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Rob Bonta
Attorney General of California
Nicklas A. Akers
Senior Assistant Attorney General
Tina Charoenpong
Supervising Deputy Attorney General
Monica J. Zi (SBN 245434)
Rebecca Morse (SBN 314853)
Asal Akhondzadeh (SBN 266792)
Deputy Attorneys General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: [REDACTED]
Fax: (916) 731-2146
Email: Monica.Zi@doj.ca.gov

Attorneys for the People of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

SELECT PORTFOLIO SERVICING, INC.,
a Utah corporation,

Defendant.

Case No. 26STCV18210

~~PROPOSED~~ FINAL JUDGMENT AND PERMANENT INJUNCTION

Judge: Honorable Peter A. Hernandez
Dept.: 408

Action Filed: June 4, 2026

The People of the State of California (the "People"), appearing through their attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy Attorney General Tina Charoenpong and Deputy Attorneys General Monica J. Zi, Rebecca Morse, and Asal Akhondzadeh, and Select Portfolio Servicing, Inc. ("Defendant"), appearing through its attorneys, Bronwyn F. Pollock and Michael Bornhorst of Mayer Brown LLP, having stipulated to the entry of this Judgment by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Defendant regarding any issue of law or fact alleged in the Complaint, without Defendant admitting any

FILED
Superior Court of California
County of Los Angeles
06/12/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Cain Deputy

EXEMPT FROM FILING FEES
PER GOV. CODE, § 6103

1 liability regarding any issue of fact or law alleged in the Complaint, and with all parties having
2 waived their right to appeal from this Judgment, and the Court having considered the matter and
3 the Stipulation concurrently filed herewith, and good cause appearing:

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

5 1. This Court has jurisdiction over the allegations and subject matter of the People’s
6 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
7 this Court has jurisdiction to enter this Judgment.

8 **DEFINITIONS**

9 2. The following definitions shall apply for purposes of this Judgment:

10 A. “Borrower” means any natural person who is a mortgagor or trustor and
11 who is potentially eligible for any loss mitigation option offered by, or through, his or her
12 mortgage servicer, as defined in Civil Code section 2920.5, subdivision (c).

13 B. “Loss mitigation options” or similar forms of payment relief are to be
14 interpreted consistent with the term “foreclosure prevention alternative,” as defined in California
15 Civil Code section 2920.5, subdivisions (b) and (d).

16 C. “Mortgage” means a first lien mortgage or deed of trust secured by owner-
17 occupied residential real property in California containing no more than four dwelling units, as
18 defined in Civil Code section 2924.15, subdivision (a).

19 D. “SPOC” means a single point of contact provided to a borrower pursuant to
20 Civil Code section 2923.7, subdivision (a), subject to the limitation set forth under Civil Code
21 section 2923.7, subdivision (f), and means an individual or team of personnel each of whom has
22 the ability and authority to perform the responsibilities described in Civil Code section 2923.7,
23 subdivisions (b) and (d), as defined in Civil Code section 2923.7(e).

24 **INJUNCTION**

25 3. Nothing in this Judgment alters the requirements of federal or state law.

26 4. The injunctive provisions of this Judgment shall apply to Defendant; its
27 subsidiaries and successors who engage in residential mortgage servicing; the assigns of all or
28 substantially all of the assets of its business; and its officers and employees.

1 5. Defendant shall be and hereby is permanently enjoined and restrained, under
2 Business and Professions Code section 17203, from directly or indirectly engaging in any of the
3 following acts or practices:

4 A. Making any false or misleading representations to borrowers regarding the
5 loss mitigation process, as prohibited by Business and Professions Code section 17200 et seq.,
6 including but not limited to representations relating to the provision of a SPOC to borrowers
7 entitled to a SPOC under Civil Code section 2923.7, subdivision (a); available loss mitigation
8 options; eligibility requirements for loss mitigation options; loss mitigation application
9 requirements, deadlines, or status; and forbearance and post-forbearance options;

10 B. Failing to comply with the California Homeowner Bill of Rights (Civ.
11 Code, §§ 2923.4 et seq.) (“HBOR”), including but not limited to section 2923.6, subdivisions (c),
12 (f), (g), section 2923.7, and section 2924.10;

13 C. Failing to comply with section 1788.17 of the Rosenthal Fair Debt
14 Collection Practices Act (Civ. Code §§ 1788 et seq.), and section 1692e, subdivisions (2), (4), and
15 (10) of the Fair Debt Collection Practices Act (15 U.S.C. §§ 1692 et seq.) to the extent either
16 applies to Defendant’s conduct; and

17 D. Failing to comply with the loss mitigation and pre-foreclosure requirements
18 under Regulation X (12 C.F.R. §§ 1024.30 et seq.), including but not limited to the early
19 intervention requirements under section 1024.39, subdivisions (a)-(b), the continuity of contact
20 requirements under section 1024.40, and the loss mitigation procedures under section 1024.41,
21 subdivisions (b), (c) and (d).

22 6. When Defendant is required to establish a SPOC under Civil Code section 2923.7,
23 subdivision (a):

24 A. Defendant shall assign either a specific individual or a team of designated
25 specific individuals. Defendant shall not designate all or substantially all of its call center
26 associates with SPOC responsibilities as a borrower’s assigned SPOC or assigned SPOC team;

27 B. Defendant shall maintain a dedicated SPOC e-mail address available only
28 to California borrowers;

1 C. Defendant shall provide the borrower direct means of communication with
2 their assigned SPOC, which shall include: (1) a phone number and extension for the assigned
3 SPOC, as well as the option, if the assigned SPOC or a member of the borrower's assigned SPOC
4 team is not available within a reasonable hold time (i.e., 90 seconds or less), to schedule a call
5 back within one business day, and (2) an e-mail address dedicated for California borrowers that
6 California borrowers can use to reach their assigned SPOC or assigned SPOC team;

7 D. With respect to any email directed to a borrower's assigned SPOC
8 regarding potential loss mitigation options, Defendant shall ensure that: (i) the borrower's email
9 is reviewed and acknowledged within five (5) business days of receipt of the borrower's email,
10 and (ii) the borrower's assigned SPOC, or a member of their assigned SPOC team, places a
11 telephone call to the borrower within this same time frame when a substantive response is
12 warranted, including when the borrower requests a call back or has questions regarding the loss
13 mitigation process; and

14 E. Defendant shall ensure that assigned SPOCs, including individual SPOCs
15 and each member of a borrower's assigned SPOC team, are knowledgeable about the borrower's
16 situation and current status in the alternatives to foreclosure process.

17 7. Defendant shall develop benchmarks for managing SPOC caseloads and
18 implement appropriate SPOC caseload limits to further the responsibilities of assigned SPOCs,
19 including those set forth in Civil Code section 2923.7, subdivisions (b) to (e).

20 8. Defendant shall provide written notice to borrowers who are delinquent on their
21 mortgage and are potentially eligible for loss mitigation options of their right, under Civil Code
22 section 2923.6, subdivision (c), to submit a complete loan modification application up to five (5)
23 business days prior to a scheduled foreclosure sale and their right, under Civil Code section
24 2923.6, subdivision (d), to submit an additional loss mitigation application if there has been a
25 material change in the borrower's financial circumstances since the date of the borrower's
26 previous application and the denial of their most recent application was due to the borrower's
27 financial circumstances. Nothing in this term shall prevent SPS from accurately informing
28 borrowers that they may be ineligible for loss mitigation for other reasons.

1 9. If Defendant denies a loan modification application, Defendant shall provide to the
2 borrower the specific reasons for the denial of the loan modification, including any specific
3 reasons for investor disallowance, and if applicable, shall make clear when a loan modification is
4 denied based on investor rules that establish an order ranking for the evaluation of loss mitigation
5 options (i.e., a waterfall). When providing such notice, it is sufficient for Defendant to inform the
6 borrower that their loan's owner and/or investor has an established hierarchy for prioritizing loss
7 mitigation options and the borrower qualified for a different loss mitigation option under that
8 hierarchy.

9 10. Defendant shall allow a borrower who is potentially eligible for loss mitigation
10 options to submit a complete loss mitigation application and shall evaluate the borrower's
11 complete loss mitigation application for all loss mitigation options available to the borrower
12 regardless of whether the borrower accepted a short-term loss mitigation option based on an
13 incomplete loss mitigation application, as provided by Regulation X, 12 C.F.R. § 1024.41,
14 subdivision (c)(2)(iii).

15 11. If a borrower is on a forbearance plan, at least 30 days before the end of the plan
16 term, Defendant shall inform the borrower of the loss mitigation options available to the borrower
17 by the owner or assignee of the borrower's mortgage loan at the time of the communication, and
18 the actions the borrower must take to be evaluated for such loss mitigation options.

19 12. For borrowers in forbearance, if a borrower's forbearance agreement or applicable
20 law does not allow the assessment of late fees during the forbearance period, periodic mortgage
21 statements sent by Defendant to such borrowers shall: (a) not state that a late fee will be charged
22 if a mortgage payment is not received during the forbearance period, (b) inform the borrower that
23 the terms of their forbearance agreement may alter the payment amount and due date on their loan
24 and that they should submit payments in the amounts and on the dates set forth under the terms of
25 their forbearance agreements, and (c) inform the borrower that foreclosure cannot be initiated,
26 advanced and/or proceed to sale while they are in forbearance.

27 13. Defendant has certified that, as part of its efforts to implement the CARES Act (15
28 U.S.C. § 9056), Defendant waived or reversed any late fees assessed on accounts while the

1 account was on an active COVID-19 related forbearance plan. Should Defendant identify any
2 additional borrowers who were assessed a late fee during a period that their account was on an
3 active COVID-19 related forbearance and if such fees have not already been waived or reversed,
4 Defendant shall reverse or refund any such fees.

5 14. Defendant shall, as necessary to comply with the laws and injunctive provisions
6 described in this Judgment, modify its existing policies, procedures, and processes, or establish,
7 implement, and maintain new policies, procedures, and processes to ensure compliance with the
8 laws and injunctive provisions described in this Judgment.

9 15. Defendant shall notify its directors and affiliates, agents, and independent
10 contractors who perform mortgage servicing tasks relating to loss mitigation on behalf of
11 Defendant about the injunctive provisions described in this Judgment.

12 16. Defendant shall provide trainings at least once a year to all call center associates
13 with SPOC responsibilities and employees with duties related to call center performance, loan
14 resolution, collections, and foreclosure activities, for the purpose of ensuring compliance with the
15 laws and injunctive provisions described in this Judgment. This training shall include, but is not
16 limited to:

17 A. Borrowers' rights and Defendant's loss mitigation and pre-foreclosure
18 obligations under Civil Code section 2923.6, subdivisions (c), (f), (g), and section 2924.10,
19 subdivision (a), and 12 C.F.R. sections 1024.39, subdivisions (a)-(b), section 1024.40, and section
20 1024.41, subdivisions (b), (c) and (d);

21 B. The responsibilities of assigned SPOCs, including those set forth in Civil
22 Code section 2923.7, subdivisions (b)-(e); and

23 C. Sufficiently documenting communications with borrowers.

24 17. Defendant shall complete quarterly assessments of the sufficiency of call center
25 associate staffing to meet the needs of customer call volume and SPOC caseloads. Assessments
26 shall also include a thorough review and evaluation of borrower complaints regarding: the
27 inability to communicate with an assigned SPOC; SPS's failure to provide information or its
28 provision of incorrect, incomplete, or conflicting information; the loss mitigation application

1 process or the documents necessary to initiate or complete an application; loss mitigation option
2 determinations; SPS's failure to stop or delay foreclosure proceedings; and other matters
3 described in Civil Code section 2923.7(a)-(e).

4 18. For three years after the entry of this Judgment, Defendant shall perform quarterly
5 reviews, including a thorough review of all borrower written complaints and of all processes and
6 controls designed to ensure compliance, and evaluate its efforts to comply with the laws and
7 injunctive terms described in this Judgment.

8 19. For three years after the entry of this Judgment, Defendant shall prepare and
9 provide annual reports to the Attorney General's Office, detailing the steps taken to ensure
10 compliance with the laws and injunctive terms described in this Judgment, including the results of
11 each quarterly review described in this Judgment and any planned or implemented changes. The
12 first report shall be provided six (6) months after the entry of this Judgment, and the additional
13 reports shall be provided thereafter on an annual basis. Reports submitted pursuant to this
14 Paragraph shall be treated as confidential and as exempt from disclosure under the California
15 Public Records Act, Government Code section 7920.000 et seq.

16 **MONETARY PROVISIONS**

17 20. Defendant shall pay a total of \$4.6 million, as further described in Paragraphs 21
18 and 22 of this Judgment. Payment shall be made within fourteen (14) calendar days of the date of
19 entry of this Judgment, pursuant to instructions provided by the Attorney General's Office.

20 21. Of the total amount to be paid, Defendant shall pay \$1.6 million in civil penalties
21 pursuant to Business and Professions Code section 17206.

22 22. Of the total amount to be paid, Defendant shall pay \$3 million in restitution
23 pursuant to Business and Professions Code section 17203. Such funds shall be distributed at the
24 sole discretion of the Attorney General to Borrowers identified in the Attorney General's
25 investigation who were in current status and initially denied home retention options after exiting a
26 COVID-related forbearance plan, experienced certain delays in completing a loss mitigation
27 application during the COVID-19 pandemic, or received certain ineligibility notifications after
28 submitting a timely loss mitigation application.

1 forbearance plan; and compliance with Civil Code section 2923.6, subdivisions (c), (f), (g),
2 section 2923.7, subdivisions (a)-(e), and section 2924.10.

3 **ADDITIONAL PROVISIONS**

4 27. This Court retains jurisdiction over this Judgment and the parties hereto for the
5 purposes of enabling the parties to apply the Court for such orders or directions as may be
6 necessary or appropriate for the construction, modification, and/or enforcement of this Judgment,
7 and for any other purposes authorized by law.

8 28. This Judgment may be enforced only by the parties hereto.

9 29. Nothing in this Judgment shall abrogate the confidentiality of any materials or
10 information obtained by the Attorney General's Office during its investigation of Defendant,
11 except as provided by law.

12 30. Unless otherwise directed by the parties, all submissions, requests,
13 communications, or other documents relating to this Judgment shall be transmitted by email to the
14 following:

15 To the California Attorney General's Office:

16 Monica J. Zi
17 Deputy Attorney General
18 Email: Monica.Zi@doj.ca.gov

Rebecca Morse
Deputy Attorney General
Email: Rebecca.Morse@doj.ca.gov

19 Asal Akhondzadeh
20 Deputy Attorney General
21 Email: Asal.Akhondzadeh@doj.ca.gov

22 To Select Portfolio Servicing, Inc.:

23 Bronwyn Pollock
24 Michael Bornhorst
25 MAYER BROWN LLP
26 Email: bpollock@mayerbrown.com
27 Email: mbornhorst@mayerbrown.com

28 Kevin Warren
SELECT PORTFOLIO SERVICING
Chief Compliance Officer
Email: kevin.warren@spservicing.com

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31. If the Attorney General’s Office determines that Defendant has failed to comply with any injunctive term of this Judgment and that this failure does not threaten the health, safety, or welfare of the citizens of the State of California, then before seeking an order to enforce this Judgment, the Attorney General’s Office will notify Defendant in writing of such claimed failure to comply and provide Defendant with fifteen business days to make a good faith written response.

32. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Los Angeles, California.

Dated: 06/12/2026



A handwritten signature in black ink, appearing to read "Peter A. Hernandez".

JUDGE OF THE SUPERIOR COURT
Peter A. Hernandez / Judge

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