

UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

**SUMMARY ORDER**

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 3<sup>rd</sup> day of April, two thousand seventeen.

PRESENT: DENNIS JACOBS,  
ROBERT D. SACK,  
Circuit Judges,  
PAUL A. ENGELMAYER,  
District Judge.\*

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WESTON WRIGHT, CARLENE WRIGHT,  
Plaintiffs-Appellants,

-v.-

16-2842

GREEN TREE SERVICING LLC,  
Defendant-Appellee,

HOUSEHOLD FINANCE REALTY CORPORATION OF  
NEW YORK,  
Defendant.

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\* Judge Paul A. Engelmayer, United States District Judge for the Southern District of New York, sitting by designation.

1 **FOR APPELLANTS:**

DANIEL A. EDELMAN, Tiffany N.  
Hardy; Edelman, Combs, Lattuner &  
Goodwin, LLC, Chicago, IL.

Philip D. Stern, Andrew T.  
Thomasson; Stern Thomasson LLP,  
Springfield, NJ.

9 **FOR APPELLEES:**

MARTIN C. BRYCE, JR., Justin  
Angelo; Ballard Spahr LLP,  
Philadelphia, PA & New York, NY.

13 Appeal from a judgment of the United States District Court  
14 for the Southern District of New York (Carter, J.).

16 **UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED AND**  
17 **DECREEED** that the judgment of the district court be **AFFIRMED**.

19 Carlene and Weston Wright appeal from the judgment of the  
20 United States District Court for the Southern District of New  
21 York (Carter, J.), dismissing their complaint pursuant to Rule  
22 12(b)(6) of the Federal Rules of Civil Procedure. We review that  
23 dismissal de novo, accepting all factual allegations in the  
24 complaint as true and drawing all reasonable inferences in the  
25 plaintiffs' favor. Chambers v. Time Warner, Inc., 282 F.3d 147,  
26 152 (2d Cir. 2002). We assume the parties' familiarity with the  
27 underlying facts, the procedural history, and the issues  
28 presented for review.

29 Defendant Green Tree Servicing LLC ("Green Tree") owns and  
30 services a mortgage loan on the Wrights' home. The Wrights  
31 allege that, when Green Tree acquired the loan from another  
32 entity, Green Tree's notice to the Wrights was deficient under  
33 the Truth in Lending Act ("TILA"), 15 U.S.C. § 1604, et seq.  
34 The district court held that the notice was sufficient.

35 The notice was sent by mail, dated June 11, 2014. J.A. 53.  
36 The subject line at the top of the notice identifies the loan  
37 in question by property address and by a new loan number that  
38 the Wrights had not seen before. It says: "On 5/16/2014, the  
39 creditor that is the owner of [the] above-referenced loan changed  
40 from" the Wrights' old creditor to Green Tree. Id. It adds that

1 the terms of the mortgage documents are unchanged, that any  
2 recording of the assignment of the mortgage would occur in the  
3 county where the mortgage was originally recorded, and that Green  
4 Tree is also the new servicer of the loan. Id. Contact  
5 information and hours of operation are provided. Id.

6 TILA requires that: "not later than 30 days after the date  
7 on which a mortgage loan is sold or otherwise transferred or  
8 assigned to a third party, the creditor that is the new owner  
9 or assignee of the debt shall notify the borrower in writing  
10 of such transfer, including—(A) the identity, address, telephone  
11 number of the new creditor; (B) the date of transfer; (C) how  
12 to reach an agent or party having authority to act on behalf  
13 of the new creditor; (D) the location of the place where transfer  
14 of ownership of the debt is recorded; and (E) any other relevant  
15 information regarding the new creditor." 15 U.S.C. § 1641(g).  
16 The notice in question appears on its face to satisfy these  
17 requirements, and the Wrights do not directly argue otherwise.

18 The statute, however, is implemented by a regulation (known  
19 as Regulation Z) that contains some particulars: in relevant  
20 part, that "[t]he disclosures required by this section shall  
21 identify the loan that was sold, assigned or otherwise  
22 transferred, and state" four enumerated pieces of information  
23 that are largely restatements (with some additional details)  
24 of the statutory requirements quoted above. 12 C.F.R.  
25 § 226.39(d). The Wrights argue that the notice is defective not  
26 because it fails to include any of the enumerated items, but  
27 because it insufficiently "identif[ies] the loan."

28 The notice specifies the loan by a loan number and by the  
29 property address. J.A. 53. The loan number did not identify  
30 the loan for the Wrights, because it was a new number (assigned  
31 by Green Tree) that was previously unknown to them, rather than  
32 any number used by the prior creditor or servicer. And the  
33 Wrights argue that the property address, too, was insufficient  
34 identification, because there were two mortgages on the  
35 property, and the notice does not specify which one Green Tree  
36 acquired. They argue that Green Tree was required under TILA  
37 to provide notice specifically identifying the loan, and because  
38 the identification in the notice was ambiguous as between two  
39 loans, Green Tree is liable to them for violating the statute.

1       We disagree. The § 1641(g) disclosure requirement concerns  
2 the disclosure of information about the new creditor. The need  
3 to identify the particular debt acquired by the new creditor  
4 is implicit in the statute and is made explicit in the  
5 implementing regulation; but the substance and context of the  
6 disclosures is the information enumerated in items (A) through  
7 (E) of the statute and (1) through (4) of the regulation. The  
8 interpretation of the regulation, promulgated by the Consumer  
9 Finance Protection Bureau, provides that the disclosure "must  
10 identify the loan that was acquired or transferred," but the  
11 creditor "has flexibility in determining what information to  
12 provide for this purpose and may use any information that would  
13 reasonably inform a consumer which loan was acquired or  
14 transferred." 12 C.F.R. § 1026.39(d), Supp. I.

15       The notice sent by Green Tree does not include additional  
16 identifying information that would distinguish the mortgage loan  
17 it had acquired from other mortgages on the same property. But  
18 the notice included the enumerated disclosures that the statute  
19 and regulation require, and it identified the loan sufficiently  
20 to "reasonably inform" the consumer which debt was the subject  
21 of those disclosures.

22       Accordingly, and finding no merit in appellant's other  
23 arguments, we hereby **AFFIRM** the judgment of the district court.

24                               FOR THE COURT:  
25                               CATHERINE O'HAGAN WOLFE, CLERK