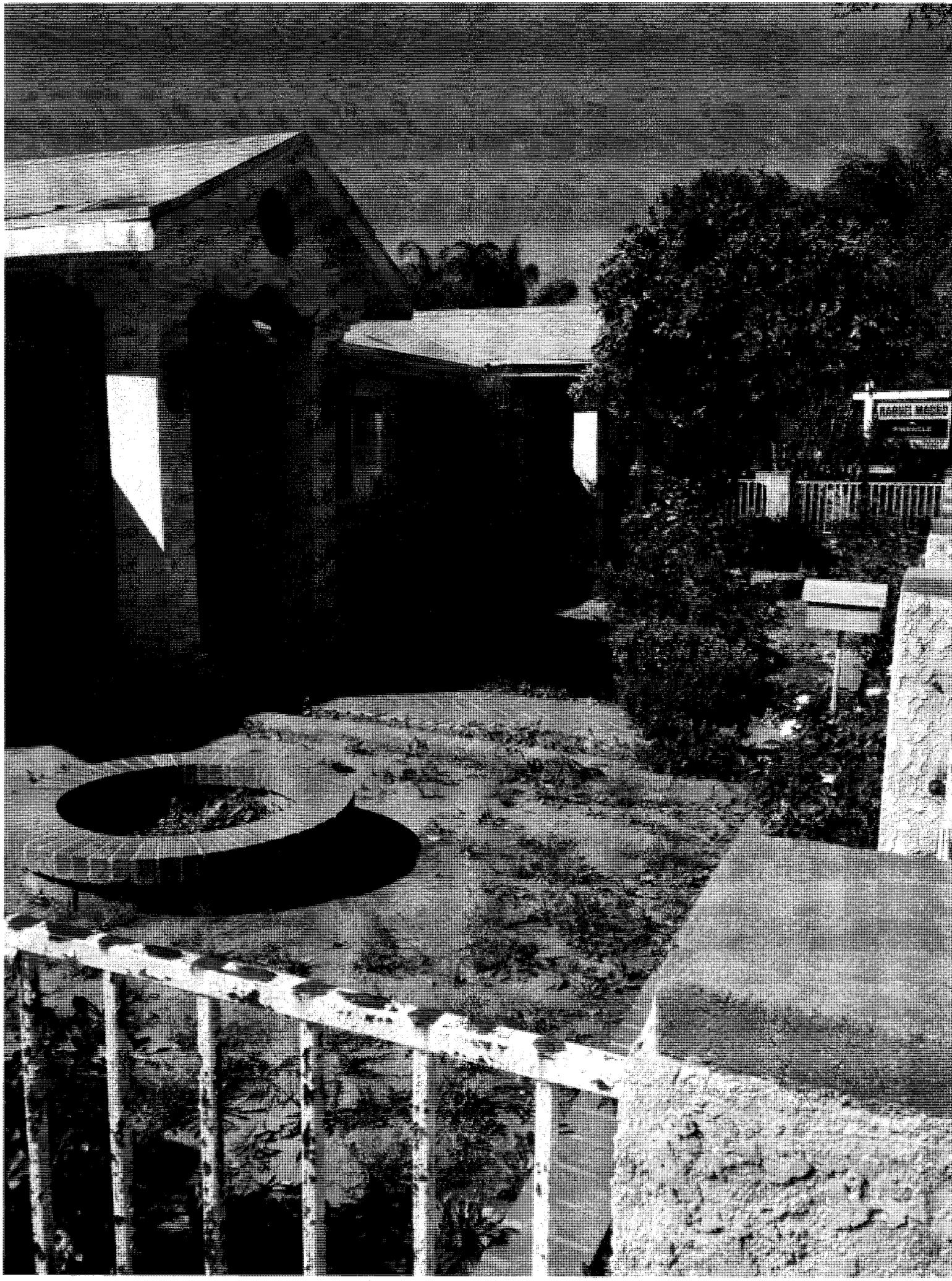


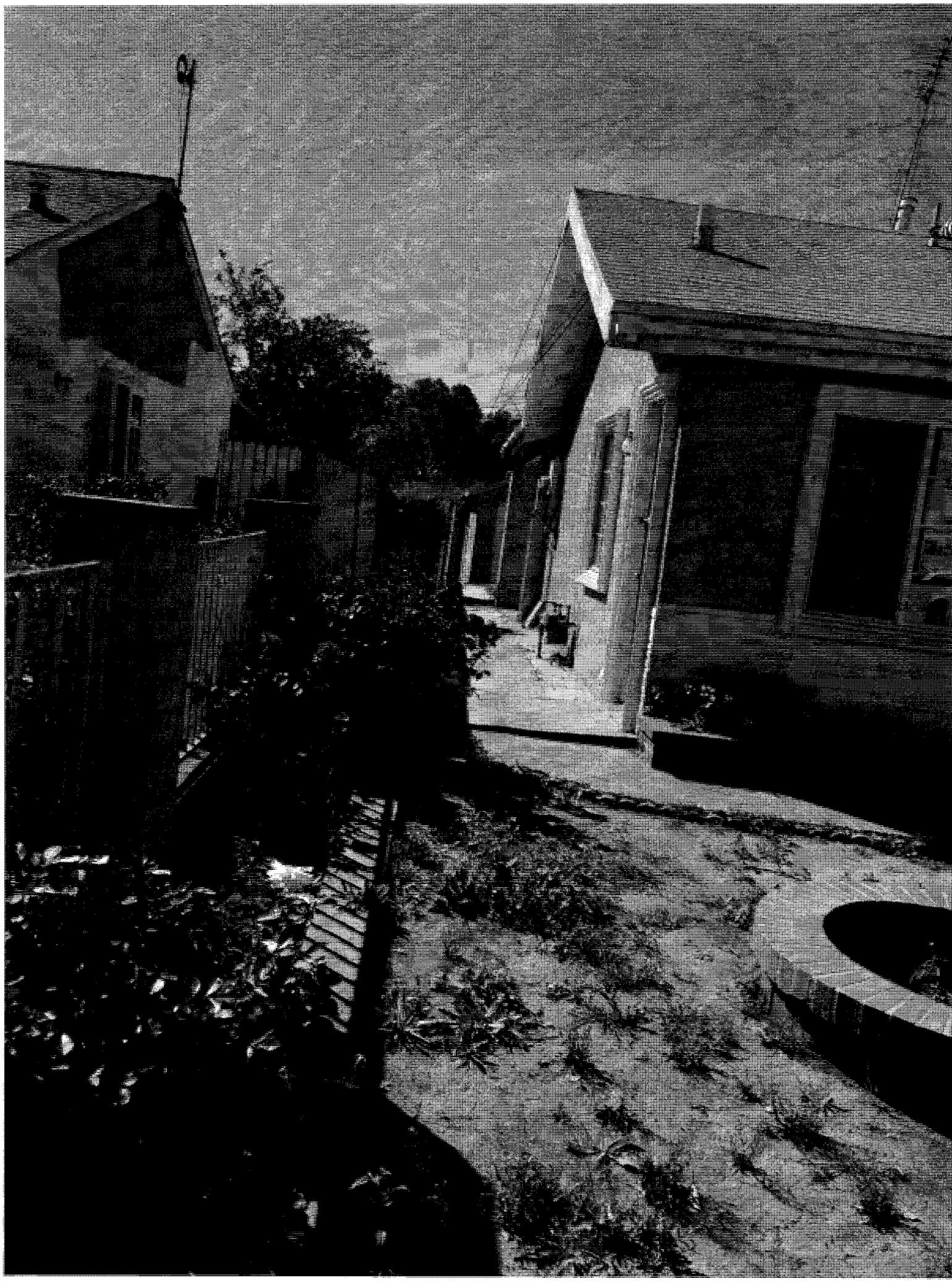


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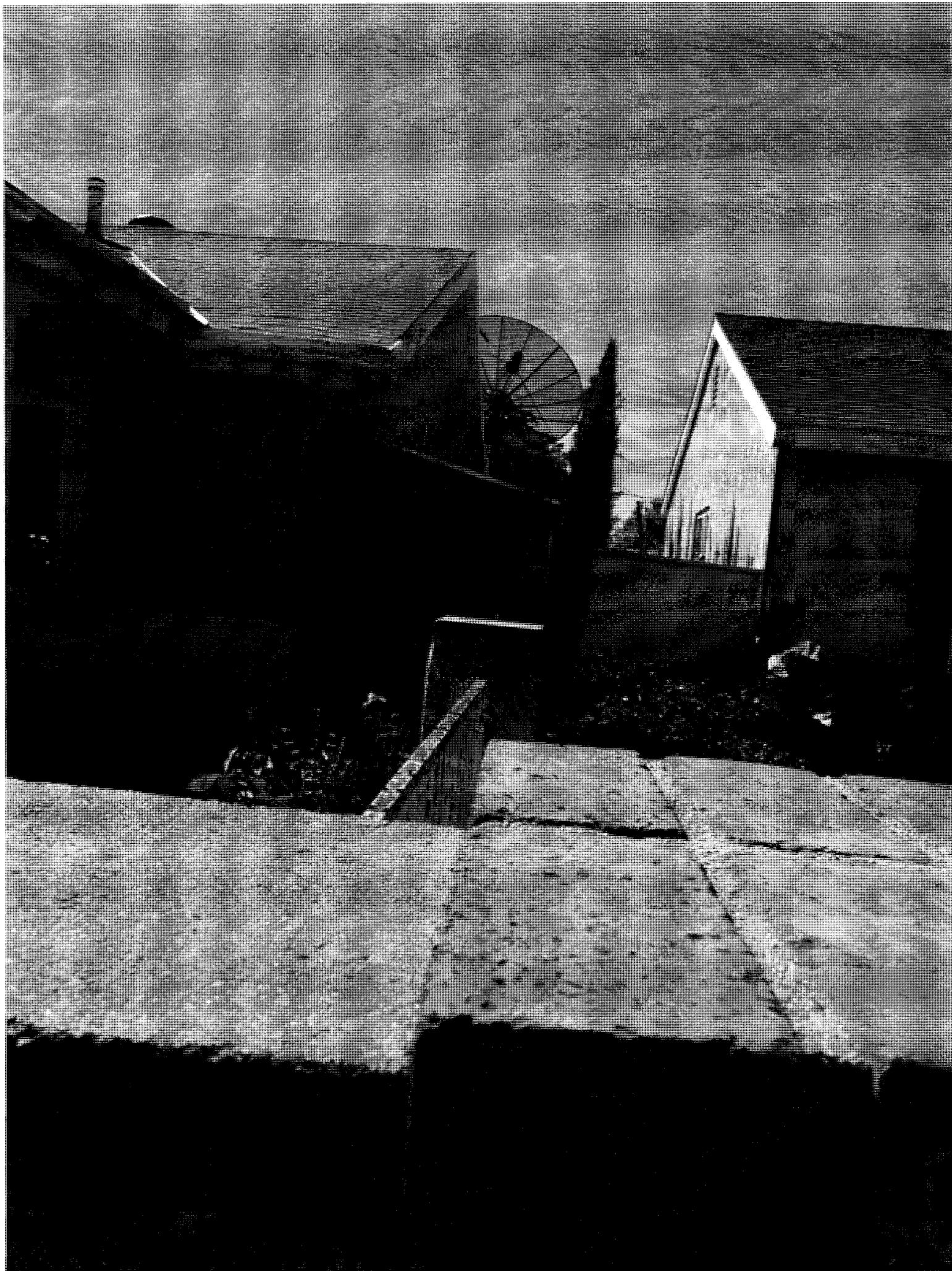
A small, bright white spot or mark on the right side of the page.











From: [NY Banksup Applications Comments](#)
To: [Whidbee, Robin](#); [McCune, Crystall](#); [Caetano, Ruth](#); [Brannon, Lisa](#)
Subject: FW: DENUNCIA / COMPLAINT TO: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; ANDFEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)...
Date: Thursday, March 19, 2015 3:29:24 AM
Attachments: [03-05-2015 COMPLAINT OCWEN 003.pdf](#)

From: VICTOR MANUEL COREAS
Sent: Thursday, March 19, 2015 3:27:54 AM (UTC-05:00) Eastern Time (US & Canada)
To: NY Banksup Applications Comments
Cc: WE.Licensing@occ.treas.gov; crc@calreinvest.org
Subject: RE: DENUNCIA / COMPLAINT TO: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; ANDFEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)...

AVISO LEGAL / LEGAL NOTICE

DESLINDE DE RESPONSABILIDADES / DISCLAIMER OF LIABILITY

Por este medio hago constar lo siguiente: Desde el momento que retiraron el VEHICULO DE MI PROPIEDAD la/s persona/s que dieron LA ORDEN y AUTORIZACION, son y los hago RESPONSABLES DIRECTOS de cualquier situación que se suscite con mi vehículo: Accidente, Acto Delictivo ó de cualquier otra índole. POR TAL RAZON LOS UNICOS Y EXCLUSIVOS RESPONSABLES a partir de ese momento son: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE) AND WRIGHT, FINLAY & ZAK, LLP, ATTORNEYS AT LAW, como también a los: Agentes de Real Estate, a las empresas para las cuales trabajan o representan, a los empleados de estas entidades mencionadas, personas encargadas y responsables de cuidar la propiedad, como la compañía/s y/o personas que han sido contratadas para realizar el trabajo de retirar mi vehículo de mi propiedad.

Desde este momento me DESLINDO de cualquier RESPONSABILIDAD y todo lo que tenga que ver y se suscite con mi vehículo es responsabilidad directa y exclusiva de quienes dieron LA ORDEN Y AUTORIZACION de retirar de mi propiedad el vehículo en mención. Al respecto las únicas personas que tienen acceso a esta propiedad son los Agentes y/o empleados que: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; y FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)... Contrataron para cuidar y vender mi propiedad, ya que el PORTON para ingresar al interior de la propiedad está fuertemente asegurado y resguardado por gruesas cadenas y buenos candados, por lo tanto los únicos que pueden acceder y permitir la entrada de alguien (persona/s y

grúa) a la propiedad son los: AGENTES o PERSONAS ENCARGADAS y RESPONSABLES DE CUIDAR LA PROPIEDAD, quienes (reitero) fueron contratadas por las entidades crediticias mencionadas.

La actual situación expuesta NO va a cambiar hasta que LAS PERSONAS QUE DIERON LA ORDEN Y AUTORIZACION DE RETIRAR MI VEHICULO DE MI PROPIEDAD RECTIFIQUEN ESTA ACCION DESLEENABLE E INDECENTE Y/O BIEN ME ENTREGUEN MI VEHICULO Y MIS PERTENENCIAS.-

VICTOR MANUEL COREAS

Page 1 of 13

CONSTANCIA – STATEMENT...

FROM: VICTOR COREAS

18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

Mailing Address: **P O BOX 372023, RESEDA, CA 91337**

TO: OCWEN LOAN SERVICING, LLC

03/05/2015

OCWEN FINANCIAL CORPORATION

OCWEN LOAN SERVICING, LLC

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

2002 Summit Boulevard, 6th Floor

Atlanta, GA 30346

3451 Hammond Avenue

Waterloo, IA 50702

**DENUNCIA / COMPLAINT
A QUIEN CORRESPONDA
TO WHOM IT MAY CONCERN**

RE: Account Number 7195665927

VICTOR M COREAS

PROPIEDAD: 18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

Respetables Srs.

El: 03/04/2015, me encontré con una persona que conozco desde hace varios años, quien me indico que por casualidad el estaba pasando por la propiedad: **18012 ROSCOE BLVD., NORTHRIDGE, CA 91325** y se dio cuenta que estaban sacando una Toyota Tacoma Truck, de mi propiedad.

A los pocos minutos de estar informado de esta situación, fui a cerciorarme personalmente de que lo indicado era cierto y mi sorpresa fue grande al darme cuenta que efectivamente era real, mi vehículo NO estaba estacionado en el lugar donde fue colocado en su oportunidad.

Por tal situación, por este medio les SOLICITO y les EXIJO que por FAVOR me entreguen mi VEHICULO y/o me indiquen en qué lugar se encuentra para ir a recogerlo. La realidad este tipo de procedimientos y acciones de parte de ustedes deja mucho que desear, porque aparte de que me DESALOJARON ILEGALMENTE DE MI PROPIEDAD, se quieren apropiarse de la misma (propiedad) a como dé lugar, ahora también quieren apropiarse de mi vehículo y de mis pertenencias... Esto no tiene sentido y razón de ser, porque llegar a tantos extremos.

Por favor necesito la devolución de mi VEHICULO y de mis pertenencias lo más pronto posible.

Si ustedes creen que sacando mi vehículo y mis pertenencias de la propiedad con ello van a BORRAR EVIDENCIAS o DESTRUIR EVIDENCIA y PRUEBAS, considero que están equivocados. Esta realidad NO pueden negarla, porque ha sido denunciada a varias entidades y está plenamente documentada; como EL FRAUDE COMETIDO PARA APROPIARSE DE MI PROPIEDAD tampoco lo pueden ocultar hagan lo que hagan y digan lo que digan. . .

Recuerden en varias ocasiones les SOLICITE, les rogué le informaran a sus AGENTES o PERSONAS ENCARGADAS y RESPONSABLES DE CUIDAR LA PROPIEDAD, para que me hicieran favor de ir a abrir las puertas para sacar mi vehículo y mis pertenencias, pero esto tan sencillo y simple NO lo pudieron realizar... Pero si optaron PRIMERO: Por desaparecer mis pertenencias y luego mi VEHICULO... Les fue más fácil y cómodo ocultar mi vehículo y mis pertenencias en algún lugar, el cual es obvio sus AGENTES y/o EMPLEADOS, como USTEDES saben perfectamente dónde están. LA REALIDAD ME QUEDO SORPRENDIDO DE TANTO ABUSO Y PREPOTENCIA DE PARTE DE USTEDES, Y DE TODO LO QUE SON CAPACES DE HACER, CON EL PROPOSITO DE EVADIR RESPONSABILIDADES, EVITAR CUESTIONAMIENTOS, OCULTAR EVIDENCIAS Y PRUEBAS Y PENSANDOLO

BIEN POSIBLEMENTE CON PROPOSITOS PERVERSOS Y MALIPULADORES...
PORQUE PARA USTEDES TODO VALE, PORQUE EL FIN JUSTIFICA LOS
MEDIOS... Por tales acciones ME PONGO A PENSAR SERA QUE EE. UU., SE VA A
CONVERTIR EN OTRA LATINOAMERICA... Y RUEGO Y ORO: ESTO NO PUEDE
SER: PORQUE ESTAMOS EN AMERICA. "DIOS BENDIGA A AMERICA / GOD
BLESS AMERICA".-

Sinceramente quisiera que esta situación fuera tratada únicamente entre nosotros, pero lamentablemente NO puede quedarme callado y cruzado de brazos ante estos hechos y/o sucesos, por tal motivo esta información (correspondencia) y el DOCUMENTO en mención voy a estarlo enviando a otras instancias para su conocimiento.

Sin otro particular me despido, agradeciéndoles por anticipado la atención, comprensión y colaboración que se sirvan brindar a mi persona.

Sinceramente y respetuosamente,

Atte.



VICTOR COREAS

18012 ROSCOE BLVD.

NORTHRIDGE, CA 91325

Mailing Address: **P O BOX 372023, RESEDA, CA 91337**

E-mail: victormanuelcoreas@yahoo.com

Aviso importante:

AVISO LEGAL / LEGAL NOTICE

DESLINDE DE RESPONSABILIDADES / DISCLAIMER OF LIABILITY

Por este medio hago constar lo siguiente: Desde el momento que retiraron el VEHICULO DE MI PROPIEDAD la/s persona/s que dieron LA ORDEN y AUTORIZACION, son y los hago RESPONSABLES DIRECTOS de cualquier situación que se suscite con mi vehículo: Accidente, Acto Delictivo ó de cualquier otra índole.

POR TAL RAZON LOS UNICOS Y EXCLUSIVOS RESPONSABLES a partir de ese momento son: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE) AND WRIGHT, FINLAY & ZAK, LLP, ATTORNEYS AT LAW, como también a los: Agentes de Real Estate, a las empresas para las cuales trabajan o representan, a los empleados de estas entidades mencionadas, personas encargadas y responsables de cuidar la propiedad, como la compañía/s y/o personas que han sido contratadas para realizar el trabajo de retirar mi vehículo de mi propiedad.

Desde este momento me DESLINDO de cualquier RESPONSABILIDAD y todo lo que tenga que ver y se suscite con mi vehículo es responsabilidad directa y exclusiva de quienes dieron LA ORDEN Y AUTORIZACION de retirar de mi propiedad el vehículo en mención. Al respecto las únicas personas que tienen acceso a esta propiedad son los Agentes y/o empleados que: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; y FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)... Contrataron para cuidar y vender mi propiedad, ya que el PORTON para ingresar al interior de la propiedad está fuertemente asegurado y resguardado por gruesas cadenas y buenos candados, por lo tanto los únicos que pueden acceder y permitir la entrada de alguien (persona/s y grúa) a la propiedad son los: AGENTES o PERSONAS ENCARGADAS y RESPONSABLES DE CUIDAR LA PROPIEDAD, quienes (reitero) fueron contratadas por las entidades crediticias mencionadas.

La actual situación expuesta NO va a cambiar hasta que LAS PERSONAS QUE DIERON LA ORDEN Y AUTORIZACION DE RETIRAR MI VEHICULO DE MI PROPIEDAD RECTIFIQUEN ESTA ACCION DESLEENABLE E INDECENTE Y/O BIEN ME ENTREGUEN MI VEHICULO Y MIS PERTENENCIAS.-



VICTOR MANUEL COREAS

C. C.

Ocwen Loan Servicing, LLC
Attention: Office of the Consumer Ombudsman
P. O. BOX 785061
Orlando, FL 32878-5061
E- mail: Ombudsman@ocwen

IndyMac Mortgage Services
P.O. Box 4045,
Kalamazoo, MI 49003-4045

OneWest Bank, FSB
888 East Walnut Street,
Pasadena, CA 91101

P.O. Box 7056,
Pasadena, CA 91109-9699

Federal National Mortgage Association
Fannie Mae
3900 Wisconsin Avenue, N.W.
Washington, D.C. 20016

Fannie Mae
13150 Worldgate Drive
Herndon, VA 20170-4376

WRIGHT, FINLAY & ZAK, LLP
ATTORNEYS AT LAW
4665 MacArthur Court, Suite 280
Newport Beach, CA 92660

Observación Importante:

De estos hechos y sucesos, como de todos los pormenores que se susciten con relación a la propiedad voy a informar a las autoridades o instancias correspondientes para que estén debidamente notificados al respecto... Y por favor atiendan y resuelvan lo más pronto posible mi **SOLICITUD DE MODIFICACION DE PRESTAMO.**

The documents are listed in the Attachment to Proof of Service by First-Class Mail. –

PROOF OF SERVICE:

I served the documents by enclosing them in an envelope and

Placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

The envelope was addressed and mailed as follows:

a.- Name of person served:

OCWEN FINANCIAL CORPORATION and OCWEN LOAN SERVICING,

LLC

**IndyMac Mortgage Services and OneWest Bank, FSB
Federal National Mortgage Association (Fannie Mae)**

b.- Address of person served:

**1661 Worthington Road, Suite 100, West Palm Beach, FL 33409
P.O. Box 4045, Kalamazoo, MI 49003-4045 and
888 East Walnut Street, Pasadena, CA 91101
3900 Wisconsin Avenue, N.W., Washington, D.C. 20016**

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First- Class Mail.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name

Signature

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

On _____, after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different _____).-

Executed on: _____ Served by: _____

C. C.

Richard Cordray, Director

Consumer Financial Protection Bureau
Oficina de Protección Financiera al Consumidor
1700 G Street, NW
Washington, DC 20552

Wendy Kamenshine

CFPB Ombudsman's Office

Consumer Financial Protection Bureau
Oficina de Protección Financiera al Consumidor
1700 G Street, NW
Washington, DC 20552

Consumer Financial Protection Bureau

Oficina de Protección Financiera al Consumidor
P. O. Box 4503
Iowa City, Iowa 52244

HUD

Departamento de Vivienda y Desarrollo Urbano de EE. UU.
Edificio Federal de John E. Moss
Suite 4-200
650 Capitol Mall
Sacramento, CA 95814-3702

Oficina de Equidad de Vivienda e Igualdad de Oportunidades de HUD
Departamento de Vivienda y Desarrollo Urbano de EE.UU.

Room 5204
451 7 th Street S.W.,
Washington, DC 20410

Federal Housing Finance Agency

ATTENTION: Mel Watt, Director
400 7TH STREET SW
WASHINGTON, DC 20024-2576

Federal Housing Finance Agency

ATTENTION: Russell A. Rau,
Deputy Inspector General
400 7TH STREET SW
WASHINGTON, DC 20024-2576

Federal Housing Finance Agency

ATTENTION: **Office of Internal Audit**
400 7TH STREET SW
WASHINGTON, DC 20024-2576

The State Bar of California

San Francisco (Main Office)
180 Howard St.
San Francisco, CA 94105
E- mail: feedback@calbar.ca.gov

Los Angeles - The State Bar of California

845 S. Figueroa St.
Los Angeles, CA 90017-2515
FAX: **(213) 765-1168**

Department of Consumer Affairs

Consumer Information Division
1625 North Market Blvd., Suite N 112
Sacramento, CA 95834

County of Los Angeles

Department of Consumer Affairs
500 W. Temple St., Room B-96
Los Angeles, CA 90012-2722

Federal Reserve System

20th and C Streets, NW
Mail Stop 801
Washington, DC20551

Office of the Comptroller of the Currency

Customer Assistance Group
1301 McKinney Street
Suite 3430
Houston, TX77010

Office of the Comptroller of the Currency

Comptroller of the Currency Administrator of National Banks
400 7th Street SW, Suite 3E-218
Washington, D.C. 20219

Federal Reserve Consumer Help

PO Box 1200
Minneapolis, MN 55480

Gobernador Edmund G. Brown Jr

State Capitol Building
Sacramento, CA 95814
Fax: 916-445-4633 / Fax: (916) 558-3160

Kamala D. Harris

Office of the Attorney General
1300 "I" Street
Sacramento, CA 95814-2919

Attorney General's Office
California Department of Justice
Attn: Public Inquiry Unit
P.O. Box 944255
Sacramento, CA 94244-2550
Fax: (916) 323-5341

Attorney General

U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC20530-0001

The Federal Reserve Board

Janet Louise Yellen

Presidente del Banco de La Reserva Federal de los Estados Unidos
20th Street and Constitution Avenue, NW
Washington, DC20551

Departamento del Tesoro de los Estados Unidos

Jacob J. Lew

Secretary of the Treasury
1500 Pennsylvania Ave NW
Washington, DC20502

... Y todas las instancias que sean necesarias. -

EXHIBIT 001

FOTOGRAFIAS DE MI VEHICULO Y DE MIS PERTENENCIAS... Donde se puede claramente apreciar todo lo que había (carga) colocado en mi vehículo... EL CUAL USTEDES: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)... Tienen en su poder y NO me lo han querido devolver / entregar. (A pesar de múltiples SOLICITUDES al respecto)... Como también mis pertenencias personales que son de mi propiedad, las cuales ignoro su paradero.-

EXHIBIT 001

EXHIBIT 002

FOTOGRAFIAS DE MÍ VEHICULO TOMADAS EL: 11/25/2015, a las 11:39 y 11:40AM, donde se aprecia que fueron retiradas (descargadas) todas mis pertenencias e inclusive se observa que la parilla (baranda) que tenía colocada el vehículo le fue quitada, como la licencia (placa) que identifica mi vehiculo.-

***** SOLICITUD URGENTE:**

OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; AND FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)... **Por**

favor entréguenme mi vehículo y mis pertenencias...

EXHIBIT 002

EXHIBIT 003

FOTOGRAFIAS DEL INTERIOR DE MI PROPIEDAD, EN LAS CUALES SE PUEDE OBSERVAR CLARAMENTE QUE MI VEHICULO FUE SACADO... PORQUE YA NO ESTA EN EL LUGAR DONDE FUE COLOCADO.

Los vecinos de las casas contiguas a mi propiedad, me dieron permiso para subirme a los techos de sus propiedades para poder tomar las fotos que expongo. (AMENDED).-

¿A dónde se llevaron mi vehículo?

¿A dónde fueron a esconder mi vehículo?

¿Qué culpa tiene mi vehículo y mis pertenencias?

¡Por favor... Quien está en DISCUSION con USTEDES, soy YO... NO mis pertenencias!

Por favor entréguenme mi vehículo y mis pertenencias...

EXHIBIT 003

EXHIBIT 004

FOTOGRAFIAS DE LOS PORTONES DE MI PROPIEDAD, EN LAS CUALES SE PUEDE OBSERVAR CLARAMENTE QUE LOS PORTONES DE INGRESO A LA PROPIEDAD ESTAN FUERTEMENTE ASEGURADOS Y RESGUARDADOS POR GRUESAS CADENAS Y BUENOS CANDADOS.

Por lo tanto los únicos que pueden acceder y permitir la entrada de alguien (persona/s y grúa) a la propiedad son los: AGENTES o PERSONAS ENCARGADAS y RESPONSABLES DE CUIDAR LA PROPIEDAD, quienes (reitero) fueron contratadas por: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; and FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE).

EXHIBIT 004

EXHIBIT 005

PROOF OF SERVICE

This Correspondence and Email is subject to Evidence Code 1152

SOLICITUD DE APERTURA DE PROPIEDAD PARA SACAR MI VEHICULO Y MIS PERTENENCIAS.

REQUEST FOR OPENING OF PROPERTY TO TAKE MY VEHICLE AND MY POSSESSIONS

REQUEST FOR OPENING OF PROPERTY TO GET MY VEHICLE AND MY BELONGINGS

Loan #: 7195665927

Property: 18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

To: Ocwen Loan Servicing, LLC

From: VICTOR M

COREAS

*****This Correspondence and Email is subject to Evidence Code 1152*****

REF. 70142120000417150717, 70142120000417151172, 70142120000417151165, 70142120000417151158, 70142120000417151141, 70142120000417151134, 70142870000231822621, 70142870000231822614, 70142870000231822591, 70142870000231822584, 70142870000231820917, 70142870000231819669, 70142870000231819676, 70142870000231819652, 70142870000231819645, 70142870000231819638, 70142870000231819621.-

NOTA: Toda la correspondencia relacionada a la problemática de mi VEHICULO y de mis PERTENENCIAS, ustedes, sus Abogados y todas las partes involucradas la tienen en su poder. Por lo tanto NO pueden decir que NO han sido Notificados al respecto.

EXHIBIT 005

NOTA: Adjunto a la presente: Carta de fecha: 11/22/2014 y notificación del: 02/09/2015.-

Date / Fecha: 03/05/2015

RE: * Loan #: 7195665927 * APN #: 2101-019-001

A QUIEN CORRESPONDA / TO WHOM IT MAY CONCERN

“This Correspondence and Email is subject to Evidence Code 1152”

REF. 70140150000139544396, 70140150000139544402, 70140150000139544419, 70140150000139544426, 70140150000139544433, 70140150000139544440, 70140150000139544457, 70140150000139544464, 70140150000139544471, 70140150000139544488, 70140150000139544495, 70140150000139544501, 70140150000139544549, 70140150000139544532, 70140150000139544525, 70140150000139544518.-

CONSTANCIA – STATEMENT...

FROM: VICTOR COREAS

18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

Mailing Address: P O BOX 372023, RESEDA, CA 91337

TO: OCWEN LOAN SERVICING, LLC

EXHIBIT 004

FOTOGRAFIAS DE LOS PORTONES DE MI PROPIEDAD, EN LAS CUALES SE PUEDE OBSERVAR CLARAMENTE QUE LOS PORTONES DE INGRESO A LA PROPIEDAD ESTAN FUERTEMENTE ASEGURADOS Y RESGUARDADOS POR GRUESAS CADENAS Y BUENOS CANDADOS.

Por lo tanto los únicos que pueden acceder y permitir la entrada de alguien (persona/s y grúa) a la propiedad son los: AGENTES o PERSONAS ENCARGADAS y RESPONSABLES DE CUIDAR LA PROPIEDAD, quienes (reitero) fueron contratadas por: OCWEN LOAN SERVICING, LLC (OCWEN); INDYMAC MORTGAGE SERVICES, a division of ONEWEST BANK, N.A; and FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE).

EXHIBIT 004

NOTA: Adjunto a la presente: Carta de fecha: 11/22/2014 y notificación del: 02/09/2015.-

Date / Fecha: 03/05/2015

RE: * Loan #: 7195665927 * APN #: 2101-019-001

A QUIEN CORRESPONDA / TO WHOM IT MAY CONCERN

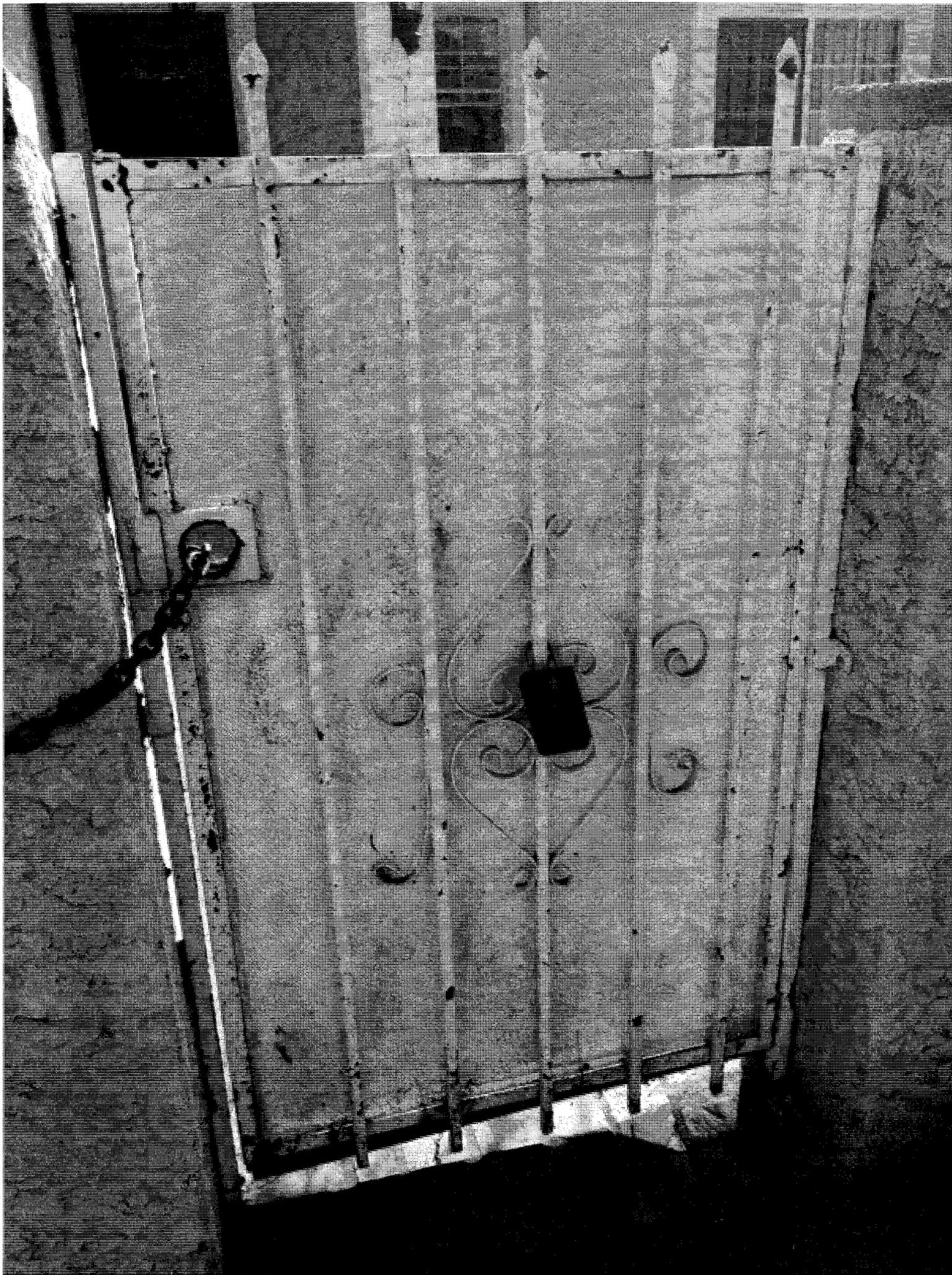
“This Correspondence and Email is subject to Evidence Code 1152”

REF. 70140150000139544396, 70140150000139544402, 70140150000139544419, 70140150000139544426, 70140150000139544433, 70140150000139544440, 70140150000139544457, 70140150000139544464, 70140150000139544471, 70140150000139544488, 70140150000139544495, 70140150000139544501, 70140150000139544549, 70140150000139544532, 70140150000139544525, 70140150000139544518.-









CONSTANCIA – STATEMENT...

FROM: VICTOR COREAS

18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

Mailing Address: P O BOX 372023, RESEDA, CA 91337

TO: OCWEN LOAN SERVICING, LLC

EXHIBIT 005

PROOF OF SERVICE

This Correspondence and Email is subject to Evidence Code 1152

SOLICITUD DE APERTURA DE PROPIEDAD PARA SACAR MI VEHICULO Y MIS PERTENENCIAS.

REQUEST FOR OPENING OF PROPERTY TO TAKE MY VEHICLE AND MY POSSESSIONS

REQUEST FOR OPENING OF PROPERTY TO GET MY VEHICLE AND MY BELONGINGS

Loan #: 7195665927

Property: 18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

To: Ocwen Loan Servicing, LLC

From: VICTOR M COREAS

*****This Correspondence and Email is subject to Evidence Code 1152*****

REF. 70142120000417150717, 70142120000417151172, 70142120000417151165, 70142120000417151158, 70142120000417151141, 70142120000417151134, 70142870000231822621, 70142870000231822614, 70142870000231822591, 70142870000231822584, 70142870000231820917, 70142870000231819669, 70142870000231819676, 70142870000231819652, 70142870000231819645, 70142870000231819638, 70142870000231819621.-

NOTA: Toda la correspondencia relacionada a la problemática de mi VEHICULO y de mis PERTENENCIAS, ustedes, sus Abogados y todas las partes involucradas la tienen en su poder. Por lo tanto NO pueden decir que NO han sido Notificados al respecto.

EXHIBIT 005

NOTA: Adjunto a la presente: Carta de fecha: 11/22/2014 y notificación del: 02/09/2015.-

Date / Fecha: 03/05/2015

RE: * Loan #: 7195665927 * APN #: 2101-019-001

A QUIEN CORRESPONDA / TO WHOM IT MAY CONCERN

“This Correspondence and Email is subject to Evidence Code 1152”

REF. 70140150000139544396, 70140150000139544402, 70140150000139544419, 70140150000139544426, 70140150000139544433, 70140150000139544440, 70140150000139544457, 70140150000139544464, 70140150000139544471, 70140150000139544488, 70140150000139544495, 70140150000139544501, 70140150000139544549, 70140150000139544532, 70140150000139544525, 70140150000139544518.-

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PROOF OF SERVICE

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VICTOR M COREAS

RE: 18012 ROSCOE BLVD., NORTHRIDGE, CA 91325

Loan #: 7195665927 * APN #: 2101-019-001

Mailing Address: P O BOX 372023, RESEDA, CA 91337

Urgent / Urgente

TO:

OCWEN FINANCIAL CORPORATION

OCWEN LOAN SERVICING, LLC

Atencion / Attention:

Ronald M. Faris

2002 Summit Boulevard, 6th Floor
Atlanta, GA 30346

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City, State, ZIP+4: **Atlanta, GA 30346**

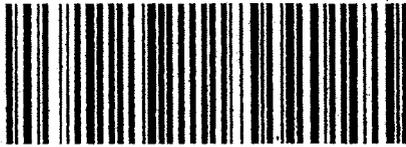
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Mailing Address: P O BOX 372023, RESEDA, CA 91337

Urgent / Urgente

TO:

**OCWEN FINANCIAL CORPORATION
OCWEN LOAN SERVICING, LLC**

2711 Centerville Road, Suite 400

Wilmington, DE 19808

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Mailing Address: P O BOX 372023, RESEDA, CA 91337

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OCWEN LOAN SERVICING, LLC

Atencion / Attention:

Ronald M. Faris

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

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Urgent / Urgente

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OCWEN LOAN SERVICING, LLC
2711 Centerville Road, Suite 400
Wilmington, DE 19808**

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City, State, ZIP+4: *Wilmington, DE 19808*
PS Form 3800, August 2003 See Reverse for Instructions

From: [William Montes-Pack](#)
To: [NY Banksup Applications Comments](#)
Subject: Please Hold Public Hearings about OneWest and CIT Bank Merger
Date: Saturday, March 21, 2015 3:41:44 AM

Dear President Dudley and Comptroller Curry,

I am writing because I am concerned about the proposed bank merger of CIT Group and OneWest bank, which would create another Too Big To Fail bank.

I am urging you, as the regulators of these banks, to hold public hearings in Los Angeles so the public can hear more about the risks of allowing another Too Big To Fail bank to be created.

Please show us that Main Street is more important than Wall Street!

William Montes-Pack

580 East I Street
Benicia, CA 94510

From: NEONSUNSET@aol.com
To: David.Finnegan@occ.treas.gov; [NY Banksup Applications Comments](#); WE.Licensing@occ.treas.gov
Cc: neonsunset@aol.com
Subject: YOU ARE SUING ONE WEST BANK FOR BILLIONS, see Qui Tam Unsealed 2-20-15
Date: Monday, March 23, 2015 2:16:29 PM

Mr. Finnegan:

This confirms your telephone conversation this morning, securing your OFFICIAL understanding that your project of a proposed sale of One West Bank to CIT Group MUST BE FROZEN IMMEDIATELY **as the Federal Government is suing One West Bank for BILLIONS in damages, per the qui tam that was unsealed on February 20, 2015.**

Please see my descriptive letter as follows.
Helen Kelly

DELIVERY CONFIRMATION
CERTIFIED MAIL-- SIGNED RECEIPT
H. Kelly
P.O. Box 237
Pleasanton, California 94566
Email neonsunset@aol.com
March 23, 2016

Mr. Curry, Comptroller, D. Finnegan
OCC

Chairwoman Janet Yellen; Mr. Dudley, President; SF VP Scott Turner,
Federal Reserve Banks of New York and San Francisco

Re: Your Review of Proposed Sale of One West Bank to CIT Group is Stopped? **Per qui tam unveiled on February 20, 2015...now you are SUING One West for Billions.** Qui Tam Case No. 9:12-cv-81138 Cohn/Seltzer (Broward County Federal Court)

Dear Officials:

On February 26, 2015, I testified at the rare public hearing of the Federal Reserve and OCC representatives in Los Angeles to have your representatives collect information on whether the proposed sale of One West Bank to CIT Group should be approved. I and others spoke for over 450 One West Bank victims, and thousands more across the country, as well as 15,000 victims who signed a Petition against the sale, and hundreds of organizations.

I brought 7 jumbo sized, tabbed, date arranged spiral bound notebooks of original One West Bank documentation that provide the unequivocal proof of major criminal racketeering by One West Bank in trying to steal my 20 year family home. NOT ONE of your panelists or your support admin team asked to see my proof. During the entire day of endless testimony, I never heard one question asked by your panelists.

BUT I did hear both One West Bank Chairman Otting and CIT Group Chairman Thain testify that times have changed and that they really want to help people and are proud of now complying with the laws. In my testimony I indicated that two days earlier, I had just received a monthly One West Bank mortgage statement, 23 days AFTER the date of the payment due date AND with a fictitious accounting of TWO unpaid, late mortgage payments

due....to the contrary, all of my monthly mortgage payments have been paid. Afterwards, when I saw CIT Group Chairman Thain in the coffee reception area, I asked him if he could help me straighten out the ongoing problems with One West Bank's mortgage statements. Instead of "helping One West Bank become law abiding and helping homeowners per his earlier testimony," Chairman Thain turned purple in the face with rage, said not one word, abruptly turned his back on me, and marched rapidly back into the Hearing Room where no one is permitted to speak in the audience. So the "reality is" that nothing has changed over six years of massive financial corruption by One West Bank and its associates. If I was the Chairman of CIT Group and had testified earlier about our best efforts to comply with the laws, I would have talked to the homeowner, taken her over to Chairman Otting, and had Chairman Otting connect the homeowner with his staff [who were present all day] for the correction of One West Bank's illegal acts. ***The deliberate defiance of the laws by One West Bank continues.***

Page 2

March 23, 2015 *Qui Tam*

This is the public hearing wherein flagrantly **One West Bank admitted "bribing" neighborhood groups to come to testify on behalf of the proposed sale**, betraying a Coalition that was trying to secure significantly greater funds for the benefit of the groups. In fact there are letters confirming the bribes, ALL IN VIOLATION of the Federal regulations over the neighborhood groups' funding. [See LA Times coverage.]

Adding to my concern about the authenticity of the February 26th hearing is the fact that I keep seeing Official Summaries issued by the OCC that refer to the Independent Foreclosure Review Group project in the alleged context of "genuine efforts and a reality basis" with summary results of the successes. **As a member of over 450 victims of One West Bank, none of us received an "independent review."** First of all, contrary to the rules of the IFRG project, we were NEVER asked for our proof of the endless lists of legal violations by One West Bank. I personally sent over 4 letters, registered delivery, asking when the auditors would ask for my proof. I never received a response. HOWEVER I received a formal, final report from "the One West Bank biased auditor" [OWB employee furloughed for the project?] that I did not have even one violation in my case and that I was entitled to ZERO. One West Bank flim flammed your folks and waited to be the last bank involved in settling, with fictitious, biased reports by *non*independent auditors at the last minute. ***So your agencies permitted hundreds of millions of dollars of taxpayer funds to be squandered and wasted on your watch.*** There was NO genuine auditing by your agencies. The FBI "lost" over 1000 of our complaints, even those with FBI Confirmation Numbers, despite hundreds of Millions of dollars given to the FBI to assist us! I am still waiting for a response to my February 2014 letter to the San Diego Office of the FBI. And the FBI/OIG do not acknowledge the Beekman *qui tam*, per a telephone conversation this morning!!! Massive coverup!!! More squandering of Federal funds. Fire the co-conspirators, even if they are in the FBI!!!

I am a former criminal prosecutor and former Chief Counsel to a State Banking Commissioner, and I am being told "a series of lies" permitted by your representatives and associates. ***Why do we have laws on the books when the enforcement agencies themselves are refusing to enforce the laws? Who gave them that right...to ignore the laws?***

| |
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| If you do not prosecute criminal activity, then the criminal activity will spread like the Ebola virus, unchecked, contaminating every aspect of life. A Nation of Laws requires equitable, |
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genuine law enforcement in order to survive.

I have no choice but to believe that this all, including the February hearing, is an ongoing process of more “cover up” by your agencies. Prove me wrong! Fix it!

On February 26, 2015, I brought to your panelists’ and staff’s attention, on behalf of 450 victims of One West Bank, that the preceding Friday was historic...**the sealed qui tam action suing on behalf of the FDIC and the Federal Taxpayer against One West Bank for billions had been unsealed.** So your agencies are in the legal posture of suing One West Bank for billions being stolen through a “behind the curtains” Loss Share Agreement designed by N.Y. Congressman Schumer to benefit his buddy, co-investor in One West Bank, John Paulson... ***Congressman Schumer sold out our country***, giving desperately needed taxpayer funds in the Billions to a private fund in a “privately turned on Federal funds

Page 3

March 23, 2015 *Qui Tam*

spigot,” that in turn returns political contributions to Congressman Schumer. So at the expense of the trusting taxpayers that he is supposed to be serving under oath of office, Congressman Schumer has betrayed our country for personal gain. **Is that Treason? Is that an impeachable offense...knowingly conducting robbery and racketeering of Federal funds?**

So, with the unsealed *qui tam*, if you are in the legal posture of SUING ONE WEST BANK FOR BILLIONS, how can you be simultaneously reviewing the proposed personal enrichment sale of One West Bank to CIT Group? [The major asset being transferred is the Loss Share Agreement with the open Federal Funds spigot, and the documentary proofs of illegal foreclosures are being buried and destroyed forever so the criminal acts can not be proven after the sale.] I am copying key members of the media so they can ask you that specific question.

Even though your representatives and your official Hearing Records have the *qui tam* citation, here it is again... West Palm Beach, Florida, James [Beekman vs. One West Bank Case No.: 9:12-CV-81138-RSR](#) This represents one brave man, a veteran, a Patriot who knows right from wrong...who fought for his country...and now is fighting massive public corruption, on behalf of all of us, our children, and our grandchildren.

This *qui tam* is the only remaining protection that the American taxpayers have against pure anarchy co-created by your sleeping and ineffective agencies, One West Bank, and self-serving Congressman Schumer. I guarantee that if you have an ounce of decency and concern for the USA, you will scream in rage after you read the *qui tam* with what Steve Mnuchin of the Goldman Sachs leadership dynasty, John Paulson, George Soros [bragged about the millions he gave Obama; manages Rothschild fortunes; convicted financial felon who should have been “blocked” from all US Banks], Mike Dell of Dell Computers, Congressman Schumer, *et al.* have done to our U.S. Treasury. BILLIONS are being illegally and subversively diverted from the U.S. Treasury to a few private pockets, causing the elderly, the sick, the Social Security funds, the Veterans’ needs, the deteriorating commerce infrastructures like highways and bridges for rebuilding our country, the depleted educational programs.... **to all suffer**...just for a handful of obsessively greedy men who should have been jailed 5 years ago. These few men are being paid in multiple FULL payments for the same houses that they illegally foreclosed upon with false testimony to the courts, fully fabricated

“dummy” legal documents, lies, etc...the same home has been fully paid for over and over again due to the collaborative schemes and permissive, racketeering environment that you have permitted to flourish like a cancer, unchecked and untreated. What a “shell game!”

THIS PUBLIC CORRUPTION MUST STOP RIGHT NOW. Appoint a Watergate Commission. Investigate. Prosecute. JAIL. Establish a Reparations Fund for the victims.

This is the biggest robbery in the history of the United States, conducted by One West Bank and designed by Congressman Schumer....*and permitted, aided and abetted by you.*

Page 4

March 23, 2015 *Qui Tam*

For the members of Congress who are reading this letter, I ask “If you can force the ouster of **U.S. Congressman Shock** for exceeding his redecorating budget by a \$100,000 or so, then why are you not forcing the ouster of the co-conspiratorial Federal appointees and employees, and the **U.S. Congressman Schumer who have already stolen, wasted, and pilfered BILLIONS of U.S. funds?**”...and you have not closed the illegal spigot of the Loss Share Agreement, yet. Are you part of the treasonous “Loss Share theft” cover-up too? Prove that you are not. Demand prosecution. **Serve your country, not the criminals.**

By the way, my group of victims has access to several whistleblowers who are former members of One West Bank who can underscore the accuracy of our accounting herein that One West Bank purposely “designed a fraud scheme” to steal homes and trick the homeowners. The thefts were NOT happenstance...they were DESIGNED THEFT SCHEMES by One West Bank....and are still ongoing.

In light of this nationally heroic *qui tam* by victim Mr. Beekman, please advise me as to the official, current status of your review of the proposed sale of One West Bank to CIT Group. Is it frozen and off your Agenda until the outcome of the *qui tam* trial?

Sincerely,

Helen Kelly+ 450 Group victims, plus thousands more.

cc:

NY Times, Los Angeles Times [see Los Angeles Times, 12-16-14]

The Washington Post, USA Today

Rolling Stone, YAHOO News

CBS News plus 60 Minutes Program

ABC News, NBC News, Fox News, PBS News

Huffington Post, Bloomberg News

Oversight Committees of U.S. Congress for Impeachment and Prosecution

VFW, AARP

The Guardian
U.S. Congressman Issa; U.S. Congressman Swalwell, U.S. Congresswoman M. Waters
U.S. Senator Elizabeth Warren; U.S. Senator John McCain
The Bill Moyers Show, The Charlie Rose Show
Democracy NOW!
U.S. Department of Justice, FBI, San Diego Office.

US Attorney General Eric Holder, per his February 2015 National Press Club Appearance promised prosecution of such criminal bank officials. We have rock solid proof...contact us now. We'll hand Mr. Holder the "silver platter prosecution" including "fingerprints" of OWB CEO Steve Mnuchin, future CIT Group Executive, on the fraud schemes.

From: NEONSUNSET@aol.com
To: David.Finnegan@occ.treas.gov, comments.applications@ny.frb.org,
WE.Licensing@occ.treas.gov
CC: kskstein@calreinvest.org, reporttoogr@mail.house.gov, wgray@publicintegrity.org
Sent: 10/29/2014 3:46:33 P.M. Pacific Daylight Time
Subj: STOP ONE WEST BANK SALE Federal Judge Sustains 8 Count Complaint Against One
Wes

Gentlemen:

The below case, is amongst many, that underscore the fact that the One West Bank sale to CIT Group must be stopped and that a Public Hearing be held immediately to **put sunshine back into banking**. You have my extensive letter (and the summaries of 450 victims across the country) identifying only some of the fraudulent and illegal acts about which One West Bank is guilty. You have also heard from coalitions of over 300 groups, requesting a Public Hearing and outlining a multitude of violations by One West Bank.

Frankly, the Bank Charter for One West Bank must be revoked because of the bank's ongoing defiance to the financial laws! As a former Chief Counsel to a State Banking Commissioner, I would have had the One West Bank's Charter revoked in my state.

Most importantly, the Loss Share Agreement viewed as the main asset, amongst the fictitious and illegal home mortgages, was drafted behind major secrecy, entered into against the interest of the US voters, has cost Billions in payments by the U.S. Federal Government to One West Bank already, and will endlessly cost billions in the future. All 85% Loss Share payments are on highly artificially inflated mortgages blown up into exorbitant amounts through artificial means created by One West Bank...like 85 Notices of a Foreclosure Sale for one date, served on one homeowner, for one scheduled foreclosure sale. How many thousands of dollars were added onto that mortgage...for the FDIC drafted Loss Share Agreement's basis for 85% reimbursement by us taxpayers? Even a 5 year old can see the fraud in that, let alone the OCC and the FDIC!!!!

Between the failure to comply with the Bank Charter requirements so there is no effective Bank Charter, the fictitious assets with the vast majority of home mortgages with no legally enforceable basis [see below the detailed analysis by an experienced attorney on such matters], and the attendant criminal liability surrounding One West Bank that should be prosecuted, ***Ido not understand what assets One West Bank has to sell to CIT Group. Office furniture?***

I look forward to receiving the date of your Public Hearing.

I have copied on this email also the Coalitions of over 300 organizations that have formally requested such a Public Hearing in a formal, well researched 21 page letter that was filed on October 10, 2014 with the OCC, the Federal Reserve, the Federal Housing finance Agency, the FDIC, and the Consumer Financial Protection Bureau. Additionally I have copied the highly respected news authority, the Center for Public Integrity, as well as the Congressional Oversight Committee chaired by U.S. Congressman Darryl Issa who has exposed the scandals behind the VA Hospitals, etc. by conducting open hearings for all to hear, to see, to evaluate. That is what our Government should do here...a Public Hearing for the proposed sale of One West Bank to CIT Group.

Sincerely,
Helen Kelly
email neonsunset@aol.com

Subj: Fwd: [New post] Federal Judge Sustains 8 Count Complaint Against US Bank, OneWest, Ocwen

----- Forwarded message -----

From: **Livinglies's Weblog** <comment-reply@wordpress.com>

Date: Wed, Oct 29, 2014 at 6:59 AM

Subject: [New post] Federal Judge Sustains 8 Count Complaint Against US Bank, OneWest, Ocwen

Respond to this post by replying above this line

New post on **Livinglies's Weblog**



Federal Judge Sustains 8 Count Complaint Against US Bank, OneWest, Ocwen

by [Neil Garfield](#)

For Further information, assistance and services please call [954-495-9867](tel:954-495-9867) or [520-405-1688](tel:520-405-1688)

See [62-Order Denying MTD Buffington Behrens](#)

One of the interesting things about the history of these mortgages and foreclosures is that back when the tidal wave of foreclosures began the banks were denying there was any trust involved in the transactions. Now they claim that their right to appear in court as representative of the owner of the debt or the holder in due course is derived from the Trust instrument (Pooling and Servicing Agreement) of a Trust! But back in 2007-2009, they were busy denying that a Trust existed.

- As I have been stating for months now, the courts are turning the

corner. They don't like what they see on the "lender" side.

- First they questioned why the modifications were so random. Judges know that most foreclosures are worked out in a settlement because the bank wants nothing to do with the property if they have a viable borrower who needs a little help.
- Then they questioned why the original documents were nowhere to be found. Where were they? Without the original documents in court, there was obviously SOMEBODY holding them and using them to either make a claim or sell them to another party. Then they questioned why the servicer was constantly changing --- causing a proof problem because the new servicer was put in AFTER the default (sometimes by years) and obviously knew nothing except what records they IMPORTED (hearsay) from another servicer.
- Then they questioned substitutions of Plaintiffs in judicial actions without amendment to the complaint. No allegation or exhibit was offered to explain the substitution.
- Then they questioned the relevance of the Pooling and servicing agreement until the banks conceded that whatever right they had to enforce the note or mortgage had to come from a REMIC Trust via the Pooling and Servicing Agreement.
- Then they questioned whether the Trust actually bought the loan, which DOES make the PSA irrelevant, but also means that none of the parties on the "bank" side had any right to be substituting Trustees on deeds of trust nor issuing notices of default, notices of sale or filing foreclosures.
- And now they are coming to grips with the notion that the entire mortgage premise is a scam and so are the foreclosures, to wit: by **not alleging they are holders in due course**, the foreclosing entities are **admitting either unclean hands (which bars success in a court of equity enforcing the mortgage) or they are admitting their was no purchase of the loan for value.**

Some Borrowers seek to become proactive and filed suit to clear up the questions of title, and the identity of their creditor (something that should have been disclosed in what was table funded loan that is predatory per se --- REG Z). Many of these law suits were dismissed under the theory that there was no pending controversy --- but that finding was based on the court bias that the loan documents were real, not faked.

Now comes the first case to address the issue of fake documents, fake notes, fake mortgages and fake foreclosures on the Federal level. In a carefully worded opinion a Federal Trial judge has analyzed the entire context of the loans, the documents and the money trail and concluded that the borrower has stated a cause of action for money damages and equitable relief against some of the top players, already in trouble on other fronts, for gaming the system without having any financial interest

in the debts, notes, mortgages, deeds of trust or anything else --- all under cover of the investors' reasonable belief that they were prohibited from getting notice or even asking about the status of any loan or the loan portfolio in its entirety.

Among the facts salient to the Judges decision were the following:

1. Borrowers never received a signed modification agreement from the "lender" which was required for the modification to take effect. They were then relentlessly dual tracked where the objective was a foreclosure sale and to collect money under a modification agreement that was not in effect according to the foreclosing party. [This practice of luring vulnerable borrowers into questionable modification agreements and taking payments that are never allocated to the loan is widespread. Many judges have entered orders enforcing the modification agreement despite the lack of execution by the alleged servicer or the alleged representative of the holder in due course or owner of the debt.]
2. The representative of the servicer told the borrower not to worry about the notices of default and notices of sale because they were just automatically generated from a computer system that did not reflect the true Plan under which they were making payments and under which the payments were accepted.
3. The borrowers were coerced into a second modification agreement that contained terms that was significantly worse than the prior agreement reached between the parties.
4. One West was erroneously identified as the beneficiary under the deed of trust despite the fact that it had gained no interest in the deed of trust from the original beneficiary "because there was none to give." In this case the deed of trust contain the wrong property description.
5. The plaintiff in this case is alleging that one West had no right to file a substitution of trustee under the deed of trust because one West was not a beneficiary or mortgagee. [By attacking the substitution of trustee, the plaintiff was thereby attacking everything else that followed as "fruit of the poison tree."]
6. Plaintiff alleged that a 4D of trust was recorded to correct the legal description. Plaintiffs claim that a new legal description was attached to the original deed of trust and it was really recorded without their knowledge or consent. Plaintiffs claim that their signatures from the original deed of trust were left on the rate recorded trust without their permission to make it appear as though the reason recorded trust was properly signed. [This is a trick that is being used in virtually every foreclosure action across the country. By attaching apparently facially valid documents to other invalid documents parties attempting to enforce foreclosure are intentionally misleading the courts, the borrowers, bank regulators, government sponsored entities that have issued

guarantees of the loan, government entities that have entered into loss sharing agreements with a party claiming losses on loans they don't own, and law enforcement.]

7. The defendant's conceded at the preliminary injunction hearing or judge both that they were unaware of any Arizona statutory or case law that permits unilateral modification and re-recording of a deed of trust or mortgage for the purpose of correcting a legal description or anything else, as was done in this case. [This is exactly what is happening with most promissory notes and mortgages throughout the country. They attach what they call an "allonge" without the knowledge, consent to the signature of the borrower. These instruments purport to contain endorsements or assignments. But in order to be truly effective they would either be required to be on the face of the note or prove that there was no room on the face of the note and therefore the need to attach an additional page. But these "Allonges" are intended to be considered part of the note and therefore subject to the signature of the borrower. But at the time the borrower executed the note, the so-called "allonge" did not exist.

Most of the statutes cited in this decision have their counterparts in most of the states. Thus while this decision is not authoritative, the analysis is extremely persuasive and should be used by those defending foreclosures or taking a proactive stance to remove fake documents that were procured by fraud or behavior that is described as predatory per se.

I invite everyone to read the entire case. The salient points of this decision are as follows:

1. Count 1 of the plaintiffs complaint alleging negligence per se against the defendants was sustained.
2. Count 2 For negligent performance of undertaking under the "good Samaritan doctrine" was sustained.
3. Count 3 Alleging false documents was sustained. This count also contained allegations of forgery
4. Count 4 alleging payment, discharge and satisfaction was sustained. The court quoted from the Steinberger decision [also in Arizona] and said it "if it is true that the FDIC has already reimbursed OneWest," then OneWest was not entitled to recover the same money again, although there could be an action against the borrower by a third party who has made such payments. But that action would not be based upon a liquidated amount nor would it be secured by a mortgage or deed of trust.
5. Count 5 Alleging breach of contract was sustained as an alternative basis for liability of the defendants.
6. Count 6 also alleging breach of contract relating to the first loan modification agreement was sustained.

7. Count 7 Alleging fraud against all of the defendants was dismissed. [But this can be brought back again later upon a showing to the judge of facts that have produced in discovery or investigation during the progress of the case.]
8. Count 8 alleging trespass to real property was sustained. None of the defendants have the right to enter upon the property while plaintiff was still the owner of the property.
9. Count 9 Alleging violation of the fair debt collection practices act (FDCPA) was sustained. And the court specifically ruled against the proposition that mortgage servicers are not debt collectors under the FDCPA.

All these claims were brought in Arizona and other states previously but they were summarily swept aside before the judges started to suspect that the entire context of the mortgages, notes, debts and foreclosure were lacking credibility.

Neil Garfield | October 29, 2014 at 9:59 am | Categories: [foreclosure](#) | URL: <http://wp.me/p7SnH-6zq>

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From: [NY Banksup Applications Comments](#)
To: [Whidbee, Robin](#); [McCune, Crystall](#); [Caetano, Ruth](#); [Brannon, Lisa](#)
Subject: FW: Please Hold Public Hearings about OneWest and CIT Bank Merger
Date: Friday, March 27, 2015 6:18:24 AM

From: Dalen Bogue
Sent: Friday, March 27, 2015 6:18:21 AM (UTC-05:00) Eastern Time (US & Canada)
To: NY Banksup Applications Comments
Subject: Please Hold Public Hearings about OneWest and CIT Bank Merger

Dear President Dudley and Comptroller Curry,

I am writing because I am concerned about the proposed bank merger of CIT Group and OneWest bank, which would create another Too Big To Fail bank.

I am urging you, as the regulators of these banks, to hold public hearings in Los Angeles so the public can hear more about the risks of allowing another Too Big To Fail bank to be created.

Please show us that Main Street is more important than Wall Street!

Dalen Bogue

Rohnert Park, CA 94928

From: [Bae, Philip](#)
To: [McCune, Crystal](#)
Cc: [Whidbee, Robin](#)
Subject: FW: CRC's 6th comment letter on OWB merger and letter regarding possible retaliation -FRSONLY-
Date: Friday, April 03, 2015 9:51:12 AM
Attachments: [CRC's sixth comment letter re OWB.pdf](#)
[CRC concerns re possible retaliation.pdf](#)

From: Kevin Stein [mailto:kstein@calreinvest.org]
Sent: Thursday, April 02, 2015 11:12 PM
To: Finnegan, David; Bae, Philip
Subject: CRC's 6th comment letter on OWB merger and letter regarding possible retaliation

Dear David and Philip,

Please find attached CRC's 6th comment letter opposing the merger of OneWest Bank and CIT, and a letter raising concerns about possible retaliation against consumers by OneWest Bank.

Thank you

Kevin

--

Kevin Stein
California Reinvestment Coalition
415-864-3980
www.calreinvest.org
Follow us on Twitter: CalReinvest
Join Our FaceBook Page: California Reinvestment Coalition

--

Kevin Stein
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CALIFORNIA REINVESTMENT COALITION

April 2, 2015

Janet Yellen
Chair
Federal Reserve Board of Governors

Thomas Curry
Comptroller
Office of the Comptroller of the Currency

Martin Gruenberg
Chair
Federal Deposit Insurance Corporation

Mel Watt
Director
Federal Housing Finance Agency

Richard Cordray
Director
Consumer Financial Protection Bureau

Julian Castro
Secretary
Dept. of Housing and Urban Development

Re: *CRC's 6th comment letter: Continuing opposition to CIT Group application to acquire IMB and OneWest Bank and to merge OneWest and CIT Bank*

Dear Chairs Yellen and Gruenberg, Directors Watt and Cordray, Comptroller Curry, and Secretary Castro,

The California Reinvestment Coalition writes this sixth comment letter expressing our continuing opposition to the proposed acquisition of IMB and OneWest Bank (OWB) by CIT Group. OneWest has not met, and will not meet, community credit needs, and the Applicants have not established that this merger will provide a public benefit.

We are writing to provide additional information for the public record, to inform the deliberations of the FRB and OCC, and to raise continuing concerns about the negative impacts of OneWest Bank on California communities.

The California Reinvestment Coalition (CRC), based in San Francisco, is a non-profit membership organization of community based non-profit organizations and public agencies across the state of California. We work with community-based organizations to promote the economic revitalization of California's low-income communities and communities of color through access to equitable and low cost financial services. CRC promotes increased access to credit for affordable housing and community economic development, and to financial services for these communities.



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CRC thanks and commends the Federal Reserve and the OCC for holding a public meeting on the merger on February 26 in Los Angeles, and for conducting the meeting in a manner that allowed for multiple points of view to be heard.

CRC's FOIA Request to the Department of Housing and Urban Development

The FRB and the OCC should refrain from making a final determination on OWB and CIT Group's merger application until data on Financial Freedom foreclosures, and customer complaints against Financial Freedom, become a considered part of the public record. OneWest Bank and its subsidiary Financial Freedom have foreclosed on many consumers, possibly in contravention of federal protections.

Regulators cannot possibly make determinations as to the positive or negative impact of OneWest on its communities, including low and moderate income communities, without establishing basic facts about the foreclosure practices of OneWest and Financial Freedom.

Because this information is crucial to evaluating whether there is a public benefit associated with this merger, CRC has sought data concerning OneWest and Financial Freedom foreclosures, including the number of foreclosures processed, consumer complaints filed against the companies, their foreclosure pipeline, and the extent and nature of regulatory compliance and oversight. Because OWB has refused to provide this data, CRC filed a FOIA request with HUD in November of 2014.

In our FOIA request, we have sought information about the number, nature and resolution of complaints filed by consumers with HUD against Financial Freedom. We also requested data on the number of foreclosures processed by Financial Freedom since OneWest took over ownership, including the number of such foreclosures processed against non-borrower surviving spouses, and the number of loans being serviced by Financial Freedom where a younger spouse was not listed on the loan and is therefore at risk of foreclosure upon the death of the borrower spouse.

Despite the importance and timeliness of this information, HUD has denied our request for a fee waiver, effectively stalling our FOIA request. CRC challenged the fee waiver denial, and HUD denied our appeal, citing the too "ephemeral" nature of our request. We find this decision to be absurd, and expect that we will ultimately receive a fee waiver and receive the data we seek.



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We would add that since October of 2014, we have asked for data on the total number of OneWest foreclosures in California and across the US since OneWest purchased IndyMac in 2009, but we have yet to receive an answer. Given the unique FDIC shared loss agreement and the costs these foreclosures have created for communities and local governments, we believe this is a relevant and important data point for regulators to consider.

As these data are critical to the regulators' determination on these merger applications, we urge the FRB and the OCC to refrain from any final decisions on the applications until such time as we receive a response to our FOIA request, or until the regulators otherwise obtain this information and make it part of the public record.

No commitments on servicing and foreclosure

Due to OWB and CIT Group's lack of substantive commitments on servicing and foreclosure, regulators should not approve this merger without meaningful conditions, including an audit of foreclosure and servicing policies and practices. While OneWest and CIT Group have made certain commitments relating to their CRA plans -- plans we find woefully inadequate based on the performance and commitments of their peers -- the banks have offered no commitments whatsoever regarding OneWest foreclosure practices. This is troubling given the extensive evidence presented (consumer testimonies, counselor surveys, litigation, etc.) during this merger process about poor servicing and foreclosure practices by OneWest and Financial Freedom. Furthermore, nearly every consumer who testified at the public hearing cited a lack of a single contact at Financial Freedom, multiple mixed messages from Financial Freedom staff, and numerous bank-created obstacles in attempting to keep their homes.

In fact, through a cursory review of public notices filed, we find that OneWest and Financial Freedom foreclosures are continuing with alarming speed. We have seen notices for at least twenty-seven (27) foreclosure sales from across the U.S. over a three week period. Several of these notices appear to be regarding proposed foreclosures on non-borrower spouses, heirs and estates. We urge the regulators to ensure that all foreclosures on successors in interest have been in full compliance with existing CFPB and HUD rules, and state law. Further, we urge that Financial Freedom refrain from any further foreclosures on surviving spouses of HECM borrowers while HUD's policy on this score is refined and finalized.

Moratorium on widow foreclosures

OneWest and Financial Freedom should cease all foreclosures on non-borrower surviving spouses as HUD clarifies its policies. At the public hearing, representatives from the Banks suggested that the stories of reverse mortgage foreclosure victims were unfortunate, but that



CALIFORNIA REINVESTMENT COALITION

the problem was with HUD and not OneWest. While HUD needs to revise and improve its mortgagee letter regarding non-borrower surviving spouses, OneWest and its investors cannot disclaim any responsibility for buying a bank that had a vigorous reverse mortgage business, and where they probably calculated to the senior, how many reverse and forward mortgage foreclosures they would process and for which they would seek loss share and/or FHA reimbursement. This is precisely the business that OneWest investors bought, a foreclosure machine, and one that has earned the billionaire owners of OneWest billions of dollars in profit.

Yet even looking forward, OneWest is merely paying lip service to its concern for reverse mortgage borrowers and their families. OneWest refuses to observe a moratorium on surviving spouse foreclosures while HUD's policy is in flux. At the public hearing, OneWest officials indicated their support for a foreclosure moratorium on non-borrower surviving spouses, if only HUD would permit it. Alas, their hands are tied.

Yet in fact, we understand that Wells Fargo, and perhaps J.B. Nutter, have taken the position that they will not process foreclosures on non-borrower surviving spouses until, at least, HUD clarifies some of the open questions relating to this emerging policy.

OneWest should do no less —especially considering its claim at the public hearing that they actually support such a moratorium—and the regulators should require OneWest and Financial Freedom to refrain from foreclosing on non-borrower surviving spouses until this issue is resolved. Additionally, regulators should ensure that OneWest and Financial Freedom strictly comply with all applicable rules and regulations protecting all borrowers, surviving spouses, and heirs.

Further, we are concerned that OneWest and Financial Freedom are not implementing the new HUD mortgagee letter consistently across all borrowers. If Financial Freedom is allowing only certain surviving spouses to try to avail themselves of the new, limited HUD protections, that raises serious fair lending questions that HUD, the OCC and CFPB should investigate. Further, these regulators should investigate on what basis Financial Freedom determines who may provide evidence that they may be entitled to stay in their homes. OneWest and Financial Freedom must fully address these issues before they are permitted to merge.

Finally, we understand that HUD may be reconsidering its mortgagee letter on non-borrower surviving spouses. OneWest and Financial Freedom must cease all foreclosures on such households until the matter is settled.



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Evading state law

Further, if this merger is approved, it should be approved on the condition, amongst others, that OneWest cease its efforts to evade the California Homeowners Bill of Rights. OneWest bases these efforts on the legally unsupportable argument that the loans it acquired from IndyMac as originator are not subject to state law, as Indymac was a federally chartered thrift supervised by the Office of Thrift Supervision. We have raised concerns in previous comment letters, and the Homeowner Bill of Rights (HBOR) Collaborative testified forcefully at the public meeting, about this dubious legal argument and the pernicious problems it enables.

In this case, the OCC and the state Department of Business Oversight (DBO) should confirm that all California servicing conducted by OneWest and Financial Freedom is, and has been, subject to HBOR. Further, the FDIC should investigate and determine that no loss share payments have been made on foreclosures resulting from dual track and Single Point of Contact (SPOC) violations committed by OneWest where the Bank argued that HBOR did not apply. In other words, the FDIC should not be paying or reimbursing OneWest for certain foreclosure costs where OneWest improperly argued that it did not have to follow state law protections against dual track and the obligation to provide a SPOC.

Weak CRA promises, schemes, contributions

If this merger is approved, it should be approved on the condition, amongst others, that the combined entity will be subject, for CRA examination purposes, to a full scope review in more than the one assessment area proposed by the banks, and that the resulting bank be required to reinvest in all communities from which deposits are taken, even if those communities are outside of California. These provisions are crucial ensuring that the combined entity's CRA activity stays true to the spirit of the CRA.

The combined entity will be a new Systemically Important Financial Institution with 73 branches, and, as such, should be subject to full scope CRA review in more than the one assessment area proposed by the Bank. What's more, CIT Bank has been circumventing the Community Reinvestment Act by reinvesting mainly in a Salt Lake City assessment area in which the Bank is headquartered. This assessment area very likely represents a community from which only a small minority of CIT Bank's billions in deposits derive. Any SIFI bank created by virtue of regulatory merger approval should reinvest in the markets where most of its online depositors live.



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In this case, the Applicant's CRA Plan and promises will keep OneWest and any successor below its peers and among the lowest performing CRA banks in California. Even supporters of the bank are calling on the bank to devote .05% of deposits for charitable contributions, which appears to be more than twice what the bank promises to do annually,¹ and significantly more than OneWest contributed before it decided to proceed with this merger.

No decision before upcoming Audit

The FDIC has indicated that it has a loss share audit of OneWest Bank scheduled for May of 2015. Given the large body of evidence raising concerns about OneWest's foreclosure and servicing practices, the regulators should await the findings of that audit before making a final determination on these bank merger applications.

As part of the audit, the FDIC should explore and confirm that:

- No loss share payments were made on foreclosures where OneWest did not comply with HBOR protections, as discussed above;
- OneWest did not improperly foreclose on any home, rather than offer a loan modification, before seeking reimbursement for certain costs associated with foreclosure under the loss share agreement; and
- OneWest followed the proper procedure in seeking reimbursement for certain costs associated with reverse mortgage foreclosures that were insured by FHA. For HECM foreclosures, we understand the proper process is for OneWest to first file an insurance claim with FHA before seeking any loss share payments from the FDIC under the loss share agreement.

Conclusion

In summary, we urge the regulators to:

- Ensure a full and substantive response to CRC's FOIA request of HUD
- Refrain from making any decision on this merger until that information, as well as additional information on the extent of OneWest foreclosures in California and the nation, is made part of the public record
- Determine that OneWest and its affiliates are subject to the California Homeowner Bill of Rights

¹ "Heavier Scrutiny for Banks' Charitable Donations Could Backfire," Pastor Mark Whitlock and Gilbert R. Vasquez, American Banker, March 16, 2015.



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- Ensure that OneWest and Financial Freedom honor a moratorium on foreclosures of non-borrower surviving spouses until HUD develops a policy that will keep surviving spouses in their homes. Ensure that Financial Freedom's implementation of the HUD mortgagee letter on non-borrower surviving spouses is compliant with fair housing and fair lending law
- Review all files of consumers who testified at the public meeting on February 26, or submitted comments as part of this merger process, in order to ensure that there has been no retaliation by OneWest Bank or Financial Freedom against those who exercised their First Amendment rights
- The FDIC should ensure there is an exhaustive loss share audit of OneWest beginning in May, to confirm that OneWest has not received payments for improper foreclosures, and that OneWest has not improperly billed the FDIC for costs that should have been submitted to the FHA. No decision on this merger should be made before the results of this audit are made public.

In determining whether this proposed merger would provide a public benefit, the regulators must consider all of the evidence, including that of the substantial harm caused by OneWest, the public subsidy received by OneWest and CIT, and the threat to financial stability posed by these institutions, if the regulators fail to impose meaningful conditions on any approval. The regulators must ensure that CITBNA reinvests in all communities where it has depositors and at a level commensurate with its size. Further, the regulators must ensure that OneWest is doing all that it can to preserve homeownership for borrowers, surviving spouses and heirs, complying with existing laws and rules, and not further harming communities. In no event should a decision on this merger be made before the FDIC oversees and publicizes the findings of its next loss share audit of OneWest beginning in May.

Thank you for your consideration of these views. Please feel free to contact me at (415) 864-3980 if you wish to discuss this matter further.

Very Truly Yours,

Kevin Stein
Associate Director

Paulina Gonzalez
Executive Director

cc: Jan Owen, Commissioner, California Department of Business Oversight
Ivan J. Hurwitz, Vice President, FRB NY, comments.applications@ny.frb.org
David Finnegan, Office of the Comptroller of the Currency, WE.Licensing@occ.treas.gov



CALIFORNIA REINVESTMENT COALITION

March 30, 2015

Janet Yellen
Chair
Federal Reserve Board of Governors

Thomas Curry
Comptroller
Office of the Comptroller of the Currency

Martin Gruenberg
Chair
Federal Deposit Insurance Corporation

Mel Watt
Director
Federal Housing Finance Agency

Richard Cordray
Director
Consumer Financial Protection Bureau

Julian Castro
Secretary
Dept. of Housing and Urban Development

Re: Request for investigation into possible retaliation by OneWest/CIT against homeowners who testified at public meeting

Dear Chairs Yellen and Gruenberg, Directors Watt and Cordray, Comptroller Curry, and Secretary Castro,

We are writing to urge you to investigate possible retaliation by OneWest bank and CIT Group against consumers who exercised their First Amendment rights to participate in the public meeting on the pending merger, held on February 26, 2015 in Los Angeles, or who submitted comments as part of the public comment period related to the merger.

The regulators have an obligation to ensure that consumers do not suffer adverse consequences for testifying or participating in public processes related to pending applications before your agencies. The integrity of the entire public process is in question if the public cannot be assured that it is protected from retaliation for its participation.

Questions Raised by OneWest's Action Post February 26th Hearing

CRC was informed that Karen Hunziker, a non-borrower surviving spouse who testified at the public meeting in opposition to the OneWest CIT proposed merger, was later notified that her foreclosure sale data had been pushed up from June 27th, 2015 to April 10, 2015. Prior to the public meeting, Ms. Hunziker and her attorney had been informed that she would be entitled to three 90 day extensions. While CRC is not representing Ms. Hunziker, we are deeply troubled to hear that a consumer who testified at a public hearing convened by the banking regulators might be a victim of retaliation by the bank.



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We understand that HUD may be intervening to provide Ms. Hunziker additional time. If true, this in no way absolves OneWest of any responsibility for retaliation or other wrongdoing that may have occurred.

We strongly urge the regulators to review the files of all consumers who testified at the hearing, in order to ensure that they suffer no unwarranted adverse action by OneWest or CIT Group that might validate concerns about retaliation. If the Bank retaliated against Ms. Hunziker, the regulators must take swift action against such outrageous behavior in order to protect the sanctity of bank customers' First Amendment rights, as well as that of the public process.

Beyond Ms. Hunziker's case, we urge the OCC and the Federal Reserve to review the files for all consumers who testified at the public meeting, or who submitted written testimony, expressing any concerns with OneWest or Financial Freedom, or opposing the merger.

Very Truly Yours,

Paulina Gonzalez
Executive Director

Kevin Stein
Associate Director

cc: Jan Owen, Commissioner, California Department of Business Oversight
Ivan J. Hurwitz, Vice President, FRB NY, comments.applications@ny.frb.org
David Finnegan, Office of the Comptroller of the Currency, WE.Licensing@occ.treas.gov
Al Hamilton, El Dorado Legal Services

From: [Bae, Philip](#)
To: [McCune, Crystal](#)
Cc: [Whidbee, Robin](#)
Subject: FW: OneWest Bank Comment letter followup to public hearing and OneWest Bank Consumer retaliation - FRSONLY-
Date: Friday, April 03, 2015 9:53:03 AM
Attachments: [JOLLEY Comment letter followup to Public Hearing and OWB retaliation 4-1-15.doc](#)

From: Sandy Jolley [mailto:sjolley2@compuserve.com]
Sent: Friday, April 03, 2015 12:24 AM
To: Bae, Philip; David.Finnegan@occ.treas.gov
Cc: kstein@calreinvest.org
Subject: OneWest Bank Comment letter followup to public hearing and OneWest Bank Consumer retaliation

Dear Philip and David,

Please find attached my comment letter followup to the Public Hearing (OneWest Bank Merger Application) in Los Angeles and OneWest Bank's retaliation to consumers who spoke in opposition to the merger. Thank you

Regards,

Sandy Jolley

Reverse Mortgage Suitability and Abuse Consultant

Phone: 805 402-3066

Fax: 805 984-3806

April 1, 2015

Re: *Opposition to CIT Group Application to Acquire IMB and OneWest Bank,*

Subject: *Concerns regarding Reverse Mortgage Servicing and Foreclosure Practices and OneWest Bank Retaliation of Consumers who gave Testimony at Public Hearings*

Dear Chairs Yellen and Gruenberg, Directors Watt and Cordray, Comptroller Curry, and Secretary Castro

My letter is in response to the testimony of Mr. Joseph Otting, CEO and President of OneWest Bank at the Public Hearing for the merger application of OneWest Bank and CIT, on February 26, 2015. Frankly, I was shocked by Mr. Otting's complete disregard of the consistently harmful servicing and foreclosure practices testified to by consumers and advocates. Mr. Otting's only response to these concerns was to state that Financial Freedom Reverse Mortgage issues were "a footprint ONEWEST BANK inherited" and then arrogantly chalked it up to "consumer dissatisfaction with HUD regulations". As if to say OneWest Bank has no control of the servicing of approximately 175,000 reverse mortgage loans in their servicing portfolio that has brought in billions in revenue over the past six years.

The testimony of consumers was not a criticism of the few HUD regulations designed to protect consumers but rather illustrative of OneWest Bank's consistent and deliberate failure to comply with Federal Regulations, State Laws, and Consumer Protections in the servicing and foreclosure practices of Reverse Mortgages.

CONCERN REGARDING THE MERGER APPLICATION PROCESS

As the irreparable harm and violations (of law) in the reverse mortgage servicing and foreclosure practices are not considered in the merger application process it is obvious that OneWest Bank is pretending they don't exist.

The OneWest Bank Consent Order of 2011, states in part “The OTS has identified certain deficiencies and unsafe or unsound practices in residential mortgage servicing and in the initiation and handling of foreclosure proceedings.” OneWest Bank not only continues the deficiencies, unsafe, unsound servicing practices and handling of foreclosure proceedings but has deliberately become more sophisticated and aggressive in these practices resulting in consumers wrongfully being displaced from their homes.

It’s outrageous that Mr. Otting, President and CEO of OneWest Bank, while in the midst of the merger application process, has not shown any leadership or commitment to ensure consumers are provided guidance and support in compliance with HUD regulations, state laws and consumer protections to keep their homes.

Mr. Otting has not given any evidence that this merger would benefit any consumer or community. To the contrary, he has certainly shown that OneWest Bank will continue to conduct business as usual regardless of the unprecedented outcry of consumers who have been harmed by OneWest Bank’s business practices over the past six (6) years.

RETALIATION

As Regulators continue to review the Merger Application, it is astonishing that OneWest Bank swiftly and viciously retaliated against three (3) consumers (still under the servicing of Financial Freedom) who testified in opposition to the OneWest Bank Merger.

At the OneWest Bank Protest on December 16, 2014, Ms. Lavulo gave testimony about ONEWEST BANK’s attempt to wrongfully auction her family property three (3) times in 6 weeks.

At the request of the OCC, I provided three (3) consumer loans (Hunziker, Allen, and Lavulo) with consistent servicing and foreclosure violations/deficiencies to forward to ONEWEST BANK for review. I sent these files via email to the OCC on February 5, 2014.

At the Public Hearing on February 26, 2015, Ms. Lavulo, Mr. Allen and Mrs. Hunziker gave testimony. Immediately following the hearing, OneWest Bank retaliated against all three for publically speaking out. *Please see below.*

Karen Hunziker

Mrs. Hunziker is a non-borrowing spouse who lived in her home for 19 years with her husband until his death in May 2014.

Mrs. Hunziker testified to the following:

- 10 days after my husband's death ONEWEST BANK sent me a repayment letter and a PRE-FORECLOSURE letter saying they would initiate foreclosure in 30 days.
- ONEWEST BANK claimed I have less rights than other heirs because I am a non-borrowing spouse;
- ONEWEST BANK made a legal determination to the validity of my legal authority as Successor Trustee of our Trust
- ONEWEST BANK demanded my Trust be recorded violating my privacy rights, federal regulations, and California Law
- ONEWEST BANK Refused to communicate with me directly;
- ONEWEST BANK used the California Homeowner's Bill of Rights to Accelerate foreclosure and violate Federal Regulations as to time and repayment of the loan
- Refused to acknowledge or offer the Non-borrowing spouse option requested 4 times by me and/or my attorney.
- With HUD intervention I received a letter from Financial Freedom promising three (90) day extensions to June 27, 2015 before an auction would be scheduled.

Retaliation: Immediately after Mrs. Hunziker's testimony at the Public Hearing OneWest Bank retaliated by cutting off communication with her and recorded a Notice of Trustee Sale for April 10, 2014.

Michael Allen

Mr. Allen is Successor Trustee for his mother, the borrower of a Financial Freedom reverse mortgage. His mother's intention for her estate was for her family to sell the home to repay the loan. She died on June 12, 2014

Mr. Allen testified to the following:

- At all times, I was in compliance with HUD regulations.
- OneWest Bank did not provide a Single Point of Contact nor provide any guidance or instruction to help me satisfy the loan.
- I initiated all calls to OneWest Bank and spoke to a different person with a different story and different reason to deny my requests.
- OneWest Bank claimed they didn't get my documents time after time. THEY DID
- OneWest Bank tried to force me into a short sale twice after I wrote saying I wanted to pay the lesser amount of the loan balance. The appraised value was about \$35,000 more than the loan balance
- OneWest Bank refused to perform or pay for a HUD required appraisal.
- I called OneWest Bank on October 1st to inform them a sale was in process.
- On 11/3 I received notification that OneWest Bank had recorded a Notice of Trustee sale on September 29, approx 3 months after my mother's death and 2 months after receipt of the repayment letter.
- OneWest Bank used Arizona foreclosure laws to violate HUD regulations and my right to time to sell the property.
- OneWest Bank refused to postpone auction.
- Auction cancelled with HUD intervention.
- OneWest Bank added foreclosure related legal fees and drive by appraisal fees to the loan pay off.

Retaliation: After Mr. Allen's testimony at the public hearing OneWest Bank retaliated by attaching a force placed insurance policy of \$1,839.00 when OneWest Bank had evidence of continuous hazard insurance coverage by Mr. Allen. OneWest Bank also refused to remove foreclosure related legal and appraisal fees of \$2,508.50 caused by OneWest Bank accelerating foreclosure.

**TOTAL RETALIATION COST ADDED TO LOAN PAY-OFF:
\$4,347.50**

Elizabeth Lavulo

Ms. Lavulo spoke at the OneWest Bank protest, her loan was submitted to OCC for OneWest Bank review, and she testified at the Public Hearing.

Ms. Lavulo testified to the following:

When my Grandmother was sold a reverse mortgage her conditional acceptance was based on her family's ability to retain the property after her death. When she passed away, I did everything according to HUD regulations to repay the loan.

Beginning with the repayment letter OneWest Bank:

- Did not provide a Single Point of Contact or anyone helpful.
- ONEWEST BANK said they didn't get my documents – time after time. THEY DID
- ONEWEST BANK claimed I did not have legal authority to speak to them or act on behalf of my grandmother's estate – I DID
- ONEWEST BANK Accelerated foreclosure 4 months after my Grandmother's death
- ONEWEST BANK refused to honor my letter of intent to repay the loan and refused to grant me the HUD authorized time to obtain a new loan.
- I provided proof of loan approval multiple times
- The ONEWEST BANK response: 3 attempts to auction the property in 6 weeks - on September 17th, October 17th and October 31st 2014. It was only stopped with hours to spare by HUD intervention.

Retaliation: Certified funds were sent to ONEWEST BANK per their payoff statement. ONEWEST BANK refused to accept the certified funds and demanded additional legal fees because ONEWEST BANK chose to list the property for auction a 4th time. ONEWEST BANK's statement to escrow "If the additional fees for listing the property for auction are not paid immediately ONEWEST BANK will return the certified funds and auction the property."

TOTAL RETALIATION FEES ADDED TO LOAN PAYOFF: \$2,015.60

CONCLUSION

OneWest Bank has had many opportunities to acknowledge the consumer issues brought forth by consumers and advocates. They have had ample opportunity to take all necessary and appropriate steps to remedy the deficiencies and unsafe or unsound practices identified by consumers and as agreed to in the Consent Order of 2011. OneWest Bank has made a conscious decision to ignore these issues and to retaliate against anyone who dares to speak out in opposition to the merger.

Since the OneWest buyout of Indymac in March 2009 consumers have complained of wrongful servicing and foreclosure practices. In the short six year history of OneWest Bank the harmful servicing and foreclosure practices have existed and continue to be the standard of practice. OneWest Bank must be very confident that their Application will be approved no matter how dangerous and harmful their business practices continue to be.

OneWest Bank has a duty to show it is Trustworthy to become a "Systemically Important Financial Institution" in all business practices. It would be reckless if regulators approve this merger without investigating and assessing the risk of these practices as part of the merger process.

REPECTFULLY SUBMITTED RECOMMENDATIONS:

1. Given the disturbing history of OneWest Bank's servicing and foreclosure practices, the Consent Order, and Consumer Testimony consumers ask regulators to consider the Servicing and Foreclosure practices as part of the Merger Application Process.
 2. As part of this specific Merger Application Process conduct an investigation, and risk assessment of current and future harm to consumers, the FHA insurance fund, and the loss share agreement.
 3. Due to the merger requirement to show a public benefit from the merger, consumers and the public in general are entitled to an investigation, audit, and review of all of ONEWEST BANK Loan Files, prior to a merger approval.
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4. Deny the OneWest Bank merger application. Or, in the alternative, prior to approval of the merger a strict condition:
 - Minimum 1 year Remediation Program, with compliance triggers, to remedy the unsafe unsound servicing and foreclosure practices causing consumer displacement, risk to the FHA insurance fund and the loss share agreement.

Documented evidence of all statements and testimony contained in this letter is available upon request.

If you have any questions about this letter, or wish to talk further, please feel free to contact me at (805) 402-3066

Very Truly Yours,
Sandy Jolley

Sandy Jolley
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cc: California Reinvestment Coalition
Janet Yellen, Chair, Federal Reserve Board of Governors
Thomas Curry, Comptroller, OCC
Martin Gruenberg, Chair, FDIC
Mel Watt, Director, FHFA
Richard Cordray, Director, CFPB
Julian Castro, Secretary HUD