

ORIGINAL

from the desk of  
**Michael F. Parra**

tel: 702 791 3777

2 pages.

7 Dec. 2010

Case: ADK  
Dept: 435

**FILED**

DEC 10 2010

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
CHIEF DEPUTY CLERK

Clerk of Supreme Court  
**Ms. Tracie Lindeman 775 684 1600**  
201 S. Carson City Street  
Carson City, NV. 89701

ADKT 435

Dear Madam Supreme Court Clerk and Madam and Gentlemen Justices:

**RE: Hearing Comments and Requested Amendment**

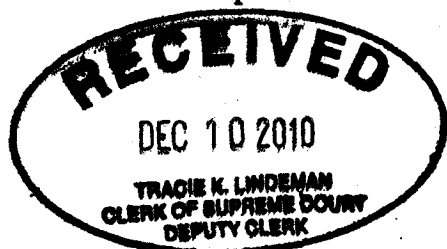
At the hearing, I forwarded to you:

1. Comments on Amendments To Rules and Changes, 7 pages.
2. Exhibit E AG Complaint...*not sent to the AG yet.*
3. Exhibit F B of A Exhibit Summary Outline...*chronological order of alleged violations.*
4. Exhibit G B of A's Deceptive Trade Practice
5. Exhibit H the 25 Year Foreclosure From Hell E-mails to FMP Administrator, Mediator

While it is true that my 12/3/2010 package, *and the package I handed to you on the day of the hearing and my address to Supreme Court Justices on that same day*, focus on EXHIBIT A's "FORECLSURE MEDITATION RULES" in their entirety "not" the Amendments. It is also sure that those packages are spot on with Chief Justice Ron Parraguirre's goal: "*The goal of the Supreme Court is to make sure the program works for those who need it – both home owners and lenders.*" "and" they are spot on with additional rule changes that would make the process more efficient and responsive, to benefit both the homeowner and the lender [page 1, paragraph 2 of Public Hearing Set On Rule Changes For Foreclosure Mediation Program handout].

To synopsize my packages, and comply with the Chief Justices requests, please read below my comments and requested amendment... *see AMEND EXHIBIT A, Rule 9, page 6(c) below.*

(page 1 of 2)



10-32326

### NRS 645.254 ADDITIONAL DUTIES OF A LICENSEE

A real estate licensee who has entered into a brokerage agreement to represent a client in a real estate transaction:

1. Shall exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out his or her duties pursuant to the terms of the brokerage agreement;

2. Shall not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless he or she is required to do so pursuant to an order of a court of competent jurisdiction or is given written permission to do so by the client;

3. Shall seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;

4. Shall present all offers made to or by the client as soon as is practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;

5. Shall disclose to the client material facts of which the licensee has knowledge concerning the transaction;

6. Shall advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and

7. Shall account for all money and property the licensee receives in which the client may have an interest as soon as is practicable.

(Added to NRS by 1995, 2073; A 2007, 1788)

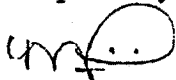
### A REALTOR'S PLEDGE

REALTOR's pledge themselves to protect an individual rights of real estate ownership and to widen the opportunity to enjoy it. To be honorable and honest in all dealings. To seek better to represent their clients by building my knowledge and competence. To act fairly towards all in the spirit of the Golden Rule. *To serve well my community, and through it my country.*

### AMEND EXHIBIT A, Rule 9, page 6 (c)

To include A Real Estate Licensee, while acting under the authority of his license, who has entered into a brokerage agreement to represent a client in a real estate transaction to short sale their home where a loan modification may supersede.

Respectfully,



Michael F. Parra not an esquire  
Real Estate License/Business Support Servicer/Public Advocate

3299 Astoria Drive  
Las Vegas, NV 89121

fax: 702 791 0019  
e-mail [m24hrrep@aol.com](mailto:m24hrrep@aol.com)

1 Michael F. Parra  
2 3299 Astoria Drive  
3 Las Vegas, NV 89121  
4 (702) 791 3777

5 Real Estate Salesman

6 **Supreme Court Clerk**  
7 201 South Carson Street  
8 Carson City, Nevada 89701

9 Michael F. Parra

) Case No. **ADKT**

) Dept. No. **435**

)

10 Real Estate Salesman

)

) **COMMENTS ON, AMMENDMENTS**  
) **TO, RULES AND CHANGES**

11 Forwards to

)

)

12 THE FORECLOSURE MEDIATION  
13 PROGRAM

) Tracie K. Lindeman

) Clerk of Superior Court

14 Administrator

)

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15  
16 **EESA OF 2008 MOTIVATION**

17 1. To immediately provide authority to the U.S. Treasurer to:

- 18 (a) to **restore liquidity** and **stability** to the **financial system** of the U.S.  
19 (b) **ensure authority** and **facilities** are used in a manner that –

- 20 (1) protects home values, college funds, retirement accts, and life savings.  
21 (2) preserves homeownership and promotes jobs and economic growth.  
22 (3) maximize overall returns to the taxpayers  
23 (4) provides accountability for the exercise of such authority.

24 **FMP HEARING INTENTION**

25 2. To **bring together, to benefit**, both the borrower and the lender.

26 **FMP MOTIVATION**

- 27 3. **Make** the Foreclosure Mediation Program more **efficient** and **responsive**.  
28 4. **Make** sure the program works for **those who need it**.  
29

1 **NRS 645F.300 to 450 INTENTION**  
2

3 1. It is important to remember the intention of NRS 645F.300 through 450 and that  
4 Intention, according to Senior Deputy Attorney General Earnest Figueroa, is to protect the consumer  
5 from predatory loan modification and foreclosure practices. In that regard, we "must" recognize that  
6

7 **FACTS**

8 All real estate **licensees complete** 90 hours of pre-licensing education, including, not limited to,  
9 agency, finance, appraisal and 15 hours of Nevada and real property law. Further, each and every two  
10 years thereafter, the licensee is required to complete 24 hours of continuing education which includes a  
11 minimum 3 hours of real estate law, 3 hours of agency, 3 hours of ethics and contracts and 18 hours  
12 of general real estate education...*covering general information applicable to current practice, current*  
13 *market conditions*. Also available to the **need to know** real estate professional is an 18 hour foreclosure  
14 and short sale class with information based on a licensee's ability to participate relative to  
15 negotiations with a short sale or foreclosure sale. **It is important to understand** that a real estate  
16 licensees continuing education is doubling up on short sale and loan modifications. **Equally important,**  
17 is the fact that a real estate licensee's **E&O insurance** covers loan modifications, they are finger  
18 printed, **and** their back grounds are checked, in the exact same manner as a licensed foreclosure  
19 consultants are required. **Lastly,** real estate licensees are heavily regulated as clearly evidenced above  
20 and further noted in NRS and NAC 645 of Title 54 **more so** than even a licensed attorney or foreclosure  
21 consultant, and that's evidenced via a real estate licensee's mandated brokerage agreement and  
22 advance listing fees.  
23

24 **TO RESORT STABILITY AND LIQUIDTY TO THE FINANCIAL SYSTEM**  
25

26 Real estate brokers are licensed pursuant to TITLE 54 of NRS. While acting under the authority  
27 of their license, the client designates the licensee to assist them with a **short sale where a loan**  
28 **modification may supersede** per NRS 645.254 (1), (6) and (7) and the client pays the designated  
29 licensee an Advance Listing Fee per NRS 645.280 (2) and per NRS 645.322 - 324. **STABILITY:** This,  
30

1 short sale where a loan modification may supersede, stabilizes the market two fold: (1) It  
2 prevents the recording of a notice of default and (2) it prevents a foreclosure. **LIQUIDITY:** This,  
3 short sale where a loan modification may supersede, restores liquidity two fold: (1) A preapproved  
4 short sale will obtain multiple offers. Hence, obtain a higher selling price for the bank. (2) A loan  
5 modification will reduce the inventory of homes for sale.

#### 6 AMEND FORECLOSURE MEDIATION RULE 8

7  
8 To bring the buyer and lender together **"and"** increase the FMP process and efficiency,  
9 Amend II. Participation In the Foreclosure Mediation Program Rule 8 (b) **to include** (v) A real  
10 estate Licensee, while acting under the authority of his license, who has entered into a brokerage  
11 agreement to represent a client in a real estate transaction to short sale their home where a loan  
12 modification may supersede. **Justification:** A real estate licensee, while acting under the  
13 authority of their license; **EFFECTS,** (a) No notice of default or foreclosure are recorded, (b)  
14 inventory is reduced, (c) home prices stabilize, increase

#### 15 16 SUPREME COURT PRECEDENT

17  
18 It is said... "*Mosley is biased because he has said that neither he nor Washoe County Judge*  
19 *Patrick Flanagan would ever sanction a lender who acts in bad faith by modifying a loan.*" [Doug  
20 McMurdo, 11/17/2010, Las Vegas Review Journal].

#### 21 LAW

22 NRS 107.086 (5) If the beneficiary of the deed of trust or their representative fails to  
23 attend the mediation, fails to participate in the mediation in good faith or does not bring to the  
24 mediation each document required by subsection 4 or does not have the authority or access to a  
25 person with the authority required by subsection 4 (*now referenced in Rule 5 11 (a)(b)(c) and Rule*  
26 *8 (3) (4) and (5) of Exhibit A, Amended Foreclosure Mediation Rules, Revised Draft 10/21/2010*)  
27 the mediator shall prepare and submit to the Mediation Administrator a petition and  
28 recommendation concerning the imposition of **sanctions** against the beneficiary of the deed of  
29 trust or their representative. The court may issue an order imposing such sanctions against the  
30

1 beneficiary of the deed of trust or the representative as the court determines **appropriate**,  
2 including, without limitation, requiring a loan modification in the manner determined **proper** by  
3 the court.

4 AMEND NRS 107.086

5  
6 Exhibit A, I. Scope of Rules. Rule 1. The Foreclosure Mediation Program. 1. Authority and  
7 Scopes purpose is to create rules for the Efficient Administration of Justice. **CREATE A RULE**,  
8 when a servicer, bank or private investor act in bad faith and **or** are non-compliant with, not  
9 limited to: NRS, United States Code, Code of Federal Regulation, Uniform Commercial Code and  
10 or they are non-compliant with Fannie Mae, Freddie Mac and Hud Underwriting Guide lines (*any*  
11 *state or federal law and underwriting guidelines that existed when the loan was originated and*  
12 *assigned*) the mediator **"shall"** prepare and submit to the Mediation Administrator a petition and  
13 recommendation imposing the following sanction against the beneficiary of the deed of trust.

14 **SANCTION:** The beneficiary that acted in bad faith and, or is in non-compliant above, until good  
15 faith is evidenced, the beneficiary shall defer the underwater amount of the principal balance, on  
16 the back end of the remaining principal balance, aka mark-to mark or current market sold prices,  
17 as a silent second at 0% interest, due and payable when the loan matures. The beneficiary shall  
18 modify the interest rate to 2.75% to 5%, principal and interest. If, when, the beneficiary acts in  
19 good faith, and during the time the loan has been modified, if the borrower made their payments  
20 on time 4 months consecutively, the beneficiary to modify the loan as above. If, when, the  
21 beneficiary acts in good faith, and the borrower has not made the above payments on time  
22 (defaults), issue a certificate to the beneficiary. If, the borrower does not make the  
23 aforementioned payment (defaults), and the beneficiary is not able to clearly evidence proof of  
24 ownership, **ORDER** an instrument of ownership that evidences that the beneficiary is the rightful  
25 owner, then issue to the beneficiary a certificate to foreclose...*I want to forward to the bench the*  
26 *following complaint, referenced as Exhibit E, and my B of A Judicial Exhibit Summary, referenced*  
27 *as Exhibit F, and B of A's online Advertisement, referenced as Exhibit G, all of which clearly*  
28 *evidence, not only are B of A deceptive, they are unfair in that they do not comply with Federal*  
29 *and Freddie Mac Guidelines, all of which cost the borrower an estimated \$30,000.00 to*  
30 *\$100,000.00 in this borrower's awarded real estate in her divorce proceeding and "now" possibly*  
*throwing this borrower and her children on the street. Also, I'd like to submit Exhibit H, a possible*  
*outcome (25 year foreclosure) not ORDERING a certificate as referenced above.*

1 AMMEND Exhibit A: I. SCOPE OF RULES

2  
3 Rule 3. Presiding Mediator. 4. Mediator Qualifications. (a)(1) Be licensed to practice law in  
4 the State of Nevada; ***change "or" to*** and. **Also amend (b) to include, not limited to,**  
5 training in Taxation 1099A Acquisition and Abandonment of Secured Property, 1099C  
6 Forgiveness/Cancellation of Debt Discharge of Indebtedness, United States Code, Code of  
7 Federal Regulation, Uniform Commercial Code and Fannie Mae, Freddie Mac Guidelines, HUD  
8 Mortgagee Letters/FHA and VA Guidelines and the many related Acts i.e. Community Reinvestment  
9 Act, Division A Emergency Economic Stabilization Act of 2008, American Recovery Act of 2009, etc.  
10

11 AMMEND Exhibit A: II. FORECLOSURE MEDIATION PROGRAM PARTICIPATION

12  
13 Rule 5. Eligibility In the Foreclosure Mediation Program ***"add"*** 4 (d) If at anytime the  
14 servicer or the banks third party collection company, division, subsidiary, not for profit or housing  
15 counselor, or their recommended home retention department, error in modifying a borrower's  
16 loan, and the 30 day foreclosure election to mediate date has expired, the borrower ***can*** elect to  
17 mediate ***if*** the borrower can present clear evidence that the servicer, the bank or private investor,  
18 or their recommended, home retention department, errored.  
19

20 AMMEND Exhibit A: II. FORECLOSURE MEDIATION PROGRAM PARTICIPATION

21  
22 Rule 5. Eligibility In the Foreclosure Mediation Program ***"add"*** 4 (d) If at anytime the  
23 servicer or the banks third party collection company, division, subsidiary, not for profit or housing  
24 counselor ("home retention department"), or their recommended home retention department,  
25 error in modifying a borrower's loan, and the 30 day foreclosure election to mediate date has  
26 expired, the borrower may elect to mediate if the borrower can present clear evidence that the  
27 servicer, the bank or private investor, or their recommended, home retention department, errored.  
28  
29  
30

1 AMMEND Exhibit A: III. MEDIATION PROCEDURES

2  
3 Rule 8. Documents to be presented for the Mediation "add" 2. At my one and only  
4 mediation which I was stonewalled from even holding my client's hand, the lawyer that I secured  
5 for my client at that time, whom said she was a mediator and she has participated in over 120  
6 mediations, was not aware of what an RMA (Request for Modification and Affidavit) was. To  
7 maintain consistency, predictability and organization, **AMMEND** this rule, replacing the current  
8 worksheet with the standard Making Home Affordable work sheet (aka RMA) to include those  
9 standard required correspondences: (1) documented hardship letter (2) one months most recent  
10 paystubs or, if self-employed, year-to-date profit and loss (3) most recent utility bill, etc.

11 Rule 5. Can be deleted and replaced AMMEND NRS 107.086 above page 4.

12  
13 Rule 14. Change 4 hours to 2 hours...*there's absolutely no reason why a mediation hearing*  
14 *last more than 2 hours.* If a mediator is aware, savvy, of the Making Home Affordable Servicer  
15 Participation Agreement, Supplement directives and NPV models; if NRS 107.086 are amended  
16 above, implemented, the mediation should take no more than 2 hours.

17  
18 Rule 16. Perfecting an RMA (Request for Modification Affidavit) can be accomplished on the  
19 phone or via e-mail in **twenty minutes**...*add another 45 minutes for self-employed wage*  
20 *earners to examine year to date banks statements and comprise a year to date profit and loss.*  
21 The Net Present Value can only be determined via the underwriter...*that clear decline evidence,*  
22 *in clear "evidenced" language, **must** be provided to the mediator at mediation.* Once the mediator  
23 has a perfected the RMA, the mediator can fax or e-mail that to the banks underwriter for  
24 approval/denial.

25  
26 AVAILABLE FOR FURTHER COMMENTS, CONTRIBUTIONS

27 If I have impressed the justices or foreclosure mediation administrator as a man of good  
28 purpose and contribution, I am available for further comments and contributions by appointment  
29 at (702) 791-3777 for it is my every intention to create a win, win for every ones benefit.  
30



**WRITER ANNOUNCEMENT**

1  
2 I was a full-time mortgage banker, broker from 1997 to 2009. I've worked as an intern-  
3 appraiser from 2003 to 2008 whereby I walked hand and foot with many commercial, residential,  
4 land and Hotel and Casino Appraisers. I am a licensed REALTOR from 1998 to present. I've  
5 obtained class certificates of completion in Inspector of Structure, Property Management, Business  
6 Broker and I have helped develop residential and commercial raw from start to finish. I have  
7 made a study of the Federal Reserve as far back as Woodrow Wilson with an emphasis on the  
8 Great Depression, specifically the 1933 Glass-Steagall Act and the Gramm-Leach-Bliley Act of 1999.  
9 I understand that the banks are highly protected, needed in our capitalistic society and it **"is not"**  
10 my intention to lean to far to the right nor the left nor to I advocate for the consumer more then I  
11 do the banks. **My goal** here is to help stabilize a very unstable, speculative and theoretical  
12 America and return to our traditional roots of practicality and common sense. It is my duty and  
13 honor to preserve and protect and individuals rights to homeownership and to widen the  
14 opportunity to enjoy it. To be honorable and honest in all dealings. To seek better to represent my  
15 clients by building my knowledge and competence. To act fairly towards all in the Spirit of the  
16 Golden Rule. To Serve well my community and through it my country.  
17  
18  
19  
20

\_\_\_\_\_ this \_\_\_\_ day of December 2010.  
21 Michael F. Parra  
22 *Realtor, Business Support Servicer and Public Advocate*  
23 3299 Astoria Drive  
24 Las Vegas, NV. 89121  
25 (702) 791-3777  
26  
27  
28  
29  
30



**AG Complaint**

- NRS 598.0923 alleged violation
- Freddie Mac All Regs Chapter 65 alleged violations
- FDIC 6500 Sec. 6 Alleged Violation
- CFR Title 12 Part 30 Alleged Violation

**EXHIBIT E**



1 Marena T. Childs  
2 416 Oakford Street  
3 Las Vegas, NV 89110-3550  
4 (702) 410-3328

5 Consumer Complaint

6 **OFFICE OF THE ATTORNEY GENERAL**  
7 100 NORTH CARSON STREET  
8 CARSON CITY, NEVADA 890701  
9 Fax: (775) 684 1108

10 MARENDA T. CHILDS

11 Borrower

12 Vs.

13 BANK OF AMERICA HOME  
14 LOAN SERVING LP (BAC)

15 Servicer

) Case No.  
) Dept. No.  
) \_\_\_\_\_ Division  
) **COMPLAINT**  
)  
)  
) Earnest Figueroa  
) Senior District Attorney  
)

---

16 *The below content is for informational purposes only and should not be used as a substitute for  
17 consultation with [and not limited to] your tax advisor, attorney, financial advisor.*

18 **NEVADA CONSUMER PROTECTION**

19 Under the direction of the Attorney General and Consumer Advocate, the Bureau of Consumer  
20 Consumer Protection (BCP) enforces various consumer protection statutes, in particular deceptive trade  
21 and antitrust laws, through the filing of lawsuits on behalf of the State of Nevada and the public good.

22 **NEVADA LAW**

23 1. NRS 598.0923 A person engages in a “deceptive trade practice” when in the course of  
24 his or her business or occupation he or she knowingly. 3. Violates a state or federal statute or regulation  
25 relating to the sale or lease of goods or services.

26 **FACTS**

27  
28 2. B of A Home Loan Servicing 400 Beecham Drive, PENN, 15205, 800 669 6607  
29  
30

1 800 848 9380 (BAC Home Loan Serving LP), advertises at  
2 <http://homeloanhelp.bankofamerica.com/en/index.html> “*Help is available for homeowners experiencing*  
3 *payment difficulties. We’ll do everything possible to come up with a solution to help you stay in your*  
4 *home. Now matter what your situation is, we’re here to help*” **When the borrower requested assistance**  
5 from BAC on 11/20/2009, they prequalified her yet they did not place her on a MHA Trial Plan. On  
6 12/9/09 BAC requested the borrower submit their requested documents, on 12/11/09 the borrower faxed  
7 the requested documents, on 12/21/09 and 1/14/10 the borrower phoned BAC to follow up the faxed  
8 correspondences. **Result:** BAC *did not* follow Freddie Mac nor did they follow MHA solicitation policy  
9 and procedures [Freddie Mac All regs, Chapter 65 Delinquencies 64.4 Collection Efforts (a) All  
10 collection efforts (c) Special Servicing and Early Delinquency Counseling and Chapter 65, Loss  
11 Mitigation 65.23: Analyze the reason for Delinquency (07/09/01)]. **BAC disregards** CRS Report for  
12 Congress Order Code RL34713 pg. 2 and Division A – Emergency Economic Stabilization  
13 Act of 2008 12 USC 5201 both of which purpose to immediately provide authority and facilities that the  
14 Secretary of the Treasury can use to restore liquidity and stability to the financial system, “provide  
15 *stability and prevent disruption in the economy and financial system*” and **to ensure such authority and**  
16 **such facilities are used in a manner that** (A) protects home values, college funds, retirement accounts,  
17 and life savings; (B) *preserves homeownership* and promotes jobs and economic growth; (C) *maximizes*  
18 *overall returns to the taxpayers* of the United States; and (D) *provides public accountability* for the  
19 exercise of such authority.  
20  
21

### 22 ALLEGED VIOLATIONS

23 3. 64.4: All Collection efforts (a) Collection Efforts *If there is a known potential risk or loss*  
24 *of ownership to Freddie Mac, the borrower must be referred for loss mitigation immediately.* (c) Special  
25 Servicing and Early Delinquency Counseling... Time Schedule. *The time table for early delinquency*  
26 *“must” begin after a Delinquency occurs and proceed according to the following schedule: commence*  
27 *mail or telephone contacts by the 10<sup>th</sup> day of the delinquency and complete them the end of the*  
28 *month, etc... the borrower defaulted on 10/30/2009 and the Servicer “failed” to solicit the borrower,*  
29 **above, lines 5 through 8.**

1 4. C65.4: Eligibility (a) Determining imminent default (b) A Borrower who contacts  
2 the Servicer for a modification...the servicer **must** legibly print the Borrower's name below the  
3 Borrower's signature and add the Freddie Mac loan number to the form. If the servicer makes a  
4 preliminary determination that the Borrower has a hardship and is otherwise eligible for evaluation  
5 under the Program, the Servicer shall determine whether the Borrower is in imminent default in  
6 accordance with the procedures below...*the borrower was preapproved, faxed and followed up, per*  
7 *the aforementioned, above, page 2, lines 5 through 9, and the Servicer **did not, does not solicit the***  
8 ***Borrower and "now" they do not comply with 6500, SEC 6 (e) Duty of Loan Servicer (B) (2)***  
9 ***Action with Respect to Inquiry – No later than 60 days...***

11 5. FDIC 6500 *Consumer Protection Real Estate Settlement Procedures Act of*  
12 *1974 AN ACT To further the national housing goal of encouraging homeownership by regulating*  
13 *certain practices and closing and settlement procedures in federally related mortgage transactions to*  
14 *the end that unnecessary costs and difficulties of purchasing housing are minimized, and for the*  
15 *purposes. Sec. 6. (e) Duty Of Loan Servicer to Respond to Borrower Inquiries (1) Notice of Receipt*  
16 *of Inquiry (A) In General. – If any servicer of a federally related mortgage loan receives a qualified*  
17 *written request from the borrower (or an agent of the borrower) for information relating to the*  
18 *servicing of such loan, the servicer shall provide a written response acknowledging receipt of the*  
19 *correspondence within 20 days. (B) **Qualified Written Request ("QWR")** – For the purposes of this*  
20 *subsection, a QWR shall be a written correspondence, other than notice on a payment coupon*  
21 *or other payment medium by the servicer, that -- (i) includes, or otherwise enables the servicer to*  
22 *identify, the name and account of the borrower; and (ii) includes a statement of the reasons for the*  
23 *belief of the borrower, to the extent applicable, that the account is in error or provides sufficient*  
24 *detail to the servicer regarding other information sought by the borrower...on 8/23/10, the*  
25 ***Borrower faxed to 805 520 5019, General Correspondence, a "QWR" whereby Bank of America***  
26 ***Home Loan replied 9/16/10 ("twenty-four days later") and ("sixty-five days later") the servicer***  
27 ***has not denied-clarified, corrected, explained or replied to the QWR per above lines 7 – 10.***





1 **REPAIR**

- 2 1. Reinststate this loan immediately.
- 3 2. Remove Benjamin Boone Childs from this note immediately.
- 4 3. Assume this note to Marena T. Childs "Grantee" per Divorce Decree that follows.
- 5 4. Grantee to assume the obligation of this notes loan balance prior to default,
- 6 estimated 66,000.00. Beneficiary to modify this loan terms to 30 year fixed, at 2.25%, for the
- 7 remaining life of the loan (278 months) rendering a modified payment of 310.00 P.I. plus taxes
- 8 57.82 plus insurance 39.00 a month = 406.82 a month.
- 9 5. Beneficiary to remove any, all, mortgage defaults, late and attorney fees.
- 10 6. Beneficiary to remove any, all, negative credit marks from Marena T. Child's credit
- 11 report.
- 12

13 **AFFIDAVIT**

14 I am the borrower in the above entitled Complaint. I have personal knowledge of the

15 facts written, evidenced herein and I am competent to testify these facts.

16

- 17
- 18 1. This Complaint was made in Goodfaith.

19 Borrower:

20 Marena T. Childs  
416 Oakford Street  
Las Vegas, NV 89110-3550  
(702) 410-3328  
marendafong@yahoo.com,

21

22 **MICHAEL PARRRA "IS NOT" AN ATTORNEY AND I AM NOT INTENDING ANY OF MY MESSAGES TO BE**

23 **CONSIDERED A LEGAL OPINION OR TO BE USED AS A LEGAL OPINION. IF YOU NEED A LEGAL OPINION,**

24 **PLEASE CALL** Nevada Legal Aid Center of Southern Nevada at 702-386-1070 or go to <http://www.lacsn.org/> or call Family  
Court at (702) 455-1500 or go to [http://www.clarkcountycourts.us/shc/Divorce/self\\_help\\_choose.htm](http://www.clarkcountycourts.us/shc/Divorce/self_help_choose.htm) or refer to the Embarq  
Yellow Pages.

25 **THIS MESSAGE IS INTENDED ONLY FOR** THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED

26 **AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE**

27 **UNDER APPLICABLE LAW.** If the reader of this message is not the intended recipient or agent responsible for delivering the  
message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly  
prohibited. If you have received this electronic transmission in error, please delete it from your system without copying it, and notify  
the sender by reply e-mail or by calling (702) 791-3777, so that my address record can be corrected. Thank you.

28 **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by U.S. Treasury Regulation Circular 230, we

29 inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to  
be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing  
or recommending to another party any transaction or matter addressed herein

30



**BofA Exhibit Summary**

- Chronological Order of Alleged Violations

# EXHIBIT F



**B of A EXIHIBIT SUMMARY**

**Bank of America**

BAC Customer Service/Escrow 800 669 6607 enter acct. #, 1 then 0000

██████ to 805 520 5019 or 713 583 0490 on ██████████

Fax RMA to 805 520 5019 to General Correspondence, Attn: MHA/Loss Mitigation/Foreclosure

E-mail RMA to [3rdpartyadvo@bankofamerica.com](mailto:3rdpartyadvo@bankofamerica.com)

My Hope Number is 877 200 6930 for precise account information

Modification Dept. 800 669 6650

**BOA Home Loan Service**

400 Beecham Drive

Pittsburgh, PENN 15205

*FedEx Package will be sent out within 30 days.*

Marenda T. Child's

Loan # **0220 76135**

\*\*\*\*6423

██████████

Las Vegas, NV. 89110-3550

Owner Occupied

702 410 3328 Home

[marendafong@yahoo.com](mailto:marendafong@yahoo.com)

**15 Year Conventional Fixed**

GSE Freddie Mac

Original loan amount 102,000.00 4.75%

First Payment Date 1 May 2003

Final Payment Date 1 April 2018

Last payment \$800.00 in September

Default on October 2009

Notice of Default recorded on 18 December 2009

Default amount **9,777.87**

Estimated Late and Attorney Fees **3,000.00**

Current Principal Owed **66,000.00**

Total Balance Owed to date 77,800.00 SWAG ██████████ - 17,191.80

Payment 793.39 taxes 104.00 Ins 32.00 = 825.39 SWAG ██████████ **274.00**

Marenda T. Child's

Loan # **22 07 61 36**

\*\*\*\*6423

██████████

Las Vegas, NV. 89104-3320

Owner Occupied

702 410 3328 Home

[marendafong@yahoo.com](mailto:marendafong@yahoo.com)

NON-GSE Bank of America Branded Loan Guarantee Bank

Original loan amount 81,600.00 4.75% 15 year loan

First Payment Date 1 May 2003

Final Payment Date 1 April 2018

Current Principal Owed **48,788.23** SWAG ██████████ + **23,211.77**

Payment 634.72 taxes 43.17 Ins. 35.00 712.72 SWAG ██████████ +**400.00 to \$600.00**

1 **Making Home Affordable Status Group 866 422 5871 0000 000**

2 Foreclosure status code will be removed or

3 Foreclosure status will be placed on hold

4 Trial Plan payment decision could take 60 days to one year.

5 Call every two weeks to check account status

6 **Loan Modification Department**

7 Preliminary Underwriting

8 Negotiator Assigned

9 Trial Plan Payment \$ \_\_\_\_\_.

10 9/20/09: **Last payment \$800.00**

11 - \$526.95 applied to principal

12 - \$266.44 applied to interest

13 - \$ 6.61 towards late charge.

14 11/20/09: **BAC Home Retention met the eligibility to qualify for MHA**

15 - Not placed on a Trial Plan for reasons unknown

16 - B of A did not comply with HAMP guidelines.

17 12/9/09: BAC Home Retention informs Marena what documents to fax.

18 12/11/09: Marena faxed to BAC Home Retention

19 - 2009 Tax Returns, Paystubs and Hardship Letter

20 12/21/09: Marena followed up on BAC Package.


21 1/14/10: Marena and Craig followed up with BAC

22 ...no activity, no reply... NO LETTER WAS MAILED.

23 3/30/10: Cezial Garnet, Prudential Americana, called in to inquire about Short-Sale

24 - No short sale package submitted

25 **11 May 2010 through 11 August 2010**

26 -  *Michael F. Parra managed to motivate Bank of America to approve an*

27 - *internal management MHA to Qualified Assumption for the HARSHIPPED BORROWER.*

28 10 June 2010 faxed Authorization and Consent

29 25 June 2010 Michael F. Parra request verification of the aforementioned lines 7 through 12

30 - B of A VP declines.

- Easiest way to clarify and confirm this is for the court may subpoena those records

- Michael F. Parra to Distribute Validity of Debt

- Michael F. Parra to write "qualified written request"

12 July 2010, mailed lender placed insurance notice

16 July 2010: 

- Unable to submit foreclosure postponement.

- Fed Ex package (MHA Solicitation) to be mailed to client within 7 to 10 days.

17 July 2010, Bank of America Letter

- Loan Modification Request escalated to Customer Advocate

1 23 July 2010, e-mailed escalation to supervisor for modification documents and MHA Review.

2 26 July 2010, mailed lender placed insurance notice

3 27 July 2010, mailed lender placed insurance notice

4 ✓ If no reply, they will place insurance on this property.

5 27 July 2010, Bank of America Letter

6 ✓ Evidence of Loan Modification Attempt 21 May 2010 through 18 June 2010.

7 ✓ Evidence the Plaintiff **could not** have completed a loan modification when Order because Divorce Decree were, are, required.

8 ✓ Evidence Defendant did not comply with Court Order to keep community property debt current...*the reason why the Plaintiff's loan modification was declined, delayed.*

9 9 August 2010, ordered tax check to bring taxes current

10 18 August 2010: Prepared "qualified written request"

11 ✓ Spoke with Customer Service, Ruben x. 9595 told to send to

12 ✓ Correspondence 805 520 5019, is a team within the customer service department who will read the QWR. If they are not able to understand, correspondence, they will intern forward to Home Retention Department. Home Retention Department, aka collection department. If they are not familiar with this correspondence (foreclosure and collections) they will apprise the borrower.

14 Retention Department's phone number is 800 669 0102. and their fax number is  
15 ✓ Claudia, Home Retention, x. 9289, will update file to apprise everyone that monthly payment monies are forthcoming (793.40) and complete RMA will be forwarded to MHA 888 325 6435 within the next 48 hours.

16 18 August 2010: [REDACTED] client will have RMA package within 32 days.

17 ✓ Phoned 800 669 6607

18 ✓ Nicole 6335, HRD, will escalate this request. Should receive package in one week.

19 2 September 2010: [REDACTED] client will have RMA package within 48 days.

20 ✓ Phoned 800 669 6607

21 ✓ Lourdes Alcala, Customer Service, forwarded me to MHA Department

22 ✓ Lawanda 8933 Loan Servicing Department aka MHA Department

- Send escalation to supervisor

- Resend request back through.

23 ✓ Foreclosure date has not been established

- 949 252 9400 Malcolm Cisneros

24 2 September 2010 Utilities

25 ✓ Las Vegas Sewer 702 229 1289

Pay Off Request

Parcel Number and Service Address to [sewerpayoff@lasvegasnevada.gov](mailto:sewerpayoff@lasvegasnevada.gov)

26 ✓ Republic Services 702 735-5151 4 (liens)

27 Tawnia

1 30 September 2010: Phoned 800 669 6650

- 2 - Immediately connected to Loss Mitigation's "Litigation" Department spoke with:
- 3 - Yemi 8868
  - 4 - **Litigation Cause:** Qualified Written Request
  - 5 - Nancy Lemus 9653 customer advocacy and collections department
    - 6 - 2 September 2010 making home affordable disqualifies Marena
    - 7 - **Verbal phone income they used is 3,815.00**
      - 8 - 793.40 Oakford + 57.82 + 32.42 = \$883.64
      - 9 Renting for 1,100.00 = \$216.36 cent savings
      - 10 17 Aug. 2010 BofA brings account current
      - 11 1404 S. 13<sup>th</sup> Street 634.72 taxes 43.17 Ins. 35.00 712.89
      - 12 Renting \$1,300.00 a month = **587.11**
      - 13 **Revised phone incomes:**
        - 14 - **Gross Income** = 2,965.00
        - 15 - **Net Income** = 2,775.00 Gold's net plus...
          - 16 - Less expenses and debt
          - 17 - - 471.80
          - 18 - Active Foreclosure Status
          - 19 - **Determining in-house loan modification**
            - 20 - 45 to 60 days
            - 21 - If no, other liquidation options

13 10/28/10 B of A Customer Service 800 669 6607

- 14 - Alyssa #9166
- 15 - confirmed page 2, lines 7 through 14
  - 16 - to confirm the aforementioned, call 800 669 6650 Home Retention.
  - 17 - Nancy #9653 supervisor
    - 18 - Customer Support Team aka Customer Advocacy and Collections
    - 19 Aka Home Retention now known as Customer Support Team
    - 20 Or Customer Advocacy and Collections.
    - 21 - Confirmed page 2, lines 7 through 14

19 10/29/2010 B of A Litigation Specialist E-mail writes:

- 20 - Yes. Please forward the written documentation needed for a modification review.
- 21 - Hardship letter
  - 22 - Bank statements
  - 23 - Paycheck stubs
  - 24 - Listing of monthly expenses
- 25 *Once all documentation is received, I will submit this to Home Retention for any possible modification options.*
- 26 - Home Retention, above, says a completed RMA, and "all" required documentation must be faxed or mailed to Home Retention. Factually, a bar coded RMA must be complete... *B of A fails to forward their promised promised bar coded RMA on page 3, lines 16 and 20.*

27 11/16/2010 E-mailed Perfected "complete" RMA to:

- 28 - Tracy Huffman 213 345 2168
- 29
- 30



1 11/16/2010 Phoned Customer Support Team at 877 744 7691

2 - Lisa #9591 escalated package to be sent to borrower within 10 business days 11/30/2010

3  
4 11/19/2010 Received Letter from Dilworth & Paxson

- 5 - Will not reply until we determine if B of A's *fourth* promised RMA is received.
- 6 - Letter does not comply with "RESPA" (12 U.S.C. 2602) Sec 6 (e)(1)(B)

7 12/3/2010 Received borrower text "NO" RMA mailed to borrower

- 8 - This is the "sixth time" an RMA package "was not" mailed to the borrower
- 9 - Phone Home Retention...closed at 3:00PM eastern standard time Mon-Friday
- 10 - Left a message on Ms. Huffman's at 213 345 2168 voice mail to give me a call.
- 11 - E-mailed typed letter to Phillip A. Italiano at [pitalian@dilworthlaw.com](mailto:pitalian@dilworthlaw.com)



**Deceptive Trade**

- Well do everything possible to come up with a solution to help you stay in your home. No matter what the situation, we're here to help...*refer to Exhibit E & F to see contrary to this ad.*

# EXHIBIT G





- [Loan Assistance Home](#)
- [Loan Assistance Solutions](#)
- [Additional Support](#)
- [My Status & Tools](#)

## Home Loan Assistance

# Let's work together

Help is available for homeowners experiencing payment difficulties. We'll do everything possible to come up with a solution to help you stay in your home. No matter what your situation is, we're here to help.

### Select your situation

- I am looking for home loan assistance
- I have already started the home loan assistance process
- I have received a letter about home loan assistance

[I want to learn about the federal government's Making Home Affordable programs](#)

[Bank of America](#) > [Home Loans](#) > [Home Loan Assistance](#)

#### Loan Assistance Solutions

- [Refinance](#)
- [Forbearance](#)
- [Home Equity Assistance](#)
- [Reverse Mortgage](#)
- [Tax & Insurance Help with a Reverse Mortgage](#)
- [Short Sale](#)
- [Deed in Lieu](#)
- [Foreclosure](#)
- [National Homeownership Retention Program](#)

- [Home Affordable Refinance](#)
- [Home Affordable Unemployment Program](#)
- [Home Affordable Modification](#)
- [FHA Home Affordable Modification](#)
- [Home Affordable Second Lien Modification](#)
- [Home Affordable Foreclosure Alternatives](#)

#### Additional Support

- [Upcoming Events](#)
- [Avoiding Scams](#)
- [Homeowner Counseling Services](#)
- [Frequently Asked Questions](#)
- [Glossary](#)

#### My Status & Tools

- [Helpful Forms & Documents](#)
- [Check My Loan Status](#)

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**The 25-Year Foreclosure From Hell**

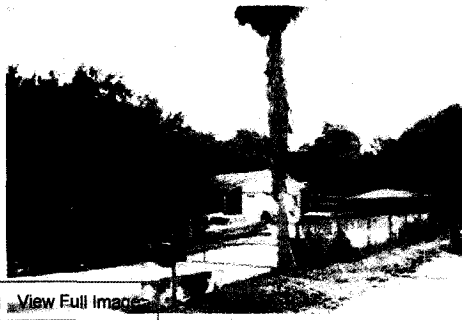
- 12/4-5/2010 Front Page Wallstreet Journal

# EXHIBIT H









[View Full Image](#)

Robbi Whelan/The Wall Street Journal

Various lenders have been trying to repossess the home since 1985.

her, for example, were thrown out because her lender sat on its hands too long after filing a case and lost its window to foreclose.

Ms. Campbell, who is handling her case these days without a lawyer, has learned how to work the ropes of the legal system so well that she has met every attempt by a lender to repossess her home with multiple appeals and counteractions, burying the plaintiffs facing her under piles of paperwork.

She offers no apologies for not paying her mortgage for 25 years, saying that when a foreclosure is in dispute, borrowers are entitled to stop making payments until the courts resolve the matter.

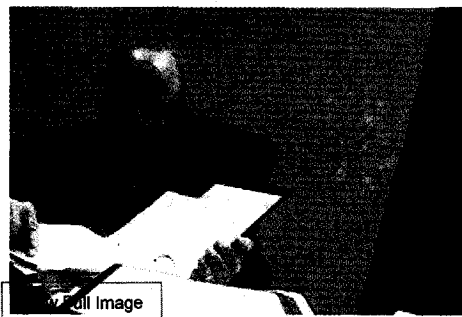
"This is every lender's nightmare," says Robert Summers, a Stuart, Fla., real-estate lawyer who represents Commercial Services of Perry, an Iowa-based buyer of distressed debt that currently owns Ms. Campbell's mortgage and has been trying to foreclose. "Someone defending a foreclosure action can raise defenses that are baseless, but are obstacles for the foreclosing lender," he says, calling the system "an unfair burden" for lenders.

While Ms. Campbell is an extreme case, more homeowners in trouble are starting to use similar tactics and are hiring defense lawyers to challenge their foreclosures, hoping to drag out the foreclosure process long enough to reach a settlement with the lender.

Nationwide, there were 2.1 million mortgages in some stage of foreclosure as of October, according to research firm LPS Applied Analytics. The average loan in foreclosure—the process typically starts when a loan becomes 90 days past due and a bank files a complaint—had been in default for 492 days as of October, up from 289 days at the end of 2005, according to LPS. In Florida, one of the states where foreclosures are handled by courts, the average loan in foreclosure has been delinquent 596 days.

Okeechobee County, a rural jurisdiction of 40,000 known for bass- and perch-fishing festivals, hasn't experienced a foreclosure problem as intense as in many coastal regions of the state. Ms. Campbell's house—which has vinyl siding, boards over the windows (to protect it from storm damage, she says), a crumbling backyard swimming pool and an old sedan rusting in the driveway—stands out among the manicured lawns, stucco ranch houses and cattle pastures interspersed among the houses.

In the town of Okeechobee, the county seat, signs of a local economy dependent on agriculture abound: stores selling pre-fab barns, animal feed and lumber line State Road 710 leading into town.



[View Full Image](#)

Robbi Whelan/The Wall Street Journal

Lawyer Robert Summers, below, who represents the current owner of her loan, has faced seven appeals of the foreclosure action from Ms. Campbell since 2000.

Brian Whitehall, Okeechobee's city administrator, says unemployment in the area is hovering around 14.5%, slightly higher than the statewide average of 12% in September. Foreclosure filings have nearly doubled each year since the state's housing market peaked in 2006, with 617 filed in 2009. But the national housing slump and the area's economic woes aren't immediately apparent in Okeechobee's quiet neighborhoods.

"We're not like the Port St. Lucies of the world, where entire subdivisions are empty and it's like a ghost town," Mr. Whitehall says.

Court records outline the rocky road Ms. Campbell's loan has taken over the past 32 years. In 1978, Paul Campbell purchased the house on SW 19th Lane, a few minutes' drive from the small pharmacy he owned, using a \$68,000 mortgage

from First Federal Savings and Loan of Martin County. He married Patsy in 1980, and died later that year from emphysema, leaving the property to his wife.

In 1985, Ms. Campbell stopped making mortgage payments because of an illness that caused her to lose income and get behind on her bills, she says.

By then, the savings-and-loan crisis had begun to take hold. First Federal merged with First Fidelity Savings and Loan, which assumed ownership of the Campbell loan. In 1987, First Fidelity sold the mortgage to American Pioneer Savings Bank, an Orlando-based lender that collapsed in the early 1990s.

The loan would change hands four more times, and four different lenders would try to foreclose on her. But every lender that held her loan either merged or collapsed. Each time ownership of the lender changed, the foreclosure case against Ms. Campbell would be dropped.

The loan eventually made its way to the Resolution Trust Corp., the federally owned asset manager that liquidated assets of insolvent S&Ls, and later, to the Federal Deposit Insurance Corp.

In June 1998, the FDIC sold the mortgage to Commercial Services of Perry, which filed to foreclose in 2000. After another illness, Ms. Campbell deeded the house to her daughter, Deborah Pyper. Years later, after Ms. Campbell recovered, the house was deeded back to her. Ms. Pyper declined to comment.

Ms. Campbell's early briefs in the case were strongly worded and colorful, drafted with the help of a now-retired Okeechobee County lawyer.

The briefs presented dozens of reasons why Ms. Campbell thought the bank didn't have the right to her house: Paul Campbell's signature was forged on the original mortgage, she said, and the original sellers never received money from the bank. At other times, she said the mortgage was never properly conveyed between banks and federal agencies, and she demanded paperwork that they were unable to immediately produce.

Attorneys' fees and court costs from previous cases hadn't been paid, or the amounts were wrong, she argued. One brief said that "Defendant Campbell specifically denies the existence of any 'debt.'"

In 2007, a trial-court judge tossed out all but two of Ms. Campbell's defenses, calling the case an "unnecessary paper chase which has been an unproductive and unnecessary use of judicial resources."

Commercial Services paid a court-determined amount to settle court costs from previous cases, and moved to take the foreclosure to trial, with a date set for early October 2010.

In response, Ms. Campbell filed for bankruptcy, effectively blocking the foreclosure until a stay is lifted by a bankruptcy-court judge.

Her filing lists \$225,000 in real-property assets, and lists a secured creditor's claim of \$63,801, which is equal to the unpaid principal on her mortgage. In previous court arguments, she had maintained that no lender held a secured claim against her because the note was improperly assigned.

A stern, confident woman who can quote Florida civil-procedure statutes by reference number, and who adores cooking Southern food and listening to classic Grand Ole Opry-era country music, Ms. Campbell steadfastly believes she is right. Her most recent argument in the case is that under Florida homestead law, the bank can't seize her house because it is exempt from liens and forced sales.

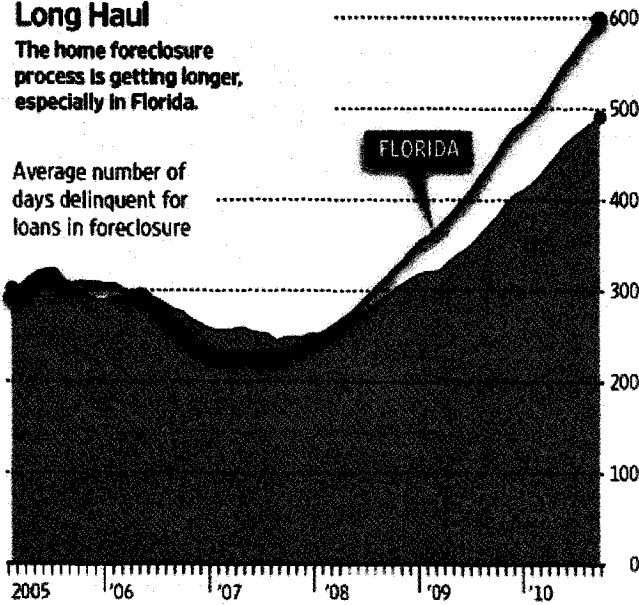
"Commercial Services of Perry is in the business of doing this. They win some, they lose some," she says. "If they had a case, they would have already won it, years ago."

She maintains that at this point, no one owns her mortgage note, and that because of fraud and paperwork mistakes by the banks that transferred it over and over again in the 1990s, the debt has been made void.

### Long Haul

The home foreclosure process is getting longer, especially in Florida.

Average number of days delinquent for loans in foreclosure



Source: LPS Applied Analytics

Mr. Summers, the lawyer for the lender, calls the case "the foreclosure from hell." He says Ms. Campbell has appealed the case seven times since he took it on in 2000, and all of her arguments are just stalling tactics.

"It's almost like clockwork. You know you're going to get another three-inch stack of documents every month or so, and you have to take the time to read through it," Mr. Summers says. "That is a burden on the courts, a burden on lawyers to decipher it, and it has enough meat in it that it's not all void."

For example, according to Mr. Summers and to court filings, in 2007, when a judge remanded the case to the trial court, a court clerk failed to issue a mandate establishing the lower court's jurisdiction. Ms. Campbell appealed the case on those grounds.

The bankruptcy should take about four months to adjudicate, Mr. Summers says, at which point he intends to take the foreclosure to trial. According to Commercial Services of Perry's latest filings, Ms. Campbell owes the \$63,801 in principal plus \$148,000 in interest.

"All she's got to do is pay what she owes: the principal, the interest, plus court costs and attorneys' fees," Mr. Summers says. "But she doesn't get a free ride."