

Defendant argues that plaintiff's December 10, 2008, letter requested documents and raised issues relating to loan *origination*, not to loan *servicing*, and thus did not require a response under RESPA. Under the relevant section,

[i]f any servicer of a federally related mortgage loan receives a qualified written request from the borrower (or an agent of the borrower) for information *relating to the servicing of such loan*, the servicer shall provide a written response.

[12 U.S.C. 2605](#) (e) (1) (A) (emphasis added).

"Servicing" is defined as "receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan, including amounts for escrow accounts . . . and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan." [12 U.S.C. 2605](#) (i) (3).

These issues, as well as the documents requested in the letter, all relate not to the ongoing servicing of the loan, but rather to the circumstances surrounding its inception. As such, no response was required from defendant, and the lack of such a response does not constitute a violation of RESPA. Accordingly, as to plaintiff's fourth claim, defendant's motion to dismiss is GRANTED. **BROSNAN v. COUNTRYWIDE HOME LOANS INC.** (N.D.Cal. 10-5-2009)