

1 THE MANSHIP LAW FIRM  
2 PENNY J. MANSHIP, ESQ., SBN 198077  
3 20929 Ventura Blvd., Suite 47-446  
4 Woodland Hills, CA 91364  
5 Telephone: 818/313-9090  
6 Fax: 818/313-9030  
7 [pmanship@msn.com](mailto:pmanship@msn.com)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**08/22/2012** at 02:53:00 PM  
Clerk of the Superior Court  
By Enrique Veloz, Deputy Clerk

8 EDGAR LAW FIRM LLC  
9 JOHN F. EDGAR  
10 1032 Pennsylvania Avenue  
11 Kansas City, MO 64105  
12 Telephone: 816/531-0033  
13 Fax: 816/531-3322  
14 [jfe@edgarlawfirm.com](mailto:jfe@edgarlawfirm.com)

15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **ORANGE COUNTY**

18 RENE MARENTES and MARTHA  
19 MARENTES, Husband and Wife, on Behalf  
20 of Themselves, and All Others Similarly  
21 Situated,

22 Plaintiffs,

23 v.

24 IMPAC MORTGAGE HOLDINGS, INC.;  
25 IMPAC FUNDING CORPORATION; and  
26 DOES 1 through 100 inclusive

27 Defendant.

CASE NO. 30-2012-00565615-CU-BT-CXC  
Assigned for all purposes to Hon. Kim G.  
Dunning, Dept. CX104

CLASS ACTION

FIRST AMENDED COMPLAINT FOR  
DAMAGES

DEMAND FOR JURY TRIAL

28 Plaintiffs Rene Marentes and Martha Marentes, husband and wife, (“Plaintiffs” or  
“Marentes”), on behalf of themselves and all others similarly situated, bring this action against  
Defendants Impac Mortgage Holdings, Inc. and Impac Funding Corporation (collectively  
hereinafter “Impac” or “Defendants”), and state as follows:

**NATURE OF ACTION**

1. Plaintiffs file this class action on behalf of themselves and all others similarly

1 situated to obtain damages, restitution, and injunctive relief for the Class, as defined *infra* at  
2 paragraph 37, from Impac.

3 2. As alleged more fully herein, Impac marketed and sold services designed to  
4 help financially struggling homeowners modify their mortgages.

5 3. During the Class Period, defined *infra* at paragraph 37, Impac solicited to  
6 homeowners throughout California offers to perform a mortgage loan modification.

7 4. Impac required homeowners wishing to obtain a mortgage loan modification to  
8 first pay an upfront fee before Impac completed the loan modification.

9 5. Impac's demand for, and collection of, a fee prior to all mortgage loan  
10 modification services being performed is in violation of applicable California law and has  
11 damaged Plaintiffs and other class members. As the servicer of loans, Impac's collection of  
12 the upfront fee from borrowers in connection with the modification of loans they are servicing  
13 is unlawful.  
14

### 15 **JURISDICTION AND VENUE**

16 6. This Court has subject matter jurisdiction over this class action pursuant to Cal.  
17 Code of Civ. Proc. § 382. Plaintiffs, all Class members, and Defendants are all citizens of the  
18 State of California.  
19

20 7. Venue is proper in this judicial district because Defendants reside and maintain  
21 their executive offices and principal place of business within this County, Defendants conduct  
22 substantial business throughout this County, a substantial part of the events and/or omissions  
23 giving rise to Plaintiffs' claims took place within and/or were directed from this district, and  
24 defending an action here would pose no undue burden on Defendants.  
25

### 26 **PARTIES**

27 8. Plaintiffs Rene Marentes and Martha Marentes are husband and wife. Both are  
28

1 residents of the state of California, and were exposed to Defendants' misleading  
2 advertisements and unfair business practices in the state of California. In response to  
3 Defendants' misleading ad campaign and unfair business practices, Plaintiffs twice purchased  
4 mortgage loan modification services from Defendants. Plaintiffs were required to pay for these  
5 services in full before all mortgage loan modification work was performed in violation of  
6 California law.

7  
8 9. Defendant Impac Mortgage Holdings, Inc. is a corporation organized and  
9 existing under the laws of the State of Maryland, with its headquarters and principal place of  
10 business at 19500 Jamboree Road, Irvine, California 92612. Defendant is thus a citizen of both  
11 Maryland and California. Impac Mortgage Holdings, Inc. is registered to and does conduct  
12 business in California. Plaintiffs are informed and believe and thereon allege, Impac Mortgage  
13 Holdings, Inc. has marketed and sold its mortgage loan modification services to thousands of  
14 California consumers.

15  
16 10. Defendant Impac Funding Corporation is a corporation organized and existing  
17 under the laws of the State of Maryland, with its headquarters and principal place of business  
18 at 19500 Jamboree Road, Irvine, California 92612. Defendant is thus a citizen of both  
19 Maryland and California. Impac Funding Corporation is registered to and does conduct  
20 business in California. Plaintiffs are informed and believe and thereon allege, Impac Funding  
21 Corporation has marketed and sold its mortgage loan modification services to thousands of  
22 California consumers.

23  
24 11. Plaintiffs are unaware of the true names and capacities of defendants sued  
25 herein as DOES 1 through 100, inclusive, and are unaware of exactly how their conduct  
26 contributed to the damages alleged in this Complaint, and therefore sue those defendants by  
27 fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities  
28

1 and conduct of these defendants when they are ascertained. Plaintiffs are informed and believe  
2 and thereon allege that each of the fictitiously named defendants is in some manner  
3 responsible and liable for the acts, omissions, events, transactions, and damage described in  
4 this Complaint. Plaintiffs are informed and believe and thereon allege that DOES 1 through  
5 100, inclusive, are citizens of California.

6  
7 12. Plaintiffs are informed and believe and thereon allege that defendants identified  
8 in this Complaint, and defendants identified as DOES 1 through 100 were involved in some or  
9 all aspects of the marketing and sale of Impac's mortgage loan modification services (as  
10 defined herein). All defendants are hereinafter collectively referred to as "DEFENDANTS."

11 13. The use of the term DEFENDANTS, "defendants" or "Defendants" in any of  
12 the allegations in this Complaint, unless specifically alleged otherwise, is intended to include  
13 and charge, both jointly and severally, not only the defendants identified in this Complaint, but  
14 also all defendants designated as DOES 1 through 100, inclusive, as though the term  
15 "defendants" was followed in every instance throughout this Complaint with the phrase "and  
16 each of them jointly and severally, including all named Defendants and defendants included  
17 herein and sued under the fictitious names of DOES 1 through 100, inclusive."

18  
19 14. Plaintiffs allege on information and belief that certain acts, omissions, events,  
20 transactions, and damage of which the Plaintiffs are currently unaware proximately caused the  
21 damages which the Plaintiffs seek to recover in this action. The Plaintiffs will seek leave to  
22 amend this Complaint to allege such acts, omissions, events, transactions, and damage when  
23 they are ascertained, or will prove them at the time of trial.

24  
25 15. The Plaintiffs are informed and believe and thereon allege that DEFENDANTS,  
26 at all times herein mentioned, were the partners, joint venturers, agents and / or employees of  
27 each other defendant and in doing the things alleged herein were acting within the scope of  
28

1 their authority as such agents and employees and with the permission and consent of all other  
2 DEFENDANTS.

3 16. The Plaintiffs are informed and believe and thereon allege that DEFENDANTS  
4 have, and at all times herein mentioned had, a joint economic and business interest, goal and  
5 purpose in the marketing and sale of mortgage loan modification services that is the subject of  
6 this lawsuit.

7  
8 17. Impac Mortgage Holdings, inc. is a publicly traded holding corporation. Impac,  
9 through subsidiaries including Impac Wholesale, Impac Mortgage, and Impac Lending,  
10 provides mortgage and real estate services such as mortgage lending, portfolio loss mitigation,  
11 and title and escrow services. Impac Funding Corporation is a master servicer of mortgage  
12 loans and investor in mortgage loans.

13  
14 18. Impac also provides mortgage loan modification services. In the years ending  
15 December 31, 2009 and 2010, Impac reported \$17.525 and \$11.741 million in mortgage loan  
16 modification fee revenues, respectively.

17  
18 19. Around April of 2009, Plaintiffs attempted to modify their mortgage through  
19 Countrywide Financial/Bank of America, the servicer of their mortgage loan. Plaintiffs were  
20 not required to pay any fee for loan modification services at that time. At that point in time,  
21 Plaintiffs' home was in foreclosure because they had been unable to make their increased  
22 monthly mortgage payments for a number of months after their original adjustable interest rate  
23 increased.

24  
25 20. Plaintiffs resided in their home with their small children and were desperate to  
26 keep their home. Plaintiffs needed a loan modification to be able to bring their monthly  
27 mortgage payments down to an amount they could afford so they could keep their home.

28 21. After approximately three months, and after completing all necessary

1 paperwork, and providing all requested documentation, Bank of America informed Plaintiffs  
2 that they could not modify their loan because Impac would not approve the loan modification.  
3 At this point in time, Plaintiffs' home was only a few months away from a foreclosure sale, and  
4 Plaintiffs were desperately in need of modifying their loan because their home was worth  
5 much less than they owed on their mortgage. Therefore, Plaintiffs could not qualify to  
6 refinance their home with a more affordable loan and could not sell it for what they owed on  
7 the loan.  
8

9 22. Bank of America suggested that Plaintiffs contact Impac directly in an effort to  
10 modify their mortgage. Plaintiffs did so, and were asked to pay an upfront fee for a loan  
11 modification. Plaintiffs requested that Impac waive the upfront fee, and attempt to postpone  
12 the foreclosure sale. Impac refused to do either.

13 23. After Impac refused to waive their upfront mortgage loan modification fee,  
14 Plaintiffs' home was going to be put up for auction as part of the foreclosure process within  
15 the next three months. In order to stop the imminent foreclosure of their home, Plaintiffs' only  
16 option was to file for bankruptcy protection.  
17

18 24. Plaintiffs successfully completed their bankruptcy around February of 2010.

19 25. During the Class Period, defined *infra* at paragraph 37, Defendants solicited to  
20 homeowners throughout California offers to perform a mortgage loan modification.  
21

22 26. One such solicitation was received by Plaintiffs on February 26, 2010. In this  
23 letter, Impac represented that it was "reaching out to all of its portfolio customers . . . to offer a  
24 special 'One Time' modification to the terms of their existing loan." As part of the loan  
25 modification, Impac processes all documentation necessary to complete the modification. The  
26 February 26, 2010 solicitation letter states that a \$2,495.00 "fee must be paid in full before the  
27 modification process can begin."  
28

1           27.     After submitting the requested financial documents in response to the February  
2 26, 2010, solicitation letter, on March 8, 2010, Plaintiffs received from Impac an “Official  
3 Approval” letter. The letter stated: “**This is a guaranteed, Upfront Modification Approval**  
4 **with Exact Terms provided.**” (Emphasis in original.) However, this “Official Approval”  
5 letter did not, in fact, provide the “Exact Terms” of the loan modification because it failed to  
6 include the loan balance or monthly payment amounts. Moreover, the mortgage loan  
7 modification process was not yet complete and the letter informed Plaintiffs that “[t]he loan  
8 modification requires a fee of \$2,495.00” and that “[t]his fee must be paid in full before the  
9 modification process can begin.”  
10

11           28.     On March 22, 2010, Plaintiffs paid to Impac the \$2,495.00 fee to begin the  
12 modification process. Plaintiffs paid the \$2,495.00 fee on their credit card. Plaintiffs did not  
13 know that it was illegal for Impac to claim, demand, charge, collect, or receive an upfront fee  
14 before the loan modification was complete. If Plaintiffs knew that it was illegal to charge this  
15 upfront fee, Plaintiffs would not have paid it.  
16

17           29.     Plaintiffs’ mortgage loan modification was finalized on October 1, 2010.  
18 Plaintiffs paid monthly payments, including monthly interest charges, on the \$2,495.00  
19 charged on their credit card during the period from March 22, 2010, until at least October 1,  
20 2010. Plaintiffs were without their money, and lost \$2,495.00 on their credit card line, from  
21 March 22, 2010, until at least October 1, 2010, when the mortgage loan modification was  
22 completed. Therefore, for at least six months, Plaintiffs lost money and/or their credit because  
23 of Impac's conduct.  
24

25           30.     On or about May 31, 2011, Plaintiffs received from Impac another solicitation  
26 letter for a mortgage loan modification similar to the one described in paragraph 10, *supra*. In  
27 this letter, Impac represented it was “reaching out to all of its portfolio customers to determine  
28

1 if you qualify for any special modification programs we may be offering to borrowers who are  
2 experiencing financial hardship.”

3 31. As Plaintiffs were still having financial difficulties and were desperate to lower  
4 their monthly mortgage payments, Plaintiffs applied immediately for this modification offer  
5 and received an “Official Approval” letter on the very same day. Like the first “Official  
6 Approval” letter, this letter demanded a fee of \$1,995.00 that “must be paid in full before the  
7 modification process takes effect.”  
8

9 32. Plaintiffs paid to Impac the fee of \$1,995.00 in three installments on May 31,  
10 2011, June 15, 2011, and July 1, 2011. The loan modification process was not completed until  
11 after the entire \$1,995.00 payment was received.

12 33. Defendants offered to perform mortgage loan modifications to all Class  
13 Members in the state of California.

14 34. Defendants required all Class Members to, and all Class Members did, pay an  
15 upfront fee before all mortgage loan modification services were performed by Defendants.  
16

17 35. Pursuant to California law, including Civil Code § 2944.7, Defendants are not  
18 entitled to demand any fee for mortgage loan modification services (let alone actually collect  
19 the fee) until it performs each and every service which it has been contracted to perform.  
20 According to Impac’s own statements, it demanded the payment of a fee either “before the  
21 modification process can begin” or “before the modification process takes effect.” Thus,  
22 Impac’s collection of the advance fees was improper under applicable law.  
23

24 36. As the servicer of all Class Members' loans, Impac was not allowed to charge  
25 Class Members upfront fees in connection with the modification of the loans Defendants were  
26 servicing. Therefore, it was illegal for Impac to collect the fees that they charged all Class  
27 Members for mortgage loan modifications as alleged in this complaint.  
28



1 **CLASS DEFINITION AND ALLEGATIONS**

2 37. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure,  
3 Plaintiffs bring this action on behalf of themselves and members of a Class defined as:

4 All persons, who are citizens of California, who purchased Defendants'  
5 mortgage loan modification services after October 11, 2009, until the date  
6 notice is provided to the Class. Excluded from the Class are Defendants;  
7 officers, directors, and employees of Defendants; any entity in which  
8 Defendants have a controlling interest; the affiliates, legal representatives,  
9 attorneys, heirs, and assigns of Defendants; any federal, state, or local  
10 government entity; and any judge, justice, or judicial officer presiding over this  
11 matter and the members of their immediate families and judicial staffs.

12 38. ***Applicable Law.*** This Court properly can and should apply California law to  
13 all of the claims and issues asserted herein. Certification of the Class under the laws of the  
14 State of California is appropriate because:

15 (a) Impac is a corporation conducting substantial business in and from  
16 California;

17 (b) Impac's principal place of business and corporate headquarters are  
18 located in California;

19 (c) Decisions regarding Impac's representations and omissions regarding its  
20 mortgage loan modification services were made in and from California;

21 (d) Impac's marketing, promotional activities, and literature are coordinated  
22 at, emanate from, and/or are developed at its California headquarters;

23 (e) The statutory consumer protection claims asserted in this Complaint  
24 may appropriately be brought on behalf of California Class members; and

25 (f) All Class members are citizens of California.

26 39. ***Numerosity.*** The members of the Class are so numerous that joinder of all  
27 members of the Class is impracticable. Plaintiffs are informed and believe and thereon allege  
28 that the proposed Class contains thousands of purchasers of mortgage loan modification

1 services who have been damaged by Defendants' conduct as alleged herein. The precise  
2 number of Class members is unknown to Plaintiffs. The true number and identities of Class  
3 members is known by the Defendants, however, and thus potential Class members may be  
4 notified of the pendency of this action by first class mail, electronic mail, and/or published  
5 notice.

6  
7 40. ***Existence and Predominance of Common Questions of Law and Fact.*** This  
8 action involves common questions of law and fact, which predominate over any questions  
9 affecting individual Class members. Common questions of law and fact include, but are not  
10 limited to, the following:

11 (a) whether Defendants claimed, demanded, charged, collected, or received  
12 compensation for mortgage loan modification services in violation of California law;

13 (b) whether the claims discussed above are true, or are misleading, or  
14 reasonably likely to deceive;

15 (c) whether Defendants' conduct was unfair, unlawful, and/or fraudulent;

16 (d) whether Defendants' alleged conduct violates public policy;

17 (e) whether the alleged conduct constitutes violations of the laws asserted;

18 (f) whether Defendants engaged in false or misleading advertising;

19 (g) whether Plaintiffs and Class members have sustained monetary loss and  
20 the proper measure of that loss; and  
21

22 (h) whether Plaintiffs and Class members are entitled to injunctive relief.

23  
24 41. ***Typicality.*** Plaintiffs' claims are typical of the claims of the members of the  
25 Class because, *inter alia*, all Class members were injured through the uniform misconduct  
26 described above, were subject to Defendants' deceptive statements, including deceptive claims  
27 that accompanied the sale of Defendants' mortgage loan modification services. Plaintiffs are  
28

1 advancing the same claims and legal theories on behalf of themselves and all members of the  
2 Class.

3 42. ***Adequacy of Representation.*** Plaintiffs will fairly and adequately protect the  
4 interests of the members of the Class. Plaintiffs have retained highly competent counsel and  
5 experienced class action attorneys to represent their interests and that of the Class. Plaintiffs  
6 and their counsel have the necessary financial resources to adequately and vigorously litigate  
7 this class action. Plaintiffs have no adverse or antagonistic interests to those of the Class.  
8 Plaintiffs are willing and prepared to serve the Court and the Class members in a  
9 representative capacity with all of the obligations and duties material thereto and are  
10 determined to diligently discharge those duties by vigorously seeking the maximum possible  
11 recovery for Class members.  
12

13 43. ***Superiority.*** A class action is superior to other available means for the fair and  
14 efficient adjudication of this controversy since individual joinder of all Class members is  
15 impracticable. The damages or other financial detriment suffered by individual Class members  
16 is relatively small compared to the burden and expense that would be entailed by individual  
17 litigation of their claims against the Defendants. It would thus be virtually impossible for the  
18 Class, on an individual basis, to obtain effective redress for the wrongs done to them.  
19 Furthermore, even if Class members could afford such individualized litigation, the court  
20 system could not. Individualized litigation would create the danger of inconsistent or  
21 contradictory judgments arising from the same set of facts. Individualized litigation would also  
22 increase the delay and expense to all parties and the court system from the issues raised by this  
23 action. By contrast, the class action device provides the benefits of adjudication of these issues  
24 in a single proceeding, economies of scale, and comprehensive supervision by a single court,  
25 and presents no unusual management difficulties under the circumstances here.  
26  
27  
28



1 by the borrower” under § 2944.7(a).

2 50. Defendants violated § 2944.7(a)(1) by demanding and collecting compensation  
3 from Plaintiffs and other Class members before they fully performed each and every service  
4 they contracted to perform.

5 51. Plaintiffs and the Class reserve the right to allege other violations of law which  
6 constitute other unlawful business acts or practices. Such conduct is ongoing and continues to  
7 this date.

8 52. Defendants’ actions also constitute “unfair” business acts or practices because,  
9 as alleged above, *inter alia*, Defendants engage in false advertising, misrepresent and omit  
10 material facts regarding their mortgage loan modification services, and thereby offend an  
11 established public policy, and engage in immoral, unethical, oppressive, and unscrupulous  
12 activities that are substantially injurious to consumers.

13 53. As stated in this Complaint, Plaintiffs allege violations of consumer protection,  
14 unfair competition and truth in advertising laws, resulting in harm to consumers. Defendants’  
15 acts and omissions also violate and offend the public policy against engaging in false and  
16 misleading advertising, unfair competition and deceptive conduct towards consumers. This  
17 conduct constitutes violations of the unfair prong of Business & Professions Code § 17200, *et*  
18 *seq.*

19 54. There were reasonably available alternatives to further Defendants’ legitimate  
20 business interests, other than the conduct described herein.

21 55. Business & Professions Code § 17200, *et seq.*, also prohibits any “fraudulent  
22 business act or practice.”

23 56. Defendants’ actions, claims, nondisclosures, and misleading statements, as  
24 alleged in this Complaint, were false, misleading and likely to deceive the consuming public  
25

1 within the meaning of Business & Professions Code § 17200, *et seq.*

2 57. Plaintiffs and other members of the Class have in fact been deceived as a result  
3 of their reliance on Defendants' material representations and omissions, which are described  
4 above. This reliance has caused harm to Plaintiffs and other members of the Class who each  
5 purchased Defendants' mortgage loan modification services. Plaintiffs and the Class members  
6 have suffered injury in fact and lost money as a result of these unlawful, unfair, and fraudulent  
7 practices.  
8

9 58. As a result of its deception, Defendants have been able to reap unjust revenue  
10 and profit.

11 59. Unless restrained and enjoined, Defendants will continue to engage in the  
12 above-described conduct. Accordingly, injunctive relief is appropriate.

13 60. Plaintiffs, on behalf of themselves, all others similarly situated, and the general  
14 public, seek restitution and disgorgement of all money obtained from Plaintiffs and the  
15 members of the Class collected as a result of unfair competition and all other relief this Court  
16 deems appropriate, consistent with Business & Professions Code § 17203.  
17

18 **PRAYER FOR RELIEF**

19 Wherefore, Plaintiffs pray for a judgment:

- 20 A. Certifying the Class as requested herein;  
21 B. Awarding Plaintiffs and the proposed Class members damages;  
22 C. Awarding restitution and disgorgement of Defendants' revenues to Plaintiffs  
23 and the proposed Class members;  
24 D. Awarding injunctive relief as permitted by law or equity, including: enjoining  
25 Defendants from continuing the unlawful practices as set forth herein, and directing Defendant  
26 to identify, with Court supervision, victims of its conduct and pay them restitution and  
27  
28

1 disgorgement of all monies acquired by Defendants by means of any act or practice  
2 declared by this Court to be wrongful;

3 E. Ordering Defendants to engage in a corrective advertising campaign;

4 F. Awarding attorneys' fees and costs;

5 G. Attorneys' fees pursuant to contract and Code of Civil Procedure section  
6 1021.5;

8 H. Awarding pre-judgment and post-judgment interest at the legal rate; and

9 I. Providing such further relief as may be just and proper.

10 **JURY DEMAND**

11 Plaintiffs demand a trial by jury on all issues so triable.

12 Dated: August 22, 2012

13 THE MANSHIP LAW FIRM

14 

15 By: \_\_\_\_\_  
16 PENNY J. MANSHIP, ESQ  
17 Attorneys for Plaintiffs and Class  
18 Representatives Rene Marentes and Martha  
19 Marentees  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**  
**Marentes v. IMPAC Mortgage Holdings, Inc., et al.**  
**Orange County Superior Court Case No. 30-2012-00565615-CU-BT-CXC**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over the age of eighteen years and not a party to the within action. My business address is The Manship Law Firm, 20929 Ventura Blvd., Suite 47-446, Woodland Hills, California 91364. I am employed at that address at The Manship Law Firm. On the date set forth below I served the document(s) described as:

**CLASS ACTION FIRST AMENDED COMPLAINT**

on all the interested parties in this action, by placing: [ ] the original [xx] true copies thereof enclosed in sealed envelopes, addressed as follows, which addresses are the addresses last given by the respective addressees on any document filed in the above case and served on The Manship Law Firm:

**VIA EMAIL & US MAIL**  
John T. Brooks, Esq.  
MCKENNA LONG & ALDRIDGE LLP  
600 West Broadway, Suite 2600  
San Diego, CA 92101-3372  
Phone: 619-236-1414  
Fax: 619-744-3683  
E-Mail: [jtbrooks@mckennalong.com](mailto:jtbrooks@mckennalong.com)  
Attorneys for IMPAC MORTGAGE HOLDINGS, INC.

**VIA EMAIL ONLY**  
Jess R. Bressi, Esq.  
Ryan C. Stottlemeyer, Esq.  
MCKENNA LONG & ALDRIDGE LLP  
2050 Main Street, Suite 600  
Irvine, CA 92614  
Phone: 949-732-3700  
Fax: 949-732-3739  
E-Mail: [jbressi@mckennalong.com](mailto:jbressi@mckennalong.com)  
E-Mail: [rstottlemeyer@mckennalong.com](mailto:rstottlemeyer@mckennalong.com)  
Attorneys for IMPAC MORTGAGE HOLDINGS, INC.

**VIA EMAIL ONLY**  
John F. Edgar, Esq.  
EDGAR LAW FIRM LLC  
1032 Pennsylvania Avenue  
Kansas City, MO 64105  
Phone: 816-531-0033  
Fax: 816-531-3322  
E-Mail: [jfe@edgarlawfirm.com](mailto:jfe@edgarlawfirm.com)  
Attorneys for Plaintiffs

**[ XX ] BY US MAIL (where indicated above):** On the date set forth below I deposited such envelope(s), in a mailbox regularly maintained by the U.S. Postal Service in Woodland Hills, California. The envelope(s) was/were deposited with postage thereon fully prepaid.

**[ XX ] BY E-MAIL (where indicated above):** On the date indicated below, I caused the above described document to be sent to counsel on the attached list via e-mail to the e-mail addresses on the attached list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22<sup>ND</sup> day of August, 2012, at Woodland Hills, California.

  
\_\_\_\_\_  
Penny J. Manship