

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 – [Munoz v. CitiMortgage, Inc.](#), 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 – [Munoz v. CitiMortgage, Inc.](#), 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.S. Bank Nat’l Ass’n v. Fidelity Nat’l Title Grp., Inc.](#), 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 – [First Am. Title Ins. Co. v. Sadek](#), 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)

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