
**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

TH MSR Holdings, LLC,

Plaintiff,

v.

Unknown Heirs and Legatees of
Sopa Anaman; Chotirot Raweesri;
Julie Fox, as Special Representative
of Sopa Anaman; Unknown Owners and
Non-Record Claimants,

Defendants.

Case Number: 2024 CH 02970

Calendar 60

Honorable Debra A. Seaton,
Judge Presiding

Property Address:
3947 Center Avenue
Lyons, Illinois 60534

MEMORANDUM OPINION AND ORDER

DEBRA A. SEATON, Circuit Judge:

Plaintiff TH MSR Holdings, LLC's ("TH MSR") Motion to Dismiss Defendant CHOTIROT RAWEESRI's ("Raweesri") Counterclaims I and II pursuant to 735 ILCS 5/2-615 and 5/2-619(a)(9) is before this Court. Counterclaim I alleges a violation of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2601; *et seq.* Counterclaim II alleges a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1; *et seq.* For the following reasons, Plaintiff's Motion is GRANTED. Counterclaims I and II are both DISMISSED with PREJUDICE.

I. BACKGROUND

On April 8, 2024, Matrix Financial Services Corporation (“Matrix”) filed its foreclosure complaint against *inter alia* Rawessri. Matrix sought to foreclose its mortgage interest in the property located at 3947 Center Avenue in Lyons, Illinois (the “Property”). The Complaint alleges that no payments had been made since September 1, 2023.

Sopa Anaman (“Anaman”) signed the Mortgage on February 26, 2015 giving the mortgage interest in the Property to Mortgage Electronic Registration Systems, Inc. (“MERS”) as nominee for Caliber Home Loans. This was in consideration of a related note executed for \$128,800.00. The Mortgage was recorded on March 26, 2015 and later assigned to Matrix on March 4, 2024. The assignment was recorded on March 8, 2024. RoundPoint Mortgage Servicing LLC (“RoundPoint”) was the loan servicer.

On November 21, 2018, Anaman (the borrower) died. Her daughter, Raweesri, continued making monthly mortgage payments after her mother’s death. According to Raweesri, RoundPoint began rejecting her payments and declared the loan in default around the summer of 2023.

On July 16, 2024, Raweesri sent a letter to RoundPoint seeking to be recognized as a successor in interest. She also requested information regarding available loss mitigation options. The letter contained Anaman’s death certificate, Raweesri’s driver’s license, a copy of the Mortgage, and the Quitclaim Deed that

vested title in the property to Raweesri. It should be noted that Raweesri's letter was sent several months after the foreclosure complaint was filed.

On August 7, 2024, TH MSR Holdings, LLC was substituted in as Plaintiff.

RoundPoint responded to Raweesri's letter on August 26, 2024, RoundPoint provided a list of additional documentation required to recognize Raweesri as a successor in interest. RoundPoint asserts that Raweesri did not respond to this letter or provide the required documentation. Raweesri contends that she and her attorney never received any response. She alleges that RoundPoint's response letter was sent to an incorrect email address.

Raweesri filed her Answer and Counterclaims on January 27, 2025 alleging violations of RESPA and ICFA against TH MSR Holdings, LLC. She alleges that TH MSR Holdings, LLC failed to properly acknowledge or respond to her July 2024 successor in interest letter.

TH MSR Holdings, LLC filed its Motion to Dismiss Defendant's Counterclaims ("Motion") on May 27, 2025, The Motion was presented to the Court on June 18, 2025 and a briefing schedule entered. Raweesri's Response to Plaintiff's Motion to Dismiss was filed on July 16, 2025. TH MSR Holdings, LLC's Reply in Support of its Motion was filed on July 30, 2025. The Court heard oral arguments on the Motion on August 13, 2025 and took the Motion under advisement for the issuance of a written ruling. The Court rules as follows.

II. LEGAL STANDARD

735 ILCS 5/2-619

A “[d]efendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief.” 735 ILCS 5/2-619(a). Discretion to grant or deny the motion based on all of the factual evidence and questions raised by the parties is retained by the Court. 735 ILCS 5/2-619(c). All well-pled facts and all reasonable inferences from those facts are admitted to be true under a Section 2-619 motion to dismiss. *Kopf v. Kelly*, 2024 IL 127464, ¶63. The Court must construe the motion in the light most favorable to the non-moving party. *Id.* “A motion to dismiss pursuant to section 2-619 of the Code admits the legal sufficiency of the plaintiffs’ complaint, but asserts an affirmative defense or other matter that avoids or defeats the plaintiffs’ claim.” *Jackson v. Hehner*, 2021 IL App (1st) 192441, ¶25 (quoting *DeLuna v. Burciaga*, 223 Ill. 2d 49, 59).

“[T]he movant is essentially saying ‘Yes, the complaint was legally sufficient, but an affirmative matter exists that defeats the claim.’” *Jackson*, 2021 IL App (1st) 192441, ¶25 (quoting *Reynolds v. Jimmy John’s Enterprises, LLC*, 2013 IL App (4th) 120139, ¶31). “Dismissal is permitted based on certain listed ‘defects’ (735 ILCS 5/2-619(a)(1)-(8) (West 2020)) or some ‘other affirmative matter’ (735 ILCS 5/2-619(a)(9) (West 2020)) outside the complaint.” *Jackson*, 2021 IL App (1st) 192441, ¶25 (citing *Reynolds*, 2013 IL App (4th) 120139, ¶ 31).

735 ILCS 5/2-615

TH MSR Holdings, LLC also moves this Court to dismiss Defendant's Counterclaims pursuant to 735 ILCS 5/2-615. A motion to dismiss under 735 ILCS 5/2-615 "challenges the legal sufficiency of the (***) claim." *Kopf v. Kelly*, 2024 IL 127464, ¶63. A motion to dismiss under Section 2-615 requires the Court to construe the pleadings and other supporting documents in the most favorable light to the non-moving party. The motion "admits as true all well pleaded facts and all reasonable inferences from those facts." *Id.*

Illinois, as a fact pleading jurisdiction, requires a pleading to allege ultimate facts that satisfy each element of the cause of action. *Spillyards v. Abboud*, 278 Ill. App. 3d 663, 668 (1st Dist. 1996). A pleading should only be dismissed when it appears a party "cannot recover under any set of facts." *Kilburg v. Mohiddin*, 2013 IL App (1st) 113408, ¶20. "A cause of action should not be dismissed on the pleadings unless it clearly appears that no set of facts can be proved *under the pleadings* which will entitle the plaintiff to recover." *Van Horne v. Muller*, 185 Ill. 2d 299, 305 (1998) (emphasis added).

III. ANALYSIS

The question before this Court is whether or not Defendant's Counterclaims survive TH MSR Holdings, LLC's Motion to Dismiss. The Court will analyze each Counterclaim separately.

A. RESPA Counterclaim

Defendant's Counterclaim for an alleged violation of RESPA under federal regulations is analyzed first.

1. *Applicable Law*

Congress enacted RESPA to govern the servicing of mortgage loans and to provide certain protections to borrowers. Under RESPA, "[t]he term 'servicer' means the person responsible for servicing a loan (including the person who makes or holds a loan if such person also services the loan)." 12 U.S.C. § 2605(i)(2). RESPA imposes duties on loan *servicers* to respond to *borrower* inquiries and requests in a timely manner. 12 U.S.C. § 2605(e)(1)(A). "[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 acknowledging receipt of the correspondence within 5 days." *Id.*

A qualified written request ("QWR") under RESPA and its related regulations is a written correspondence from a *borrower* to a loan *servicer* that requests information related to the servicing of the Mortgage loan. Federal regulations define the term as follows:

Qualified written request means a written correspondence from the borrower to the servicer that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and either:

- (1) States the reasons the borrower believes the account is in error; or
- (2) Provides sufficient detail to the servicer regarding information relating to the servicing of the mortgage loan sought by the borrower.

12 C.F.R. § 1024.31

The Consumer Financial Protection Bureau (“CFPB”) issued the 2016 Mortgage Servicing Rule to address successors in interest, specifically heirs or others who acquire property from a borrower.¹ The duties imposed by regulations such as 12 C.F.R. § 1024.36(i) and 12 C.F.R. § 1024.38(b)(1)(vi) apply to servicers, not investors or other parties. A servicer who receives written communication indicating a person may be a successor in interest must respond by requesting the required documents to confirm that person’s status. 12 C.F.R. § 1024.36(i). A person is deemed a confirmed successor in interest once that person has provided satisfactory proof of both their identity and ownership. The servicer must then treat that person as a borrower for purposes of the mortgage servicing regulations. 12 C.F.R. § 1024.31.

A successor in interest is someone who has acquired an ownership interest in a property but was not the original borrower on the mortgage loan. 12 C.F.R. § 1024.31 “Confirmed successor in interest means a successor in interest once a servicer has confirmed the successor in interest’s identity and ownership interest in a property that secures a mortgage loan subject to this subpart.” *Id.*

RESPA does not extend a private cause of action to *potential* successors in interest for a servicer’s failure to properly acknowledge or respond to a successorship request. The CFPB’s commentary clearly states that the Mortgage Servicing Rules do not provide a *potential* successor in interest a private right of

¹ Consumer Financial Protection Bureau, *Small Servicers and Key Provisions of the 2016 Mortgage Servicing Rule* 1–3 (Aug. 4, 2016), <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/amendments-2013-mortgage-rules-under-real-estate-settlement-procedures-a-ct-regulation-x-and-truth-lending-act-regulation-z/>

action. Nor do the CFPB regulations provide a notice of error procedure for claims that a servicer made an inaccurate determination about successorship status or failed to comply with § 1024.36(i) or § 1024.38(b)(1)(vi).

2. Discussion

There are three reasons why the Defendant's Counterclaim brought under RESPA fails: (1) TH MSR Holdings, LLC is not a servicer and cannot be liable under RESPA for a servicing violation; (2) Defendant lacks standing under RESPA because she is not a borrower or a *confirmed* successor in interest; and (3) RoundPoint's response defeats any RESPA violation claim. Defendant's RESPA Counterclaim is accordingly dismissed with prejudice.

a. TH MSR Holdings Is Not a Loan Servicer Under RESPA and Cannot Be Held Liable for Servicing Violations

Plaintiff TH MSR Holdings, LLC is not a "servicer" and cannot be directly liable under RESPA. RESPA's servicing obligations apply to loan servicers defined as the person responsible for servicing the loan. The loan holder may be included only if it also directly services the loan. 12 U.S.C. § 2605(i)(2); *Medrano v. Flagstar Bank, FSB*, 704 F.3d 661, 665 (9th Cir. 2012). (Section 2605 of RESPA "provides an action for damages against mortgage-loan servicers who fail to respond to certain types of inquiries from borrowers").

Defendant's own pleadings admit that RoundPoint, not TH MSR Holdings LLC, was the loan servicer responsible for communicating with the borrowers and handling the loan. (Def.'s Answer & Countercls. ¶¶ 8, 10-11, 24-31.) Plaintiff TH MSR Holdings, LLC is the mortgagee and plays no role in the servicing of the loan.

No allegation is made that TH MSR Holdings, LLC ever serviced the loan or assumed any servicing duties. (Def.'s Answer & Countercls. ¶¶ 24-31.) The Mortgage itself distinguishes between ownership of the Note and the separate "Loan Servicer" which collects periodic payments and servicing obligations. (Pl.'s Compl., Mortgage ¶20.)

Defendant argues this distinction does not matter. Plaintiff should answer for the acts of its servicer under the theory of respondeat superior. However, a loan owner or assignee cannot be held vicariously liable for RESPA servicing violations when it did not itself perform the servicing.

Most courts have concluded that by Congress specifically limiting RESPA §2605's obligations to "servicers," it did not intend to extend liability to non-servicing assignees. Had Congress wanted loan holders to be liable for their servicers' RESPA duties, it would have used broader language like "no person" as it did in RESPA § 2607. *See Christiana Trust v. Riddle*, 911 F.3d 799, 804–05 (5th Cir. 2018). RESPA § 2605 expressly holds the obligations to "a servicer." Accordingly, TH MSR does not meet RESPA's definition of a "servicer." On this basis, the RESPA claim against it fails.

In *Christiana Trust*, a homeowner brought a counterclaim against both the loan servicer and the loan trustee owner for an alleged failure to respond to her loss mitigation application. The RESPA claim against the owner was dismissed. The United States Court of Appeals for the Fifth Circuit held that "as a matter of law, [the loan owner] is not vicariously liable for the alleged RESPA violations of its

servicer.” *Christiana Trust*, 911 F.3d at 804. This Court finds the reasoning of *Christiana Trust* persuasive.

Plaintiff TH MSR Holdings, LLC as a non-servicer assignee, cannot be directly liable under RESPA § 2605. Nor can it be liable for RoundPoint’s handling of Defendant’s request. Defendant’s RESPA Counterclaim is defeated as a matter of law. Dismissal is required under Section 2-619 with prejudice because TH MSR cannot be sued under this theory.

b. Defendant Raweesri Lacks Standing Under RESPA Because She Is
Neither a Borrower Nor a Confirmed Successor in Interest

Defendant’s RESPA claim also fails due to a lack of standing. The right to send a QWR under RESPA and to receive a response is a statutory right afforded exclusively to *borrowers* (or their authorized agents). 12 U.S.C. § 2605(e)(1)(A). Raweesri’s RESPA claim is dependent upon the allegation that RoundPoint failed to acknowledge or respond to her July 16, 2024, letter where she asserted her status as a successor in interest.

Raweesri admits in her Counterclaim that she never signed the Note. Nor did she ever assume the Loan. She was never personally obligated to the debt. Raweesri’s connection to the Loan is from inheriting the property after Anaman’s—the *actual borrower’s*—death.

A borrower under RESPA is “someone who is personally obligated on a loan—*i.e.*, someone who is actually borrowing money.” *Keen v. Helson*, 930 F.3d 799, 800 (6th Cir. 2019). “[S]igning a mortgage, or owning a home subject to one, does not make you a ‘borrower.’” *Id.* at 802.

“Congress could have said that ‘any person’ injured by a RESPA violation could sue. *Cf.* 42 U.S.C. § 3613(a)(1)(A). “[I]nstead, Congress said that only ‘borrowers’ could sue.” *Keen*, 930 F.3d at 804. “So expanding the term ‘borrower’ to include [Rasweesri] would not be ‘broadly construing’ RESPA—it would be rewriting it.” *Id.* at 805. This Court cannot rewrite a statute. *Id.* at 806. “By limiting RESPA’s causes of action to ‘borrowers,’ Congress limited the number of people that can sue. *Id.* Courts are not at liberty to rewrite a statute to better effectuate Congress’s purposes. *Id.*

The United States Supreme Court has stated in construing RESPA that every statute aims “not only to achieve certain ends, but also to achieve them by particular means,” and “[v]ague notions of statutory purpose provide no warrant for expanding” those chosen means. *Freeman v. Quicken Loans, Inc.*, 566 U.S. 624, 637 (2012). “This is especially true where such an expansion would entitle a whole new class of people to sue.” *Keen*, 930 F.3d at 806 *citing Lexmark International, Inc. v. Static Control Components, Inc.*, 572 U.S. 118, 128 (2014).

Illinois courts are held to the same standard. *Herndon v. Kaminski*, 2022 IL App (2d) 210297, ¶41 (Holding that Illinois courts may not enact or amend statutes. Courts cannot restrict or enlarge the meaning of an unambiguous statute. There is a difference between statutory interpretation and correcting legislation. Courts cannot judicially rewrite statutes. Nor can courts create new rights not suggested by statutory language.).

It is undisputed that Raweesri never signed the Note or Mortgage. The plain terms of RESPA, as well as case law, demonstrate that she cannot compel the issuance of a QWR response. These duties accrue *only to borrowers*. Raweesri is *not* a “borrower” on this loan. She is a potential heir or successor. Federal regulations confer the same rights available to a borrower *only when a* successor in interest becomes a “confirmed successor in interest.” 12 C.F.R. § 1024.30(d) (“A confirmed successor in interest shall be considered a borrower”). Raweesri is not a borrower or confirmed successor in interest with standing to bring this claim under RESPA. Accordingly, there is no private right of action available to Raweesri to enforce RESPA or its related regulations. *See Spraggins v. Caliber Home Loans, Inc.*, No. 3:20-cv-01906-S-BT, 2020 U.S. Dist. LEXIS 249011 (N.D. Tex. Dec. 31, 2020).

Courts have held that an unconfirmed successor has no standing to bring RESPA claims. Extending rights of a borrower to someone whom the servicer has not yet acknowledged or confirmed contradicts the regulatory scheme. In *Sharp*, the court denied an heir/co-mortgagor leave to add a RESPA claim because RESPA’s servicing duties run to “borrowers,” not mortgagors. Although the heir qualified as a successor in interest under 12 C.F.R. § 1024.38, the CFPB’s regulation provides no private right of action to non-borrowers. *Sharp v. Deutsche Bank National Trust Co.*, No. 14-cv-369-LM, 2015 U.S. Dist LEXIS 105968, at *16 (D.N.H. Aug. 11, 2015).

Similarly, in *Parsley v. Rushmore Loan Management Services LLC*, the court dismissed a RESPA claim because the defendant failed to submit documentation to

the servicer. The failure to allege whether or not the claimant was either a borrower or a confirmed successor in interest resulted in her inability to invoke RESPA's private right of action. *Parsley v. Rushmore Loan Management Services LLC*, No. 3:23-0525, 2024 U.S. Dist. LEXIS 29526 (S.D. W. Va. Feb. 21, 2024).

Decisions following the CFPB's rule commentary demonstrate that until the servicer confirms the successor's status, a potential or unconfirmed successor *is not* the borrower. Such a person cannot step into the borrower's shoes to assert a claim under RESPA until they have done so. Individuals who have not been confirmed as a successor in interest cannot assert claims under RESPA.

In this case, Raweesri was, at most, a "potential" or unconfirmed successor in interest when she sent the July 16, 2024 letter. She notified the servicer of Andaman's—the *borrower's*—death and her claim to ownership. The additional documents required by RoundPoint were not supplied. Consequently, she was never confirmed as a successor in interest and never achieved the status of a "borrower" under RESPA. As such, Defendant cannot maintain a RESPA claim in her own right.

c. RoundPoint's Response Defeats Any RESPA Violation Claim

Raweesri's pleading fails to establish a RESPA violation even if the proper party had been sued. Exhibits show that RoundPoint responded to Raweesri's letter on August 26, 2024 within RESPA's 30-day timeframe. RoundPoint acknowledged Raweesri's request and provided a list of additional documents needed to confirm

her claim. RoundPoint additionally requested proof of her relationship to Anaman and documents related to the Property's title transfer.

RESPA requires that "A servicer shall respond by providing the potential successor in interest with a written description of the documents the servicer reasonably requires to confirm the person's identity and ownership interest in the property." 12 C.F.R. § 1024.36(i)(1). RoundPoint's actions satisfy the statutory requirements of RESPA. Raweersi's failure to follow up and provide the correct documents caused her not to be confirmed as a successor in interest. This Court finds that RoundPoint—the servicer—did send a timely response from the exhibits introduced.

A RESPA claim requires a showing that the servicer failed to comply with its duties. RoundPoint complied with RESPA. This defeats Defendant's claim of proving a RESPA violation. Count I fails because there is no RESPA violation.

This Court finds that (1) TH MSR Holdings, LLC is not a servicer and cannot be liable under RESPA for a servicing violation; (2) Defendant lacks standing under RESPA because she is not a borrower or a confirmed successor in interest; and (3) RoundPoint's response defeats any RESPA violation claim. Accordingly, TH MSR Holdings, LLC's Motion to Dismiss is granted with prejudice as to Count I of the Counterclaim for violation of RESPA.

B. ICFA Counterclaim

The Court now analyzes Defendant's second Counterclaim brought under the Illinois Consumer Fraud and Deceptive Business Practices Act (ICFA).

1. *Applicable Law*

A claim under ICFA must allege an underlying unfair or deceptive business practice. Section 10a of ICFA provides that “[a]ny person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person.” 815 ILCS 505/10a. The complaint must allege:

(1) a deceptive act or practice by defendant; (2) defendant’s intent that plaintiff rely on the deception; (3) the occurrence of the deception in the course of conduct involving trade or commerce; and (4) actual damage to plaintiff; (5) proximately caused by the deception.

Avery u. State Farm Mutual Automobile Insurance Co., 216 Ill. 2d 100, 180 (2005).

ICFA has a statutory exemption/safe harbor for conduct that is authorized by law. Section 10b(1) of the Act provides that ICFA does not apply to “actions or transactions specifically authorized by laws administered by any regulatory body or officer acting under statutory authority of this State or the United States.” 815 ILCS 505/10b(1).

The Illinois Supreme Court has interpreted 815 ILCS 505/10b(1) to mean that a defendant cannot be liable under ICFA if the conduct is specifically authorized by laws enforced by a federal or state agency. *Price v. Philip Morris, Inc.*, 219 Ill. 2d 182, 241 (2005). This safe harbor requires affirmative acts or expressions of authorization by the regulatory body. *Id.* It explicitly rejects “mere compliance” as being sufficient. *Id.* The exemption applies even if the conduct might otherwise be considered unfair or deceptive by a trier of fact. *Id.* at 244.

Lender’s actions that are in accordance with RESPA requirements are “specifically authorized by law[].” 815 ILCS 505/10b(1). For purposes of the ICFA

exemption, such a lender's conduct would necessarily comply with RESPA. Section 10b(1) of ICFA exempts such conduct from ICFA liability. *Weatherman v. Gary-Wheaton Bank of Fox Valley, N.A.*, 186 Ill. 2d 472, 489 (1999).

Illinois courts recognize that ICFA cannot be used to circumvent other statutes. Where an ICFA theory is duplicitous of the same conduct under another statute that does not make the conduct actionable, courts will not permit the claim. *Laughlin v. Evanston Hospital*, 133 Ill. 2d 374, 390–91 (1990) (where conduct did not state a cause of action under Illinois Antitrust Act, it could not support an ICFA claim based on the same claim or conduct). A party cannot *dress up* a non-actionable violation of one law as an ICFA claim instead.

2. Discussion

Raweesri's Counterclaim II alleges that TH MSR Holdings, LLC's mishandling of her successor in interest request was an "unfair or deceptive" practice in violation of the ICFA. 815 ILCS 505/1; *et seq.* This is the same allegation made in the RESPA Counterclaim with an *additional framing of unfair conduct* under a state law statutory cause of action. Raweesri asserts that the failure to recognize her as successor in interest and respond to her letter was not accidental, but a deliberate tactic. Raweesri argues this offends public policy, causes consumer harm, and can be considered "unfair" under ICFA.

Raweesri's ICFA claim cannot survive because it is completely dependent on the RESPA claim which this Court has dismissed. The ICFA count hinges on whether RoundPoint improperly failed to acknowledge or respond to her July 2024

letter. As previously stated, Raweesri has no legal right to require a response to her request under RESPA. It is inconsistent to hold that conduct which does not qualify as a RESPA violation, can *stand alone* as violation of ICFA.

Illinois law does not allow one to circumvent the limits of a statutory scheme by *re-labeling* the claim under ICFA. *Laughlin*, 133 Ill. 2d at 390–91. Raweesri is not a borrower or confirmed successor in interest. She also improperly sued the mortgagee instead of the servicer. Raweesri failed to state a viable claim under RESPA. This means her ICFA claim cannot survive either. Illinois courts have rejected ICFA claims premised on alleged RESPA violations when the RESPA claim itself fails. *Johnson v. Matrix Financial Services Corp.*, 354 Ill. App. 3d 684, 698 (1st Dist. 2004).

Under ICFA's safe harbor provision, "actions or transactions specifically authorized by laws" cannot form the basis of liability. 815 ILCS 505/10b(1). The CFPB regulations expressly authorized the servicer to request documents it needs to verify Raweesri's identity and ownership interest. The servicer is allowed to withhold confirming her as a successor until such documentation is provided. Section 10b(1)'s safe harbor exempts a party from ICFA liability when complying with federal law. 815 ILCS 505/10b(1).

The Illinois Supreme Court's decision in *Weatherman* is instructive. In *Weatherman*, a bank's disclosure of the assignment-recording fee complied with RESPA. The Court held the bank was exempt from consumer-fraud liability. *Weatherman v. Gary-Wheaton Bank*, 186 Ill. 2d 472, 487-88 (1999). The Court

reasoned that “actions specifically authorized” by RESPA fall under ICFA’s exemption. *Id.* at 488. RoundPoint’s handling of the successor-in interest confirmation process as authorized by the CFPB’s regulations cannot be deemed an “unfair” practice as a matter of law.

Raweesri’s ICFA claim lacks causation and damages. Raweesri’s alleged harms (such as stress and fees accrued from losing the opportunity for loss mitigation while the loan remained in default) are not actionable even if there was no a safe harbor provision. Loss mitigation did not occur because Raweesri never supplied the documents that RoundPoint requested. These were necessary to confirm her as a successor in interest. TH MSR Holdings, LLC can not be held accountable for Raweesri’s failure to respond to RoundPoint’s request to provide supporting documentation.

Foreclosure fees, default interest, and the anxiety of facing foreclosure are all consequences of Raweeri’s own failure to respond to RoundPoint. Neither RoundPoint nor TH MSR Holdings, LLC prolonged the 2018 default which predates Raweesri’s letter request. The borrower’s death, non-payment of the loan, and Raweesri’s miscommunication regarding her successor in interest status all contributed to the situation in which she finds herself. Any attempt to link alleged unfair practices or conduct and damages is tenuous.

For these reasons, TH MSR Holdings, LLC’s Motion to Dismiss is granted with prejudice as to Count II of the Counterclaim for violation of ICFA.

IV. CONCLUSION

There is no actionable conduct as a matter of law under both Counterclaims. Accordingly, Plaintiff TH MSR Holdings, LLC's Motion to Dismiss Defendant's Counterclaims I and II is GRANTED. Defendant's Counterclaim I (alleging violations of RESPA) and Counterclaim II (alleging violations of ICFA) are both DISMISSED with PREJUDICE.

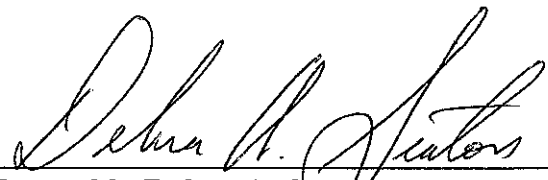
THE COURT HEREBY ORDERS AS FOLLOWS:

- (1) TH MSR Holdings, LLC's Motion to Dismiss Defendant's Counterclaims I and II is GRANTED; and
- (2) Raweesri's Counterclaims I and II are both DISMISSED with PREJUDICE.

IT IS SO ORDERED.

Date: September 2, 2025

ENTERED:


Honorable Debra A. Seaton 2199
Cook County Circuit Judge

ORDER PREPARED BY THE COURT
ccc.mfmlcalendar60@cookcountyil.gov
(312) 603-3894

