Show Cause is filed, Plaintiff's written reply brief shall be filed and served by June 14, 2013. A copy of the reply, if any, shall be served upon the Clerk of Superior Court, with a courtesy copy directly to the Honorable Paul Innes, P.J. Ch. Plaintiff is only required to serve its response upon any party or parties who have filed written objections to this Order to Show Cause.
13. Plaintiff shall submit to the court an original and two copies of a proposed form of judgment addressing the relief sought on the date this matter is scheduled to be heard no later than 10 days before the date this matter is scheduled to be heard.
14. The Plaintiff shall file proof of service of the Verified Complaint, this Order to Show Cause and all supporting documents with the Clerk of Superior Court no later than nine (9) days before the return date of this matter.
15. The court will entertain argument, but not testimony, on ~~its~~ return date of the Order to Show Cause, unless the court advised to the contrary no later than 10 days before the return date.
16. The court dismisses without prejudice Counts 2 and 11 of the complaint said counts to be refiled before Judge Margaret McVeigh, P.J. Ch.
17. This Order amends the Order to Show Cause signed and filed on April 2, 2013.

  
\_\_\_\_\_  
PAUL INNES, P.J. CH.

**REED SMITH LLP**  
*Formed in the State of Delaware*  
Diane A. Bettino, Esquire  
Princeton Forrester Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for PHH Mortgage Corporation

IN RE APPLICATION BY PHH  
MORTGAGE CORPORATION TO  
ISSUE CORRECTED NOTICES OF  
INTENT TO FORECLOSE ON BEHALF  
OF IDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED  
CASES

) SUPERIOR COURT OF NEW JERSEY  
) CHANCERY DIVISION  
) COUNTY 007924-13  
) DOCKET NO.: F-  
) CIVIL ACTION  
) VERIFIED COMPLAINT IN SUPPORT  
) OF SUMMARY ACTION  
)

PHH Mortgage Corporation ("PHH"), authorized to act on behalf of the Foreclosure Plaintiffs in pending, pre-judgment uncontested foreclosure actions, brings this action pursuant to the April 4, 2012, Order of the New Jersey Supreme Court (the "April 4<sup>th</sup> Order"), that was entered following the Court's decision in U.S. Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), ("Guillaume"). PHH respectfully states as follows:

1. PHH is a corporation of the State of New Jersey.
2. PHH services mortgage loans for residential properties in New Jersey.
3. When PHH is the servicer of a loan, it undertakes payment collection, loss mitigation (modifications, short sales, deeds in lieu) and collection efforts, including foreclosures, with respect to a mortgage loan. If a loan is owned by another entity, PHH undertakes these efforts in accordance with the contracts that govern its relationship with the owner of the loan as

well as the loan documents, Rules of Court and any applicable laws. As the entity collecting and processing payments, PHH has the information relevant to the payments, escrows paid, amounts due and whether a loan is in default and by how much. This information is maintained on PHH's systems of record. In cases in which PHH is only the servicer (and not also the lender), the lender is not likely to have possession of the relevant servicing information, as was recognized by the Supreme Court when it revised the Court Rules governing foreclosures at R. 4:64-1 and R. 4:64-2 in June, 2011. PHH makes this application to the Court pursuant to the authority granted to PHH as the servicing agent of Foreclosure Plaintiffs in pending foreclosure cases.

4. The identities of the Foreclosure Plaintiffs in the foreclosure cases for which PHH is seeking to issue corrected Notices of Intent are identified alphabetically in the Counts 1 through 22. Attached as Exhibits 1 through 22 to each of those Counts are the current lists of the pending, uncontested foreclosure cases that require corrected NOIs (collectively referred to hereafter as the "Corrected NOI List").

5. One of the duties of a servicer on a defaulted mortgage loan in New Jersey is to prepare and serve the Notice of Intent to Foreclose ("NOI"), in accordance with the applicable contracts and as required by N.J.S.A. 2A:50-56 of the Fair Foreclosure Act. The NOI is prepared based on current loan information held by PHH and includes, among other data elements, information about the amount that is required to reinstate the loan and the date by which reinstatement must occur.

6. On February 27, 2012, the Supreme Court decided Guillame and held that the Fair Foreclosure Act requires strict adherence to the notice requirements set forth in N.J.S.A. 2A:50-56(e) for all NOIs. The Court further held that a court adjudicating a foreclosure action in which the strict requirements of N.J.S.A. 2A:50-56 were not followed has the discretion to

choose the appropriate remedy, permitting a cure of the deficient NOI, or imposing such other remedy as may be appropriate to the specific case.

7. Following its decision in Guillaume, the Court entered the April 4<sup>th</sup> Order which authorizes the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, and the Hon. Paul Innes, P.J.Ch., Mercer Vicinage, to entertain summary actions by Orders to Show Cause as to why Plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012, in which final judgment has not been entered, who caused NOIs to be served that are deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56, should not be allowed to serve corrected NOIs on defendant/mortgagors and/or parties obligated on the debt (the "Foreclosure Defendants").

8. The April 4<sup>th</sup> Order further states that any corrected NOI must be accompanied by a letter to the Foreclosure Defendants setting forth the reasons why the corrected NOI is being served, the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI, the name of a person to contact with any questions, and that the receipt of the corrected NOI allows Foreclosure Defendants 30 days in which to object or to cure the default.

9. PHH reviewed its pending foreclosure cases with its counsel to identify those foreclosure cases which will require a corrected NOI and has recognized that there are two problems with the previously served NOIs -- (1) the failure to include the name and address of the lender, and (2) the failure to include the list of financial counseling services provided by the Department of Banking and Insurance ("DOBI List").

10. The Corrected NOI List attached as Exhibits 1 through 22 includes the portfolio of loans that are pre-judgment, uncontested foreclosures that PHH is servicing and in which deficient NOIs were served by PHH. Specifically, as directed by the Supreme Court in

Guillaume and the April 4, 2012 Order, the Corrected NOI List includes a listing of:

- a. foreclosures that were filed on or before February 27, 2012 and which PHH is servicing the loans and acting as agent for a Foreclosure Plaintiff,
- b. in which final judgment has not been entered, and
- c. in which PHH is seeking leave to file a corrected NOI to (1) include the identity of the lender and the lender's address and (2) attach the DOBI List.

11. The Corrected NOI List also identifies (1) the name of the lender on each loan which is listed as the Plaintiff in the foreclosure action, (2) the name of the first named Foreclosure Defendant, (3) the foreclosure docket number and, (4) the vicinage.<sup>1</sup> While PHH is not the Plaintiff in each of the foreclosure actions, it is the servicer of each such loan, maintains the records for each such loan, and is responsible for mailing the corrected NOI pursuant to the relevant contracts with the Foreclosure Plaintiffs.

12. To comply with the April 4<sup>th</sup> Order, attached as Exhibit "A" to the Verified Complaint is the proposed form of letter ("Explanatory Letter") that PHH intends to send to each Foreclosure Defendant. As instructed by the Supreme Court in the April 4<sup>th</sup> Order, the proposed form of Explanatory Letter:

- a. explains the reason why the corrected NOI is being served,
- b. the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI,
- c. identifies the individual(s) a Foreclosure Defendant should contact with any questions, and

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<sup>1</sup> Because considerable time has passed since NOIs were originally sent in the foreclosure actions, the Foreclosure Plaintiff initially identified in the caption may not be the current correct entity that will be listed in the corrected NOI. For sake of clarity, the corrected NOI will list the current lender and lender's address and PHH will require that foreclosure counsel take appropriate steps to change the plaintiff in affected foreclosure actions where required.

- d. advises the Foreclosure Defendant of the right to object to the corrected NOI as well as the right to cure the default within 30 days of the date of the corrected NOI.

The corrected NOIs will exclude attorneys' fees and costs incurred in the pending foreclosure cases.

13. Attached as Exhibit "B" to the Verified Complaint is the proposed form of corrected NOI which PHH will send to each of the Foreclosure Defendants identified on the Corrected NOI List. Each Foreclosure Defendant will be served with a corrected NOI that includes, *inter alia*, the information specific to their mortgage loan, their default, the lender/holder's name and address and the amount to reinstate, as provided for in the Order to Show Cause.

#### COUNT 1 - AMERIQUEST MORTGAGE

14. PHH services residential mortgage loans in New Jersey for the former Ameriquest Mortgage and some of its affiliates pursuant to an agreement between the parties.

15. Attached as Exhibit 1 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Ameriquest Mortgage and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

#### COUNT 2 - BANK OF AMERICA, N.A.

16. PHH services residential mortgage loans in New Jersey for Bank of America, N.A. and some of its affiliates pursuant to an agreement between the parties.

17. Attached as Exhibit 2 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Bank of America, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 3 – CITIBANK, N.A.**

18. PHH services residential mortgage loans in New Jersey for CitiBank, N.A. and some of its affiliates pursuant to an agreement between the parties.

19. Attached as Exhibit 3 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for CitiBank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 4 – DEUTSCHE BANK, N.A.**

20. PHH services residential mortgage loans in New Jersey for Deutsche Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

21. Attached as Exhibit 4 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Deutsche Bank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 5 – DOLLAR BANK, FSB**

22. PHH services residential mortgage loans in New Jersey for Dollar Bank, FSB and some of its affiliates pursuant to an agreement between the parties.

23. Attached as Exhibit 5 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Dollar Bank, FSB and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 6 – EVERBANK**

24. PHH services residential mortgage loans in New Jersey for Everbank and some of its affiliates pursuant to an agreement between the parties.

25. Attached as Exhibit 6 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Everbank and in which PHH previously served a NOI

that did not include the name and address of the lender and/or the DOBI List.

**COUNT 7 – HSBC BANK, USA, N.A.**

26. PHH services residential mortgage loans in New Jersey for HSBC Bank, USA, N.A. and some of its affiliates pursuant to an agreement between the parties.

27. Attached as Exhibit 8 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for HSBC Bank, USA, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 8 – ING BANK, FSB**

29. PHH services residential mortgage loans in New Jersey for ING Bank, FSB and some of its affiliates pursuant to an agreement between the parties.

30. Attached as Exhibit 8 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for ING Bank, FSB and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 9 – JP MORGAN CHASE**

31. PHH services residential mortgage loans in New Jersey for JP Morgan Chase and some of its affiliates pursuant to an agreement between the parties.

32. Attached as Exhibit 9 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for JP Morgan Chase and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 10 – LAND HOLDING, LLC**

33. PHH services residential mortgage loans in New Jersey for Land Holding, LLC and some of its affiliates pursuant to an agreement between the parties.

34. Attached as Exhibit 10 is a list of the pending, uncontested foreclosures in New

Jersey that are being serviced by PHH for Land Holding, LLC and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 11 – MERRILL LYNCH CREDIT CORPORATION**

35. PHH services residential mortgage loan in New Jersey for Merrill Lynch Credit Corporation and some if its affiliates pursuant to an agreement between the parties.

36. Attached as Exhibit 11 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Merrill Lynch Credit Corporation and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 12 – NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**

37. PHH services residential mortgage loan in New Jersey for New York Life Insurance and Annuity Corporation and some if its affiliates pursuant to an agreement between the parties.

38. Attached as Exhibit 12 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for New York Life Insurance and Annuity Corporation and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 13 – PHH MORTGAGE CORPORATION**

39. PHH is the lender of residential mortgage loan in New Jersey and some if its affiliates pursuant to an agreement between the parties.

40. Attached as Exhibit 13 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 14 – PNC BANK, N.A.**

41. PHH services residential mortgage loans in New Jersey for PNC Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

42. Attached as Exhibit 14 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for PNC Bank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 15 – SOVEREIGN BANK**

43. PHH services residential mortgage loans in New Jersey for Sovereign Bank and some of its affiliates pursuant to an agreement between the parties.

44. Attached as Exhibit 15 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Sovereign Bank and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 16 – STATE STREET BANK**

45. PHH services residential mortgage loans in New Jersey for State Street Bank and some of its affiliates pursuant to an agreement between the parties.

46. Attached as Exhibit 16 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for State Street Bank and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 17 – SUN EAST FCU**

47. PHH services residential mortgage loans in New Jersey for Sun East, FCU and some of its affiliates pursuant to an agreement between the parties.

48. Attached as Exhibit 17 is a list of the pending, uncontested foreclosures in New

Jersey that are being serviced by PHH for Sun East, FCU and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 18 – THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

49. PHH services residential mortgage loans in The Bank of New York Mellon Trust Company, N.A. and some of its affiliates pursuant to an agreement between the parties.

50. Attached as Exhibit 18 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for The Bank of New York Mellon Trust Company, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 19 – TRI CO, FCU**

51. PHH services residential mortgage loans in New Jersey for Tri Co, FCU and some of its affiliates pursuant to an agreement between the parties.

52. Attached as Exhibit 17 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by PHH for Tri Co, FCU and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

**COUNT 20 - US BANK, N.A.**

53. PHH services residential mortgage loans in New Jersey for U.S. Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

54. Attached as Exhibit 20 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by U.S. Bank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender.

**COUNT 21 – UNITED TELETECH FINANCIAL CREDIT UNION**

55. PHH services residential mortgage loans in New Jersey for United Teletch

Financial Credit Union and some of its affiliates pursuant to an agreement between the parties.

56. Attached as Exhibit 21 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by U.S. Bank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender.

**COUNT 22 – WELLS FARGO BANK, N.A.**

55. PHH services residential mortgage loans in New Jersey for Wells Fargo Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

56. Attached as Exhibit 22 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo Bank, N.A. and in which PHH previously served a NOI that did not include the name and address of the lender and/or the DOBI List.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order permitting PHH to issue corrected NOIs in an omnibus manner as permitted in the April 4, 2012 Order to include the name and address of the lender and include the DOBI List in the pending, uncontested foreclosure cases listed on the Corrected NOI List and for such other and further relief as this Court deems just and equitable.

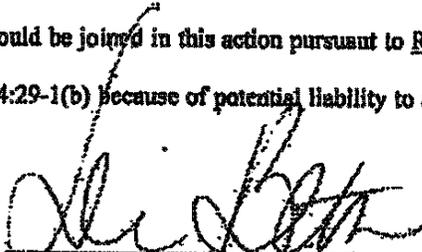
NEED SMITH LLP

  
Dawn A. Bettino, Esquire

Dated: March 11, 2013

**CERTIFICATION**

I certify pursuant to Rule 4:5-1 that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated, other than the pending foreclosure actions on the Corrected NOI List attached hereto and any pending, separate actions initiated outside of the uncontested foreclosure proceedings in which Foreclosure Defendants may have raised claims concerning, *inter alia*, their NOIs but which are not at issue in this application. I further certify that I am unaware of any non-party who should be joined in this action pursuant to Rule 4:28 or who is subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any party based on the same transactional facts.

  
Diane A. Bertino, Esquire

Dated: March 11, 2013

**VERIFICATION**

STATE OF :  
: COUNTY OF :

1. DORIA SUTTON, being duly sworn states:

1. I am an Attorney, Librarian for PHH Mortgage, the applicant named in the foregoing Verified Complaint.

2. The allegations in the Verified Complaint are true to the best of my knowledge and belief.

3. The Exhibits attached to the Verified Complaint are true and correct copies.

*Doria Sutton*

Sworn and subscribed before me  
this 11 day of March 2013

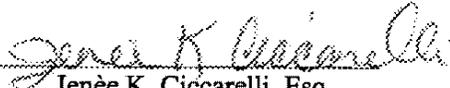
*Geraldine A. Gager*

GERALDINE A GAGER  
Notary Public of New Jersey  
Commission Expires Sept. 23, 2017



directing a stay of the foreclosure, revision and re-service of the notice of intention to foreclose, a return of the reimbursed out-of-pocket costs to the Defendant that are being held by the Plaintiff, attorneys fees and costs, and other such relief the court deems just and appropriate.

Cabanillas & Associates, P.C.  
*Attorneys for Julie Domingues*

By:   
Jenèe K. Ciccarelli, Esq.

Dated: June 4, 2013



review and approval of the claim lasted 2.5 years. The fire occurred on March 28, 2008 but we did not receive a check from State Farm until late June 2010. A true and correct copy of the letter from State Farm Insurance approving the claim and enclosing the check is attached hereto as Exhibit A.

6. Under our policy for the Property, we were required to front the "actual and necessary costs" to making the repairs such as permits and incidentals. At the time of the claim was finally approved in 2010, we had already expended approximately \$5,000 for demolition and waste removal of the damaged structure. These costs were submitted with the claim and also approved by State Farm. However, State Farm issued one check in the amount of \$149,831.88, for both the loss claim (approx. \$144K) and reimbursement (\$5,000K).
7. The check was made to both me and my husband and to PHH Mortgage. Our attorney advised to sign the check. My attorney, Cecilia Guzman, then sent the check to PHH so we could start the process of rebuilding.
8. Despite receiving the check that included a reimbursement amount in addition to the claim, PHH never returned to us the \$5,000.00 that was reimbursement from our out-of-pocket expenses for demolition and waste removal.
9. The combination of the loss of rental income, payment of out-of-pocket expenses that were never reimbursed, expense of a lawyer to fight the insurance company, and the requirement that we pay the actual cost and incidentals in order to start reconstruction, made it impossible for us to start the rebuilding process right away.
10. In addition, all of these costs and delays eventually lead us to default on the loan. To compound matters, my husband was diagnosed with Parkinson's Disease in 2008 and became unable to work.
11. The lender, PHH, has had the \$149,000 in funds from the insurance company since approximately July 2010. I was advised that the only way I am entitled to that money is if I rebuild the property. Rebuilding is not economically feasible for my family at this time. Therefore, I asked the lender to credit the money to my account.

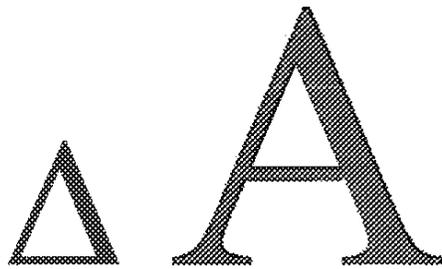
12. Because there was no resolution, we eventually sought the assistance of counsel, Heather Keith, Esq., who wrote to foreclosure counsel to try to resolve this issue. A true and correct copy of the letter sent by Ms. Keith is attached hereto as Exhibit B.
13. In response to the request, foreclosure counsel indicated that it had no information as to any insurance proceeds held in escrow. A true and correct copy of the letter sent by Phelan Hallinan & Schmeig is attached hereto as Exhibit C.
14. In addition, I received a notice of intention to foreclose. The notice says that I owe \$170,000 dollars and does not give me any credit for the insurance money OR the out of pocket expenses that the bank is holding and will not return to me.

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.

---

Julie Domingues

Dated:



# State Farm Insurance Companies®



**DATE:** June 28, 2010

**Dennis Harraka, ESQ.**  
600 Main St  
Hackensack NJ, 07601

North Jersey Property Claims  
Fire and Casualty  
PO Box 71  
Concordville, PA 19331

**INSURED:** Jose & Julia Domingues  
173 Ballentine Dr  
North Haledon NJ, 07508

**LOSS LOCATION:** Rental House in front of this address.  
North Haledon NJ 07508

**RE:** Claim Number: 30-178-068  
Policy Number: 90-EJ-5171-3  
Date of Loss: 3-28-08  
Insured's: Domingues

Dear Mr. Harraka,

Enclosed is a draft in the amount of **\$144,398.90** which represents the undisputed Actual Cash Value of the building damages less your policy deductible. Please refer to our estimate which outlines the basis of this payment. Please also note, while this estimate considers open items such as required building permits and fees, as well as required architectural plans, payment for these open items will only be considered after their cost and necessity are known and coverage is determined. Please have your contractor review this estimate and contact me if there are any discrepancies so that any needed adjustments can be made promptly. It is very important that no repairs are started until we have agreed to the cost of repairs. Failure to have my office review and agree to costs before entering into an agreement or contract could jeopardize further coverage under this policy.

One of the most beneficial provisions of the policy is replacement cost coverage. This coverage provides payment of the actual and necessary cost of making repairs to the building without any deduction for depreciation. However, the policy requires that repairs be completed before replacement cost benefits may be claimed. At this time, payment is based on the cost of repairs with a deduction for depreciation. You are entitled to make a supplemental claim for the additional **\$15,083.32** or the actual cost to repair, whichever is less, by submitting final bills or a signed building contract. Please review the Property Claim Agreement with the enclosed building estimate for further details.

Please note that this payment includes PHH Mortgage Corporation as loss payee. Since each mortgage company has different procedures of endorsing such payments, we suggest that you contact the office to which payments are made and familiarize yourself with their requirements.

JUL 1 2010

Also enclosed in this draft is the demolition and dumpsters used to clear the site. Mrs Domingues has sent in invoices and cancelled check to verify her payment to this Contractor.

Please refer to the following policy language:

**"SECTION I - CONDITIONS**

**3. Loss Settlement.** Covered property losses are settled as follows:

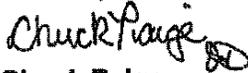
c. Buildings under Coverage A at replacement cost without a deduction for depreciation, subject to the following:

(3) We will pay the actual cash value of the damage to the buildings, up to the policy limit, until actual repair or replacement is completed.

(4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after the loss for any additional liability on a replacement cost basis."

Thank you for this opportunity to assist you with this claim. Please call me if you have any questions, or if I can be of further assistance to you.

Sincerely,



**Chuck Paige**

Claim Representative

(973) 739-6289

State Farm Fire and Casualty Company

Enclosure

Cc: Agent: Conrado Arroyo #30-1583



State Farm Insurance Company

## Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

**State Farm Insurance Company**

DOMINGUES, JOSE

30-P178-068

Insured: DOMINGUES, JOSE  
 Property: 173 BALLENTINE DR  
 NORTH HALEDON, NJ 07508-2405  
 Home: (410) 502-6077  
 Type of Loss: Fire  
 Deductible: \$1,000.00  
 Date of Loss: 3/28/2008  
 Date Inspected: 3/31/2008

Estimate: 30-P178-068  
 Claim Number: 30-P178-068  
 Policy Number: 90-EJ-5171-3  
 Price List: NJPT8F\_MAY09A  
 New Construction

**Summary for Dwelling**

Line Item Total		125,327.45
General Contractor Overhead @ 10.0% x	125,327.45	12,532.75
General Contractor Profit @ 10.0% x	125,327.45	12,532.75
Total Sales Tax @ 7.000% x	150,392.90	10,527.50
		<hr/>
Replacement Cost Value (Including General Contractor Overhead and Profit)		160,920.45
Less Depreciation (Including Taxes)		(12,934.63)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation		(2,417.68)
Less Tax on General Contractor Overhead and Profit on Depreciation		(169.24)
Less Deductible		(1,000.00)
		<hr/>
Net Actual Cash Value Payment		<u>\$144,398.90</u>

**Maximum Additional Amounts Available If Incurred:**

Total Line Item Depreciation (Including Taxes)	12,934.63	
Less Non-recoverable Depreciation (Including Taxes)	<365.19>	
Subtotal		<hr/> 12,569.44
General Contractor O&P on Depreciation	2,417.68	
Less General Contractor O&P on Non-recoverable Depreciation	<68.26>	
Subtotal		<hr/> 2,349.42
Tax on General Contractor O&P on Depreciation	169.24	
Less Tax on General Contractor O&P on Non-recoverable Depreciation	<4.78>	
Subtotal		<hr/> 164.46
Total Maximum Additional Amount Available If Incurred		<hr/> 15,083.32
Total Amount of Claim If Incurred		<u>\$159,482.22</u>

Paige Chuck  
 (973) 739-6269

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.**

State Farm Insurance Company

DOMINGUES, JOSE

30-P178-068

Time & Material Breakdown

O&P Items	Quantity	Unit Cost	Total Cost
<b>APPLIANCES</b>			
Material -			
Range hood	1.00 EA	115.200	115.20
		<b>Material:</b>	<b>115.20</b>
Contractor Labor -			
Electrician	0.72 HR	75.000	54.22*
		<b>Labor:</b>	<b>54.22</b>
		<b>Miscellaneous:</b>	<b>1,706.50</b>
		<b>APPLIANCES Subtotal:</b>	<b>1,875.92</b>
<b>CABINETRY</b>			
Material -			
Cabinetry - lower unit - High grade - raised-panel doors	12.00 LF	142.040	1,704.48
Cabinetry - upper unit - High grade - raised-panel doors	12.00 LF	100.929	1,211.16*
Countertop - post formed	12.25 LF	32.280	395.28*
Vanity	2.00 LF	79.037	158.08*
Medicine cabinet	1.00 EA	90.920	90.92
		<b>Material:</b>	<b>3,559.92</b>
Contractor Labor -			
Carpenter - Finish, Trim/Cabinet	12.00 HR	63.370	760.29*
		<b>Labor:</b>	<b>760.29</b>
		<b>Miscellaneous:</b>	<b>43.57</b>
		<b>CABINETRY Subtotal:</b>	<b>4,363.78</b>
<b>CONCRETE &amp; ASPHALT</b>			
Material -			
Concrete - 5 1/2 bag mix	16.28 CY	88.506	1,440.47*
24" wooden stakes	2.00 BN	12.980	26.01*
Steel rebar - #4 (1/2")	2,215.14 LF	0.356	788.59
Concrete - 6 bag mix	29.30 CY	97.058	2,843.35*
Fix/arch, 2x4 #2 & better	162.49 LF	0.270	43.87
		<b>Material:</b>	<b>5,142.30</b>
Contractor Labor -			
Concrete Mason	101.44 HR	54.970	5,576.30*
		<b>Labor:</b>	<b>5,576.29</b>
Equipment -			
2X10 form - lineal foot per use - based on 6 uses	560.00 LF	0.250	140.00
Concrete forms for steps	9.00 DA	2.660	23.94
		<b>Equipment:</b>	<b>163.94</b>
		<b>Miscellaneous:</b>	<b>130.22</b>
		<b>CONCRETE &amp; ASPHALT Subtotal:</b>	<b>11,012.75</b>
<b>DOORS</b>			
Material -			
Wood shims	0.95 BN	6.188	5.86*
6d finish nails	1.35 LB	1.447	1.96*
Casing - 2 1/4"	263.16 LF	0.940	247.37

State Farm Insurance Company

30-P178-068

DOMINGUES, JOSE

O&P Items	Quantity	Unit Cost	Total Cost
Exterior door - wood or metal - High grade - Pre-hung unit	4.00 EA	336.946	1,347.79*
Wood screw - zinc plated - #10x3", 100/box	0.42 BX	8.973	3.78*
Interior door - colonial - pine/fir - prehung - avg. grade	5.00 EA	137.000	685.01*
O.H. door & hdwre, 8'x 7' - insulated - heavy mtl & hdwre	2.00 EA	469.174	938.34*
		<b>Material:</b>	<b>3,230.11</b>
Contractor Labor -			
Carpenter - Finish, Trim/Cabinet	5.76 HR	63.370	365.12*
Overhead Door Installer	3.81 HR	63.570	242.16*
		<b>Labor:</b>	<b>607.28</b>
		<b>Miscellaneous:</b>	<b>12.28</b>
		<b>DOORS Subtotal:</b>	<b>3,849.67</b>

DRYWALL

Material -			
Gypsum board, 1/2"	4,490.40 SF	0.250	1,122.60
Metal corner bead	211.46 LF	0.375	79.30
Drywall joint compound - 50 lb box	10.60 BX	9.593	101.71*
Drywall nails (based on 25 to 50 lb box)	10.04 LB	1.590	15.97*
Drywall screws - grabber - (based on 25 to 50 lb box)	20.09 LB	1.850	37.16*
Perforotape - 500' roll	2.58 RL	4.948	12.75*
Drywall texture compound - 50 lb box	21.20 BX	13.910	294.96*
		<b>Material:</b>	<b>1,664.48</b>
Contractor Labor -			
Drywall Installer/Finisher	49.98 HR	50.710	2,534.50*
		<b>Labor:</b>	<b>2,534.50</b>
Equipment -			
Drywall texture spray machine	1.70 DA	44.630	75.66*
		<b>Equipment:</b>	<b>75.64</b>
		<b>DRYWALL Subtotal:</b>	<b>4,274.62</b>

ELECTRICAL

Material -			
Breaker panel - 200 amp	1.00 EA	169.000	169.00
Circuit breaker - 110 volt - single pole	34.27 EA	5.930	203.22
Circuit breaker - 220 volt - double pole	6.00 EA	16.970	101.82
110 volt copper wiring (12/2 with ground)	1,445.56 LF	1.010	1,460.01*
Electrical box - non metallic - single gang	37.52 EA	1.170	43.90
Electrical box - non metallic - double gang	2.36 EA	1.499	3.54
Electrical box - non metallic 4" round	8.60 EA	3.401	29.24*
Outlet box - includes 4 connectors and plaster ring	1.26 EA	6.852	8.64*
Romex staples - per 100 count box	1.00 BX	2.787	2.77*
220 volt copper wiring (8/3 with ground)	19.91 LF	2.590	51.56*
220 volt copper wiring (10/3 with ground)	19.91 LF	1.650	32.85
Outlet or switch cover	48.07 EA	0.480	23.07
Outlet, 15 amp - residential grade	43.07 EA	2.085	89.81*
Electrical box - steel - double gang	8.00 EA	5.580	44.64
Blank electrical cover	8.00 EA	1.573	12.58
Wire nut - red or yellow	0.16 BX	9.020	1.44
Ground fault interrupter (GFI) outlet	5.00 EA	11.914	59.55*
Breaker panel - 100 amp	1.00 EA	65.168	65.17

Date: 6/28/2010 3:04 PM

Page: 4

State Farm Insurance Company

30-P178-068

DOMINGUES, JOSE

O&P Items	Quantity	Unit Cost	Total Cost
		Material:	2,402.83
Contractor Labor - Electrician	60.45 HR	75.000	4,533.82*
		Labor:	4,533.81
		Miscellaneous:	27.60
		<b>ELECTRICAL Subtotal:</b>	<b>6,964.24</b>
<b>EXCAVATION</b>			
Material - Gravel	25.26 CY	25.413	642.00*
		Material:	642.00
Contractor Labor - Equipment Operator	5.33 HR	45.910	244.87*
		Labor:	244.87
Equipment - Backhoe - rubber tired	0.63 DA	229.000	143.74*
		Equipment:	143.74
		<b>EXCAVATION Subtotal:</b>	<b>1,030.61</b>
<b>FLOOR COVERING - CERAMIC TILE</b>			
Material - Ceramic floor tile	24.98 SF	2.432	60.76*
Ceramic tile grout - 25 lb bag	0.36 BG	19.533	6.97*
Thinset - multipurpose latex fortified - 50 lb bag	0.36 BG	17.646	6.30*
Dry-set mortar - 50 lb bag	3.13 BG	11.417	35.78*
		Material:	109.77
Contractor Labor - Tile/Cultured Marble Installer	1.59 HR	75.460	119.70*
		Labor:	119.72
Equipment - Ceramic tile saw	0.24 DA	45.000	10.58*
Cement/mortar mixer, 6 cubic foot	0.23 DA	55.000	12.83*
		Equipment:	23.41
		<b>FLOOR COVERING - CERAMIC TILE Subtotal:</b>	<b>252.90</b>
<b>FLOOR COVERING - VINYL</b>			
Material - Vinyl floor adhesive - 1 gallon	1.99 GL	11.820	23.54*
Floor patching compound - 5 lb box	1.13 BX	12.730	14.41*
Vinyl floor tile - Average grade	6.64 BX	59.746	396.57*
Underlayment, 1/4" Lauan plywood	2.15 SH	12.300	26.42*
16 gauge staples for air gun, approx 7200 count	0.04 BX	40.393	1.58*
		Material:	462.52
Contractor Labor - Flooring Installer	5.01 HR	66.440	332.65*
		Labor:	332.65
		<b>FLOOR COVERING - VINYL Subtotal:</b>	<b>795.17</b>
<b>FLOOR COVERING - WOOD</b>			

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O&P Items	Quantity	Unit Cost	Total Cost
<b>Material -</b>			
Hardwood flooring - T&G - Oak, #1 common	716.04 SF	3.990	2,856.98*
Nails for hardwood flooring nailer - (1000 count box)	6.11 BX	19.020	116.24*
Wood filler for hardwood flooring	1.70 GL	33.337	56.66*
Polyurethane finish	5.23 GL	30.695	160.53
Sanding belt - floor sander, 100 grit	2.81 BA	1.814	5.09*
Sanding belt - floor sander, 20-36 grit	2.81 BA	3.500	9.83*
Sanding belt - floor sander, 50-80 grit	2.81 BA	2.000	5.62
Sanding screen - floor sander, 120 grit	2.81 BA	7.096	19.93*
Sanding screen - floor sander, 60 grit	2.81 BA	13.100	36.79*
Sanding screen - floor sander, 80 grit	2.81 BA	8.521	23.93*
Sanding disk - floor edge sander	2.81 BA	1.392	3.91
Stain - wood flooring	2.83 GL	38.776	109.84*
		<b>Material:</b>	<b>3,405.33</b>
<b>Contractor Labor -</b>			
Wood Flooring Installer	46.38 HR	58.130	2,695.89*
		<b>Labor:</b>	<b>2,695.89</b>
<b>Equipment -</b>			
Hardwood flooring nailing tool	2.53 DA	33.200	83.84*
Hardwood flooring edge sander	2.15 DA	25.000	53.75
Hardwood flooring drum sander	2.15 DA	40.000	85.99*
Hardwood floor sander - screen	2.15 DA	40.000	85.99*
		<b>Equipment:</b>	<b>309.58</b>
		<b>FLOOR COVERING - WOOD Subtotal:</b>	<b>6,410.80</b>

**FINISH CARPENTRY / TRIMWORK**

<b>Material -</b>			
Hand railing - wall mounted - paint grade	14.75 LF	1.250	18.44
Wall mounted hand rail bracket	3.00 EA	2.672	8.02
Wood shims	0.13 BN	6.188	0.81*
Gypsum board, 1/2"	6.02 SF	0.250	1.51
Baseboard, 2 1/4" finger-joint pine	280.10 LF	0.722	202.23
6d finish nails	2.22 LB	1.447	3.21
Wood door jamb stock - finger-jointed pine, 4 9/16"	17.84 LF	1.459	26.03
Casing - 2 1/4"	74.34 LF	0.940	69.88
4d finish nails	0.05 LB	1.334	0.06*
Casing - stain-grade softwood - 2 1/4"	113.81 LF	1.540	175.27
Window stool w/beveled rabbet	28.47 LF	1.600	45.55
Combination closet shelf and rod bracket	3.01 BA	2.601	7.82*
Closet rod	8.42 LF	1.740	14.64*
12" particle board shelving	8.42 LF	1.818	15.30*
		<b>Material:</b>	<b>588.77</b>
<b>Contractor Labor -</b>			
Carpenter - Finish, Trim/Cabinet	9.86 HR	63.370	625.11*
		<b>Labor:</b>	<b>625.13</b>
		<b>Miscellaneous:</b>	<b>5.46</b>
		<b>FINISH CARPENTRY / TRIMWORK Subtotal:</b>	<b>1,219.36</b>

**FINISH HARDWARE**

Material -

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O&P Items	Quantity	Unit Cost	Total Cost
Deadbolt - High grade	4.00 EA	34.590	138.37*
Door lockset - exterior - High grade	4.00 EA	52.266	209.07*
Oak threshold	7.99 LF	4.363	34.88*
Door passage or lockset - interior	5.00 EA	19.410	97.05
Towel bar	4.00 EA	10.872	43.48*
Shower curtain rod	1.00 EA	17.114	17.11
		<b>Material:</b>	<b>539.94</b>
Contractor Labor - Hardware Installer	4.64 HR	61.480	285.56*
		<b>Labor:</b>	<b>285.59</b>
		<b>Miscellaneous:</b>	<b>0.65</b>
		<b>FINISH HARDWARE Subtotal:</b>	<b>826.18</b>

**FRAMING & ROUGH CARPENTRY**

<b>Material -</b>			
Fir/Larch, 2x4 #2 & better	3,672.55 LF	0.270	991.59
Fir/Larch, 2x12 #2 & better	2,118.70 LF	1.023	2,167.43
16d nails for nail gun - 2000 count box	3.04 BX	34.298	104.13*
Fir timber - 4" x 4"	50.71 LF	0.828	41.99
Post cap/base, 4"	12.04 EA	2.412	29.05*
Sheathing - plywood - 3/4" - CDX	32.83 SH	23.267	763.86
8d smooth box nails, (based on 50 lb box)	77.20 LB	0.830	64.08
Fir/Larch, 2x10 #2 & better	1,977.30 LF	0.870	1,720.25
Fir/Larch, 2x6 #2 & better	1,004.20 LF	0.489	491.05
Joist hanger bracket - 2"x6"	15.65 EA	0.474	7.42
10d 1 1/2" joist hanger nails, 1 lb box, approx 150 count	12.22 LB	2.203	26.93*
Joist hanger bracket - 2"x10" or 2"x12"	29.77 EA	0.737	21.94
Fir/Larch, 2x8 #2 & better	296.89 LF	0.650	192.98
8d galvanized nails, (based on 50 lb box)	9.74 LB	1.126	10.97
Rafter hanger bracket - 2"x10" or 2"x12"	7.36 EA	3.374	24.83
Hurricane tie	48.06 EA	0.817	39.27
Sheathing - plywood - 5/8" - CDX	121.41 SH	18.440	2,238.86*
2" x 2" x 8' treated	125.21 EA	2.690	336.81
2" x 4" - treated lumber	166.78 LF	0.390	65.04
2" x 6" - treated lumber	774.74 LF	0.600	464.85*
Fir timber - treated, 4" x 4"	78.97 LF	0.920	72.65
16d galvanized nails, (based on 50 lb box)	22.28 LB	1.127	25.11
Rafter hanger bracket - 2"x6" or 2"x8"	28.04 EA	3.013	84.50*
		<b>Material:</b>	<b>9,985.56</b>
Contractor Labor - Carpenter - General Framing	205.88 HR	55.290	11,383.37*
		<b>Labor:</b>	<b>11,383.37</b>
		<b>Miscellaneous:</b>	<b>91.05</b>
		<b>FRAMING &amp; ROUGH CARPENTRY Subtotal:</b>	<b>21,459.98</b>

**HEAT, VENT & AIR CONDITIONING**

<b>Material -</b>			
Boiler - gas fired, 160 MBTU	1.00 EA	1,706.400	1,706.40
Gas vent pipe - Aluminum, 4"	21.04 LF	2.831	59.58*
Gas vent - Aluminum elbow, 4"	2.50 EA	2.250	5.62*
Baseboard heat - steam or hot water	60.00 LF	11.520	691.20

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O&P Items	Quantity	Unit Cost	Total Cost
Bathroom ventilation fan	1.00 EA	33.456	33.46
		<b>Material:</b>	<b>2,496.26</b>
Contractor Labor - Heating / A.C. Mechanic	18.18 HR	75.000	1,363.48*
		<b>Labor:</b>	<b>1,363.48</b>
		<b>Miscellaneous:</b>	<b>451.57</b>
<b>HEAT, VENT &amp; AIR CONDITIONING Subtotal:</b>			<b>4,311.31</b>

**INSULATION**

Material - Construction adhesive	7.22 TB	4.351	31.41
Insulation - R-30 "Kraft" faced batt, 10" batt	1,004.01 SF	0.751	754.01
3/8" Staples - 1000 count box	3.19 EA	3.200	10.22*
Insulation - R-13 "Kraft" faced batt	1,265.14 SF	0.284	359.30
Rigid foam insulation board, 1/2"x4"x8' ISO or XPS	42.74 SH	10.964	468.57*
House wrap (air/moisture barrier) (based on 9' x 100' rl)	115.53 LF	1.064	122.92
House wrap tape - 165' roll	1.16 RL	11.802	13.63*
1 1/4" Plastic caps, 2000 count box	0.44 BX	22.444	9.85*
		<b>Material:</b>	<b>1,769.92</b>
Contractor Labor - Insulation Installer	17.26 HR	59.980	1,035.04*
		<b>Labor:</b>	<b>1,035.05</b>
		<b>Miscellaneous:</b>	<b>55.44</b>
<b>INSULATION Subtotal:</b>			<b>2,860.41</b>

**LABOR ONLY**

Contractor Labor - Plumber	2.50 HR	97.470	243.68
		<b>Labor:</b>	<b>243.68</b>
<b>LABOR ONLY Subtotal:</b>			<b>243.68</b>

**LIGHT FIXTURES**

Material - Porcelain light fixture	6.00 EA	4.230	25.38
Light fixture	6.00 EA	33.471	200.82*
Fluorescent light fixture	4.00 EA	42.559	170.24
Ceiling fan & light - High grade	1.00 EA	193.476	193.48
Light bar - 3 lights	1.00 EA	29.020	29.02
Exterior light fixture	4.00 EA	37.458	149.84*
		<b>Material:</b>	<b>768.78</b>
Contractor Labor - Electrician	10.52 HR	75.000	788.70*
		<b>Labor:</b>	<b>788.70</b>
<b>LIGHT FIXTURES Subtotal:</b>			<b>1,557.48</b>

**MASONRY**

Material - Steel rebar - #4 (1/2")	923.12 LF	0.356	328.63
Block, 12" x 8" x 16"	1,676.06 EA	2.247	3,766.12*
Block, 12" x 8" x 16" bond beam	335.02 EA	3.015	1,010.10*

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O&P Items	Quantity	Unit Cost	Total Cost
Concrete - 7 bag mix with 3/8 and under aggregate	13.56 CY	110.469	1,497.81*
Mortar mix - 80# bag	76.89 BG	8.700	668.91*
Washed sand	5.49 CY	22.760	124.89*
Brick veneer	646.78 EA	0.740	478.62
16 gauge wall ties	6.17 EA	0.050	0.31
Limestone trim - sill (3" deep x 2 1/4" thick x 18" long)	11.85 EA	7.190	85.21*
Tile flue liner 8" x 12"	32.26 EA	10.550	340.30*
Chimney Block - 8" x 12" flue	48.36 EA	6.300	304.66*
		<b>Material:</b>	<b>8,605.55</b>
Contractor Labor - Mason Brick/Stone	227.61 HR	47.500	10,811.27*
		<b>Labor:</b>	<b>10,811.27</b>
		<b>MASONRY Subtotal:</b>	<b>19,416.82</b>

**MARBLE - CULTURED OR NATURAL**

Material -			
Vanity top - one sink - cultured marble	2.00 LF	47.960	95.92
Threshold - natural marble	2.63 LF	24.500	64.47*
Tile Mastie	0.02 GL	18.006	0.36
		<b>Material:</b>	<b>160.74</b>
Contractor Labor - Tile/Cultured Marble Installer	1.31 HR	75.460	99.18*
		<b>Labor:</b>	<b>99.19</b>
		<b>MARBLE - CULTURED OR NATURAL Subtotal:</b>	<b>259.93</b>

**ORNAMENTAL IRON**

Material -			
Bonding cement - 2 1/2# box	1.05 BX	4.532	4.77*
Ornamental iron rail w/twisted pickets - 36" high	16.00 LF	15.000	240.03*
		<b>Material:</b>	<b>244.80</b>
Contractor Labor - Ornamental Iron Installer	2.72 HR	61.510	167.04*
		<b>Labor:</b>	<b>167.04</b>
Equipment - Concrete core drill with drilling blades	0.40 DA	100.000	40.00
		<b>Equipment:</b>	<b>40.00</b>
		<b>ORNAMENTAL IRON Subtotal:</b>	<b>451.84</b>

**PLUMBING**

Material -			
Valve - boiler drain	2.00 EA	4.500	9.00
Washing machine outlet box	1.00 EA	20.145	20.15
In-line ball valve - 3/4" brass	1.00 EA	14.400	14.40
Pressure relief valve for water heater	1.00 EA	7.695	7.69*
3/4" flexible copper supply tube - 24" long	2.00 EA	8.950	17.90
Water heater - 40 gallon - Gas - 12 yr	1.00 EA	574.029	574.03
Black pipe, 2" schedule 40	102.14 LF	5.009	511.61*
Black pipe, 2" - fittings	10.01 EA	1.298	12.99
Black pipe, 2" - hanger	10.01 EA	0.040	0.40
"P" trap with flange, 1 1/2" ABS	2.72 EA	8.913	24.26*

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O&P Items	Quantity	Unit Cost	Total Cost
Sink - single bowl	1.00 EA	114.890	114.89
2 1/2" sink strainer	1.00 EA	8.690	8.69
Sink faucet - Kitchen	1.00 EA	86.326	86.33
3/8" ferrule & nut	5.00 EA	0.470	2.35
3/8" OD x 15" chrome supply line	5.00 EA	4.380	21.90
Copper pipe, 1/2"	193.31 LF	2.026	391.65
Copper pipe, 3/4"	17.57 LF	2.222	39.04
Copper pipe, 3/8"	36.61 LF	1.370	50.15*
Drain/Waste/Vent line, 2" ABS	63.45 LF	0.710	45.05
Drain/Waste/Vent line, 3" ABS	36.25 LF	1.460	52.93
Drain/Waste/Vent line, 4" ABS	33.23 LF	2.010	66.80*
Plastic floor drain - 3" drain	0.72 EA	8.990	6.45*
Fitting - 2" ell - ABS	6.03 EA	2.790	16.82
Fitting - 3" ell - ABS	2.15 EA	6.610	14.23*
Fitting - 4" ell - ABS	1.44 EA	13.005	18.66*
Closet flange - ABS	1.44 EA	6.130	8.80*
Fitting 2" wye or tee - ABS	2.87 EA	5.492	15.76
Fitting 3" wye or tee - ABS	1.44 EA	5.990	8.60*
Fitting 4" wye or tee - ABS	0.72 EA	15.010	10.77*
Sink faucet - Bathroom	1.00 EA	49.989	49.99
Drain set for bath tub - 20 gauge brass	1.00 EA	46.255	46.26
Bathtub	1.00 EA	196.685	196.69
Tub/shower faucet complete w/valve	1.00 EA	87.090	87.09
Brass bolts used to secure bowl to the floor - two	1.00 EA	2.290	2.29
Toilet	1.00 EA	173.999	174.00
Wax ring closet gasket	1.00 EA	1.621	1.62
Toilet seat	1.00 EA	26.343	26.34
		<b>Material:</b>	<b>2,756.56</b>
Contractor Labor - Plumber	49.66 HR	80.000	3,972.85*
		<b>Labor:</b>	<b>3,972.85</b>
		<b>Miscellaneous:</b>	<b>124.45</b>
		<b>PLUMBING Subtotal:</b>	<b>6,853.86</b>

**PAINTING**

<b>Material -</b>			
Latex paint	30.76 GL	24.980	768.46*
Painter's putty	0.83 GL	14.651	12.12*
160 - 180 grit sandpaper - per sheet	44.67 SH	0.520	23.23
Sealer - stain blocker	11.23 GL	15.970	179.42*
Caulking - acrylic	5.03 TB	1.980	9.96
Oil base sealer/primer	3.29 GL	22.970	75.65*
Oil base stain	0.25 GL	26.105	6.56*
Paint thinner (mineral spirits)	0.37 GL	3.452	1.29*
Polyurethane finish	0.88 GL	29.980	26.36*
Exterior latex	1.42 GL	26.980	38.24*
Oil base paint	0.62 GL	38.532	23.87*
		<b>Material:</b>	<b>1,165.15</b>
Contractor Labor - Painter	81.46 HR	46.690	3,803.60*

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O&P Items	Quantity	Unit Cost	Total Cost
		Labor:	3,803.63
		Miscellaneous:	91.46
		<b>PAINTING Subtotal:</b>	<b>5,060.26</b>
<b>ROOFING</b>			
Material -			
1 1/4" roofing barbs, (based on 50 lb box)	42.66 LB	0.867	36.98*
Composition shingles - 30 year - Laminated	21.33 SQ	64.600	1,377.84*
15 lb ASTM roofing felt	5.33 RL	17.205	91.74*
Simplex roofing felt cap nails - (based on 50 lb box)	15.23 LB	0.992	15.11
		<b>Material:</b>	<b>1,521.68</b>
Contractor Labor -			
Roofer	19.68 HR	70.960	1,396.26*
		Labor:	1,396.25
		Miscellaneous:	299.91
		<b>ROOFING Subtotal:</b>	<b>3,217.84</b>
<b>SIDING</b>			
Material -			
16 gauge staples for air gun, approx 7200 count	0.54 BX	40.393	21.77*
Siding - starter strip	158.03 LF	0.875	138.28
Siding - undersill trim	184.71 LF	0.530	97.90
Siding - vinyl	1,422.29 SF	0.890	1,265.84
Vinyl "J" trim used around openings	711.14 LF	0.371	263.83
Vinyl outside corner trim	47.41 LF	1.774	84.10*
Fascia - metal, 6"	242.39 LF	1.095	265.42
4d galvanized nails	0.60 LB	2.032	1.22
		<b>Material:</b>	<b>2,138.36</b>
Contractor Labor -			
Siding Installer	43.03 HR	63.790	2,745.14*
		Labor:	2,745.14
		Miscellaneous:	35.16
		<b>SIDING Subtotal:</b>	<b>4,918.66</b>
<b>SOFFIT, FASCIA, &amp; GUTTER</b>			
Material -			
Fir/Larch, 2x4 #2 & better	205.78 LF	0.270	55.56
16d nails for nail gun - 2000 count box	0.26 BX	34.298	8.92
Silicone caulk - 10 oz tube	3.48 TB	4.908	17.06*
Gutter/downspout - aluminum	364.88 LF	2.028	739.97*
Gutter hanging bracket - aluminum	54.73 EA	1.690	92.50*
6d colored ring shank nails	2.12 LB	1.618	3.43
Metal "J" trim used around openings	279.87 LF	0.358	100.19
Fascia - metal, 6"	279.87 LF	1.095	306.46
Soffit - metal or vinyl	279.87 SF	1.218	340.88
		<b>Material:</b>	<b>1,664.96</b>
Contractor Labor -			
Siding Installer	28.30 HR	63.790	1,805.52*
		Labor:	1,805.52
		Miscellaneous:	29.76

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O&P Items	Quantity	Unit Cost	Total Cost
<b>SOFFIT, FASCIA, &amp; GUTTER Subtotal:</b>			<b>3,500.24</b>
<b>STAIRS</b>			
Material -			
1" x 8" #2 or better pine	67.07 LF	0.990	66.40
Fir/Larch, 2x12 #2 & better	50.52 LF	1.023	51.68
Construction adhesive	1.88 TB	4.351	8.18
16d nails for nail gun - 2000 count box	0.13 BX	34.298	4.33*
Stair tread - 1 1/8" x 11 1/4" x 12" particle board	5.19 EA	13.023	67.55*
Fir/Larch, 2x8 #2 & better	16.58 LF	0.650	10.78
Casing - 2 1/4"	15.71 LF	0.940	14.77
2" x 6" - treated lumber	71.11 LF	0.600	42.66*
16d galvanized nails, (based on 50 lb box)	3.37 LB	1.127	3.80
2" x 12" - treated lumber	26.69 LF	1.280	34.17*
Stairway - disappearing (folding)	1.00 EA	152.973	152.97
<b>Material:</b>			<b>457.29</b>
Contractor Labor -			
Carpenter - General Framer	10.57 HR	55.290	584.33*
<b>Labor:</b>			<b>584.33</b>
<b>STAIRS Subtotal:</b>			<b>1,041.62</b>
<b>TILE</b>			
Material -			
Ceramic tile grout - 25 lb bag	3.37 BG	19.533	65.77*
Thinset - multipurpose latex fortified - 50 lb bag	0.97 BG	17.646	17.05*
Ceramic tile	101.01 SF	3.500	353.54
Soap dish	1.00 EA	17.747	17.75
Tile - radius trim piece, Daltile A-106, "Crystaltex"	65.36 EA	1.490	97.39
<b>Material:</b>			<b>551.49</b>
Contractor Labor -			
Tile/Cultured Marble Installer	7.89 HR	75.460	595.74*
<b>Labor:</b>			<b>595.74</b>
Equipment -			
Ceramic tile saw	1.00 DA	45.000	45.00
<b>Equipment:</b>			<b>45.00</b>
<b>TILE Subtotal:</b>			<b>1,192.23</b>
<b>WINDOWS - ALUMINUM</b>			
Material -			
Wood shims	0.63 BN	6.188	3.91*
Silicone caulk - 10 oz tube	2.22 TB	4.908	10.91*
Window flashing - 300 ft roll	0.32 RL	39.000	12.48
Wood screw - #10x2", 1 lb. box	1.26 BX	6.599	8.34*
Aluminum window - horiz. slider, 3-11 SF (single glz. XO)	6.00 EA	90.687	544.15*
<b>Material:</b>			<b>579.78</b>
Contractor Labor -			
Carpenter - Mechanic	4.60 HR	65.550	301.56*
<b>Labor:</b>			<b>301.56</b>
<b>WINDOWS - ALUMINUM Subtotal:</b>			<b>881.34</b>

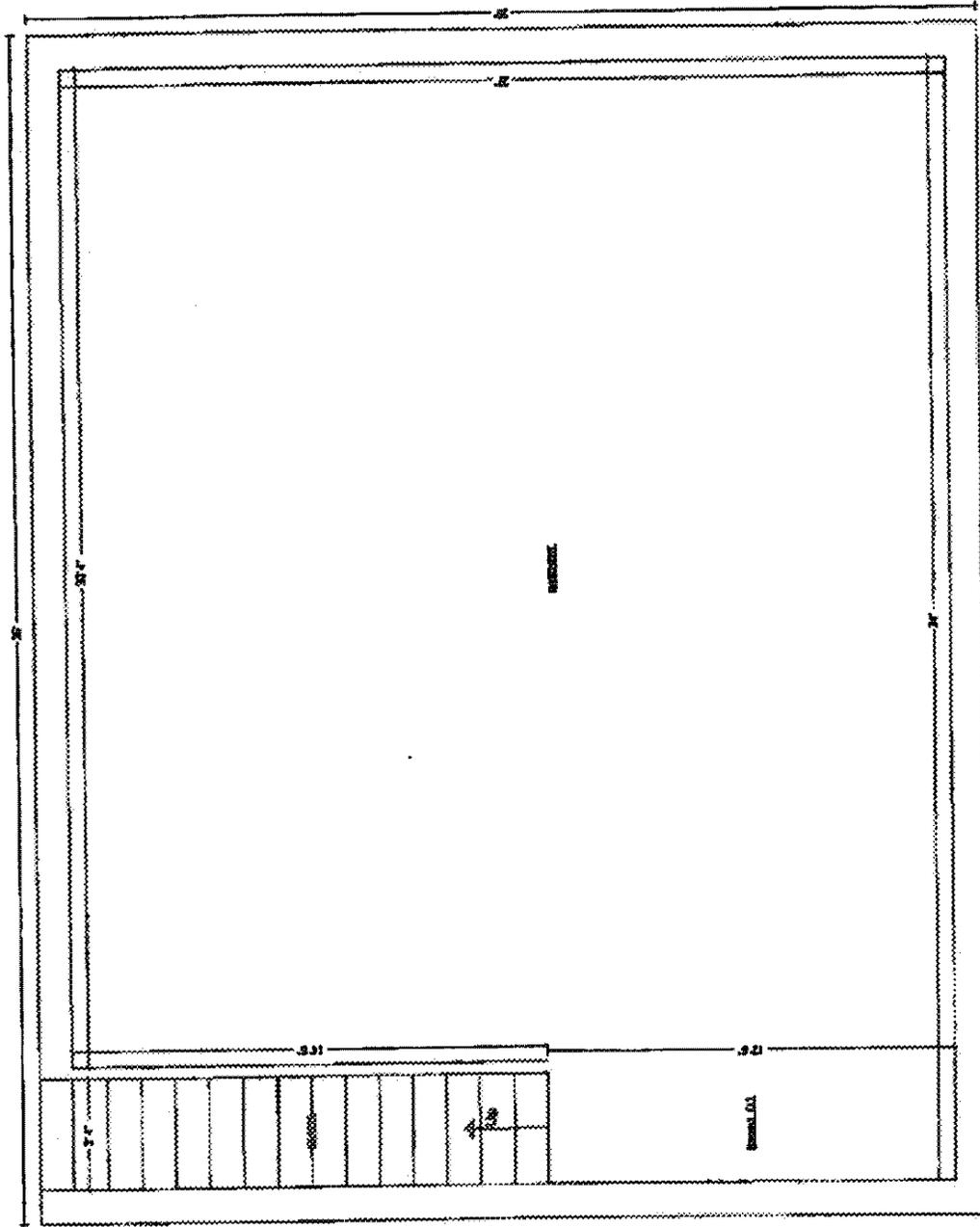
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<b>WINDOW TREATMENT</b>			
Material -			
Window blind - horizontal or vertical	6.00 EA	76.330	457.98
Window blind - horizontal or vertical - Extra large	1.00 EA	170.189	170.19
		Material:	628.17
Contractor Labor -			
Hardware Installer	4.48 HR	61.480	275.13*
		Labor:	275.13
		<b>WINDOW TREATMENT Subtotal:</b>	<b>903.30</b>
<b>WINDOWS - WOOD</b>			
Material -			
Wood shims	1.71 BN	6.188	10.58
Silicone caulk - 10 oz tube	5.26 TB	4.908	25.81*
Window flashing - 300 ft roll	0.81 RL	39.000	31.72*
8d galvanized nails, (based on 50 lb box)	1.71 LB	1.126	1.93
Wood window - casement - 12-23 sf - Vinyl clad - High gr.	2.00 EA	552.721	1,105.43*
Wood window - double hung - 4-9 sf - Vinyl clad - High gr.	6.00 EA	184.856	1,109.16*
Wood window - picture - 12-22 sf - Vinyl clad - High grade	1.00 EA	425.000	425.00
Wood window - double hung - 4-9 sf	1.00 EA	177.680	177.68
Wood window - double hung - 10-15 sf	3.00 EA	184.860	554.57*
		Material:	3,441.88
Contractor Labor -			
Carpenter - Mechanic	10.23 HR	65.550	670.67*
		Labor:	670.67
		Miscellaneous:	208.10
		<b>WINDOWS - WOOD Subtotal:</b>	<b>4,320.65</b>
<b>Material</b>			<b>60,800.10</b>
<b>Labor</b>			<b>60,412.86</b>
<b>Equipment</b>			<b>801.31</b>
<b>Miscellaneous</b>			<b>3,313.18</b>
<b>O&amp;P Items Subtotal</b>			<b>125,327.45</b>
General Contractor Overhead	@	10.0%	12,532.75
General Contractor Profit	@	10.0%	12,532.75
Total Sales Tax	@	7.000%	10,527.50
<b>Total</b>			<b>160,920.45</b>

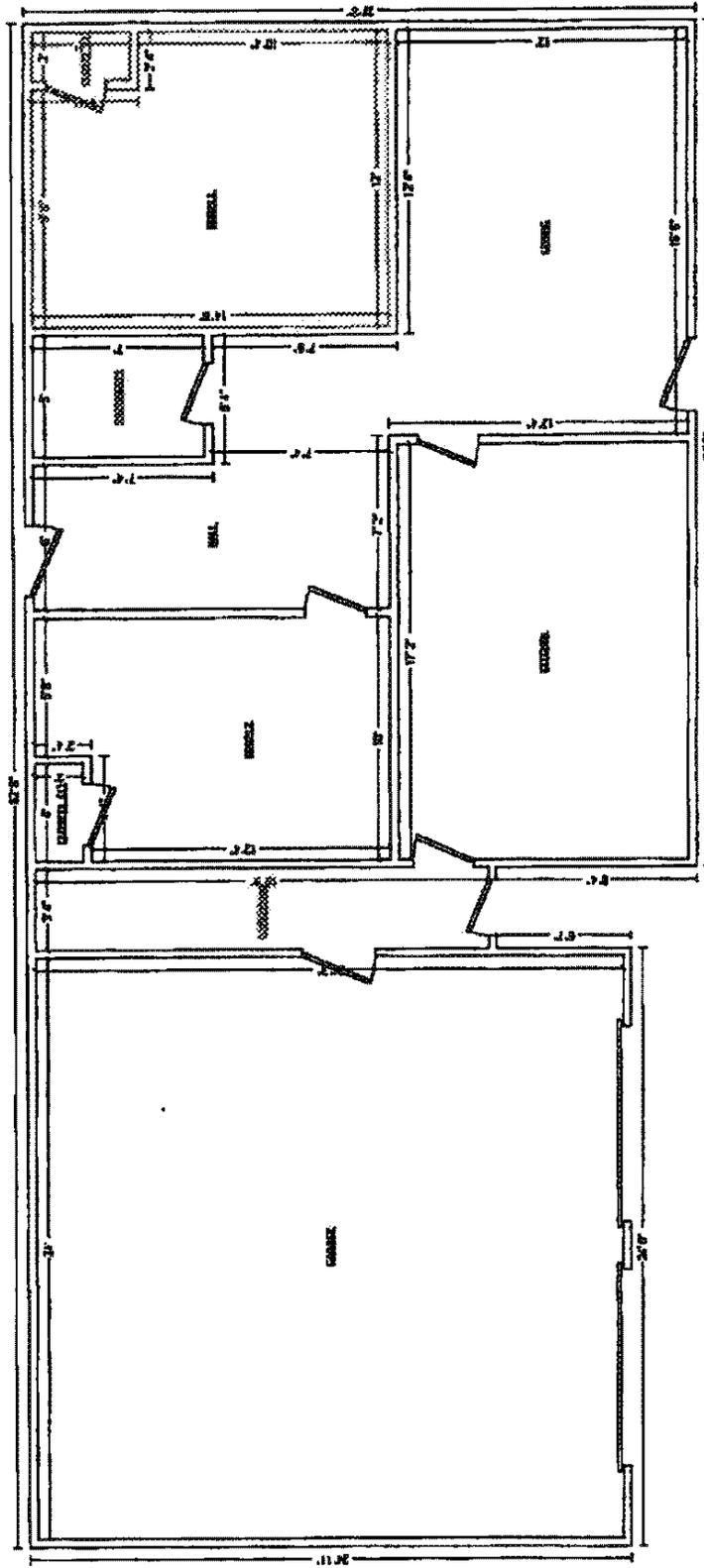
Main Level



03  
11  
Sheet Level

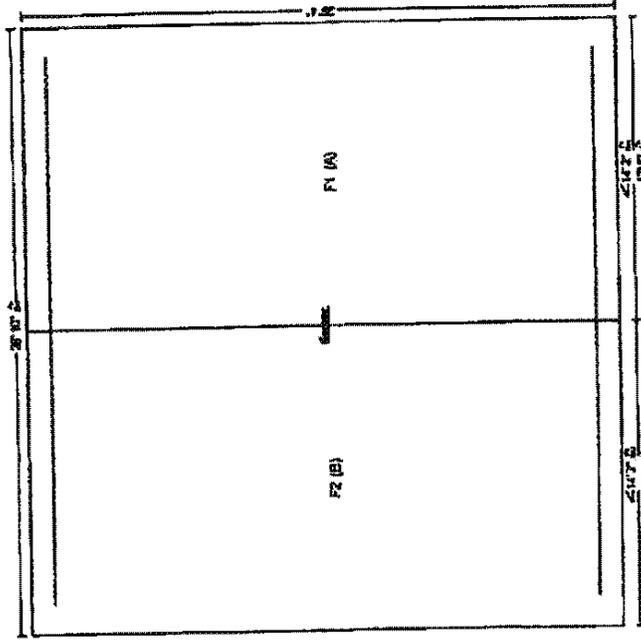
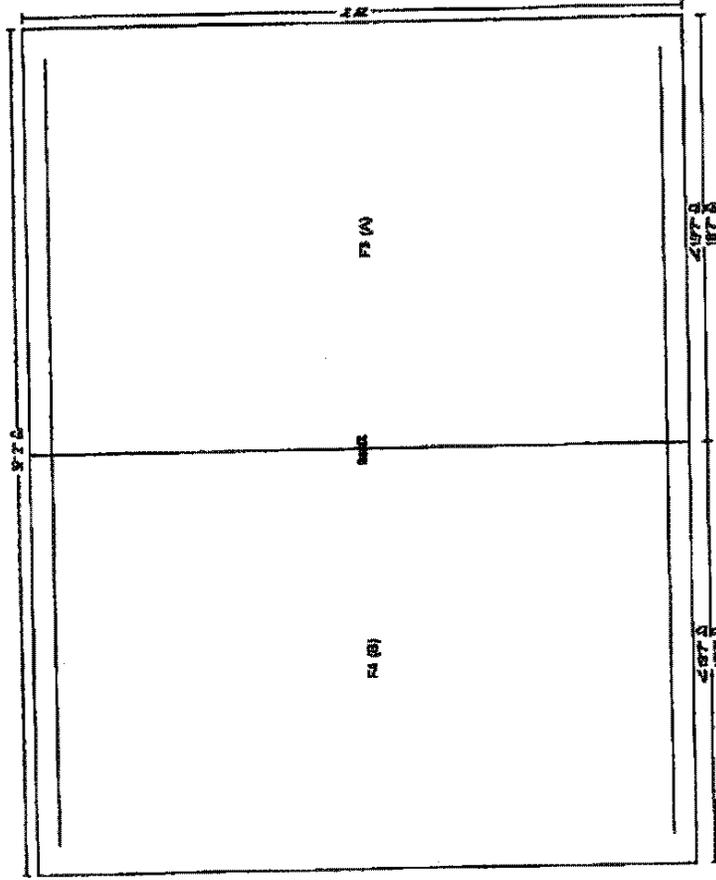
Page: 14

Date: 6/28/2010 3:04 PM



11/11/11

Roof



Roof

June 16, 2010

Mr. Chuck Paige  
Claim Representative, Large Loss  
P. O. Box 911  
Parsippany, NJ 07054  
Fax: 1-800-519-4238

Re: 173 Ballentine Drive  
North Haledon, NJ  
Fire of 3/28/2008  
Claim #30-P-178068

Dear Chuck,

As per our telephone conversation today, enclosed please find the Invoices and cancelled checks regarding the demolition of the above claim.

Fred Guido Trucking Co., Inc.	\$1,751.38
Go Pro Waste Services, Inc.	<u>\$3,681.60</u>
Total Amount:	\$5,432.98

Should you have any questions, please feel free to contact me @973-224-1057.

Best regards,

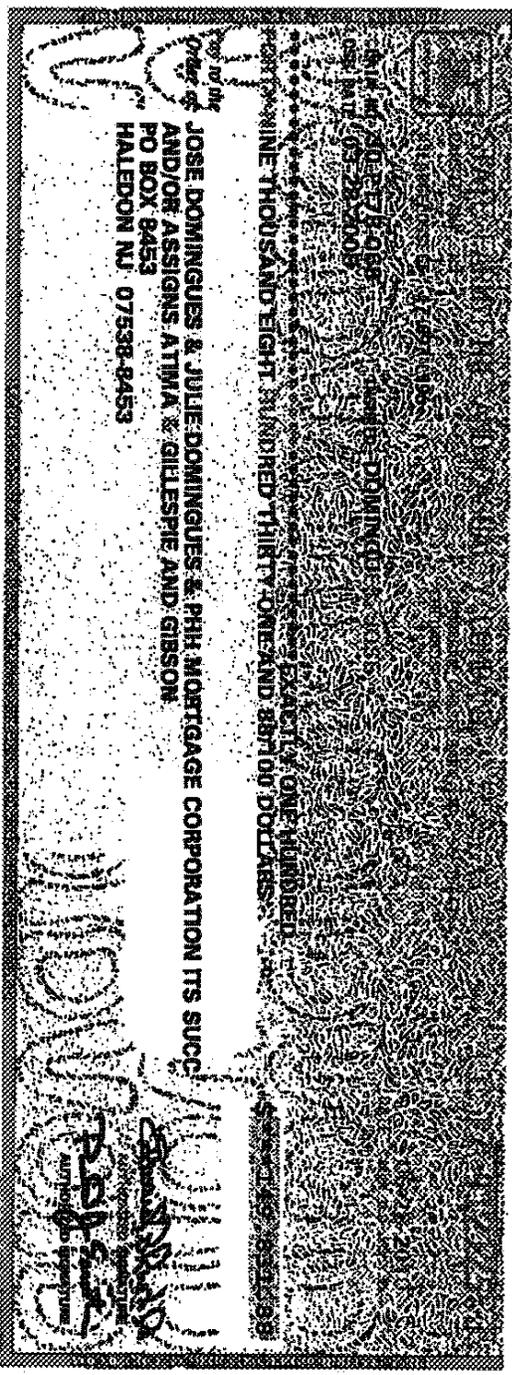
Julie Domingues

CLAIM NO 30-P178-068 POLICY NO 90-EJ5171-3  
Fire/Lighting - Building \$149,831.88 33/001 2

LOSS DATE 03-28-2008 PAYMENT NO 1 17 912125 J  
DATE 06-28-2010  
AMOUNT \$149,831.88  
TIN

REMARKS Bldg ACV \$144,398.90, Demo \$1,751.38, Damages \$3,881.60

RETAIN STUB FOR RECORDS  
AUTHORIZED BY PAIGE, CHUCK  
PHONE (973) 739-6269



1719912125# 12044115443# 777145020#

Δ B

# KEITH LAW FIRM, LLC

1812 FRONT STREET  
SCOTCH PLAINS, N.J. 07076

908-663-2141  
FAX: 908-663-2142

HKEITH@KEITHLAWFIRMLLC.COM

Heather C. Keith, Esq.\*

-----  
\*ALSO MEMBER OF NY BAR

July 11, 2012

Via Facsimile and First Class Mail

Vladimir Palma, Esq.  
Phelan Hallinan & Schmeig, P.C.  
Suite 100  
400 Fellowship Road  
Mount Laurel, NJ 08054-3437

**Re: PHH Mortgage Corporation v. Jose Domingues, et al.  
Docket No. F-053873-10**

Dear Mr. Palma:

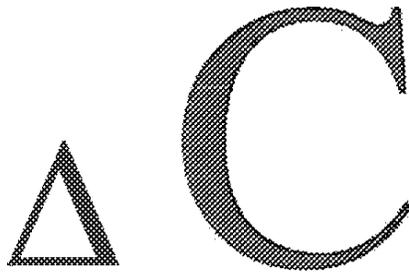
I am in receipt of your letter dated July 5, 2012. Please be advised that PHH Mortgage is holding \$149,831.88 of insurance proceeds from State Farm in escrow relative to a complete loss of the property. Enclosed for your records please find a letter dated June 28, 2010 from State Farm relative to same, enclosing the draft in the amount of \$149,831.88. Please note PHH Mortgage Corporation is a loss payee.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

\_\_\_\_\_  
HEATHER C. KEITH

Cc: Mr. Jose Domingues  
Ms. Julie Domingues





Representing Lenders in  
Pennsylvania and New Jersey

**PHELAN HALLINAN & SCHMIEG, PC**  
400 Fellowship Road, Suite 100  
Mount Laurel, NJ 08054  
856-813-5500  
Fax: 856-813-5501  
Vladimir.Palma@fedphe.com

Vladimir Palma, Esquire  
Ext. 7552

July 5, 2012

Heather C. Keith, Esq.  
1812 Front Street  
Scotch Plains, NY 07076

RE: PHH MORTGAGE CORPORATION vs. JOSE DOMINGUES, et al.  
Docket No.: F-053873-10  
Our File No.: CDT-5086  
Property: 173 BALLENTINE DRIVE, NORTH HALEDON, NJ 07508-2405

Dear Ms. Keith,

This office is in receipt of your correspondence dated June 27, 2012 in the above referenced matter. Please be advised that all loss mitigation efforts run concurrently with the foreclosure. As we have been retained for the sole purpose of prosecuting said foreclosure action, we will not cease without explicit instructions in writing from PHH Mortgage Corporation. At this time we have no information as to any insurance proceeds being held in escrow.

Should you have any questions or concerns, please do not hesitate to contact this office.

Very Truly Yours,

Vladimir Palma, Esquire  
VP/cg

**CABANILLAS & ASSOCIATES, P.C.**

**A NY Professional Corporation**

245 Main Street - Suite 210

White Plains, New York 10601

(914) 385-0292

*Attorneys for Defendant Julie Domingues*

-----X

**IN RE APPLICATION BY PHH MORTGAGE  
CORPORATION TO ISSUE CORRECTED  
NOTICES OF INTENT TO FORECLOSE ON  
BEHALF OF IDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED CASES**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MERCER COUNTY  
DOCKET NO. F-7924-13**

**CIVIL ACTION**

**CERTIFICATION OF SERVICE**

-----X

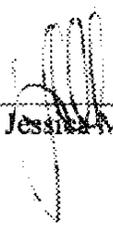
1. I am a paralegal at the law firm of Cabanillas & Associates, P.C., attorneys for Julie Dominguez ("Defendant").

2. I hereby certify that on June 4, 2013, I caused to be sent, via JEFIS, **Objection to the corrected NOI** Proof of Filing and Service, to Superior Court Clerk's Office, Foreclosure Processing Services, Attention: Objection to Notice of Intention to Foreclose, P.O. Box 971, Trenton, New Jersey 08625.

3. On June 5, 2013, I caused to be delivered by overnight service, a copy of the above-described documents to: Reed Smith, LLP, 136 Main Street, Suite 250, Princeton, NJ 08540, attorney for Plaintiff.

4. On June 5, 2013, I caused to be delivered by email and first class mail, a copy of the above-described documents to: Reed Smith, LLP, 136 Main Street, Suite 250, Princeton, NJ 08540, attorney for Plaintiff.

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.



-----  
Jessica Mercado

Dated: June 4, 2013