

Real Property, Financial Services, & Title Insurance Update: Week Ending September 17, 2021

September 17, 2021

Real Property Update

No cases to report.

Financial Services Update

- RESPA / Qualified Written Requests: Loan servicer did not violate RESPA by acknowledging
 receipt of a qualified written request one day after RESPA deadline because plaintiffs suffered no
 damages based on one-day delay <u>Munoz v. CitiMortgage, Inc.</u>, No. 8:20-cv-02311 (M.D. Fla. Sept.
 10, 2021)
- RESPA / Qualified Written Requests: Loan servicer did not violate RESPA because its response to
 plaintiffs' qualified written request was sufficient and plaintiffs suffered no damages <u>Munoz v.</u>
 <u>CitiMortgage, Inc.</u>, No. 8:20-cv-02311 (M.D. Fla. Sept. 10, 2021)
- FCRA / Preemption: State law claims for negligence and defamation related to false information provided by a company to a credit bureau are preempted by the FCRA where the furnisher of information did not act with malice or an intent to injure the person about whom the information was conveyed Smith v. Automatic Data Processing, Inc., No. 8:20-cv-02936 (M.D. Fla. Sept. 13, 2021)
- TCPA / Vicarious Liability: Company would not be held vicariously liable for subcontractor's
 actions, which violated the TCPA, because the company did not exercise sufficient control over
 the subcontractor Schick v. Caliber Home Loans, Inc., No. 3:20-cv-00617 (N.D. Cal. Sept. 14,
 2021)

Title Insurance Update

- Snap Removal: Title insurer properly removed case where no other defendants were served before removal <u>U.S. Bank Nat'l Ass'n v. Fidelity Nat'l Title Grp., Inc.</u>, No. 2:21-cv-00127 (D. Nev. Sept. 13, 2021) (denying motion to remand)
- Enforcement of Settlement Agreement: Insured and title insurer entered into a binding settlement agreement where the parties reached an agreement on all material terms – <u>First Am.</u> <u>Title Ins. Co. v. Sadek</u>, No. 2:11-cv-01302 (D.N.J. Sept. 8, 2021)
- Motion to Vacate: Closing agent did not have right to vacate judgment entered in favor of title
 insurer where closing agent failed to timely oppose title insurer's summary judgment motion –
 First Am. Title Ins. Co. v. Successful Abstract, LLC, No. 657208/2020 (N.Y. Sup. Ct. Sept. 13, 2021)

Related Practices

Real Property Litigation Consumer Finance Title Insurance

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