



C.H.A.M.P

Consumer Home Affordable Modification Program

Question:

*Can using CPAC Non Profit Law Clinic's "CHAMP" material that will create the **REAL AND PRESENT THREAT** of Filing a Civil Litigation Law Suit against your Lender and the True Beneficiary of your Mortgage Note actually achieve far better results for you than simply asking your Lender or Servicer for their help with a voluntary Loan Modification?*

Answer:

See For Your Self

The following are only a few examples of responses and final results a few of our past consumers just like you have attained using our C.H.A.M.P product that creates the **REAL & PRESENT THREAT of filing a Civil Law Suit against not only their lender but also the True Note Holder as well. Even after being either ignored or rejected for help by their servicer using other Non Profit Organizations or less experienced professionals. We can not guarantee you the same results but we can Guarantee the same quality Product properly delivered with in 10 Days or less if you are eligible.*



Consumer Protection Assistance Coalition (DE)
A NATIONWIDE NON-PROFIT LAW CLINIC

**A FEW EXAMPLES OF SERVICER'S
RESPONSE TO THE REAL & PRESENT
THREAT OF LITIGATION OR
“PRE-LITIGATION” DONE RIGHT.**

1-866-773-7864

Website: www.CPACaid.org

**ALL THE FOLLOWING HOMEOWNERS
WERE PREVIOUSLY IGNORED OR REJECTED
BY THEIR LENDER FOR ASSISTANCE.**

Consumer Protection Assistance Coalition (DE)

A NATIONWIDE NON PROFIT LAW CLINIC



REO

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

September 7, 2010
Consumer Protection Assistance Coalition
Non Profit Law Clinic
2911 South Bristol Street, Suit #B
Santa Ana Ca 92704
Attn: G.Lee Lane

Re: **Litigation: Avila v. Quality, Wilshire, et al.**
T.S. No.: CA-08-185036-BL
Loan No.: 4828212
Borrower: Juana [REDACTED]
Property: 1211 Griffith Street, [REDACTED]
Trustee Sale – R.E.O Reversal

Dear Mr. Lane,

Quality Loan Service Corporation ("Quality") was recently made aware of Litigation filed on behalf of your client, Juana Avila. Quality is in a unique position to attempt to resolve this matter in its early stages, before your client becomes involved in protracted and expensive litigation. We want to extend our assistance to act as a liaison between your client and the Lender to determine if a solution amenable to all parties is possible.

Whether Quality is a named party in the Litigation or not, we have discovered that it is worthwhile to reach out to Plaintiff's counsel at the outset of a case. We realize that oftentimes borrowers feel as if their concerns are not heard by the Lender unless and until a lawsuit is filed, and even then, it can take months to get to the heart of the problem. We would like to circumvent that normal litigation path to ascertain whether it is possible to resolve the issues at an early stage. We are interested in knowing your client's ultimate objective, and are in a position to bring reasonable proposals to the Lender. We believe that more times than not, open communication is all that is needed to reach a global settlement.

Should your client have a specific claim against Quality relative to our advancement of the non-judicial foreclosure, please contact us immediately so that we can institute an internal investigation to ensure compliance with the statutory process. Should we determine that we have inadvertently failed to proceed as required, we will immediately remedy the situation. Should we discover that we have complied with the statutory requirements, we will send you proof of our compliance. If the latter is the case, we would reasonably expect that your causes of action relating to the non-judicial foreclosure process be dismissed, as well as dismissing Quality.

Please immediately contact our office at (619) 645-7711 Ext. 1919, to discuss an early resolution.

Cordially,

A handwritten signature in black ink, appearing to read "Shital Bhakta".

Shital Bhakta
Law Clerk

Consumer Protection Assistance Coalition (DE)

A NATIONWIDE NON PROFIT LAW CLINIC

Bank of America 

Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

April 18, 2011

Consumer Protection Assistance Coalition, Inc. (DE)
24 Spyrock
Irvine, CA 92602

Re: Bank of America Home Loan account ending: 6274
Borrower: [REDACTED]
Property Address: [REDACTED] Painter Avenue, [REDACTED]

To Whom It May Concern:

Thank you for contacting our office with your correspondence dated April 01, 2011. The concerns referenced in your correspondence were forwarded to my attention for review and response.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. In addition, you requested information regarding the servicing of the loan and copies of several documents relating to the loan's origination.

This letter will confirm that the above-referenced loan is a subordinate lien mortgage, which does not fall under the provisions of a Qualified Written Request in accordance with the Real Estate Settlement Procedures Act ("RESPA"). As a courtesy, a *Loan Transaction History Statement* that provides a detailed outline of transactions for this loan was mailed to you on April 11, 2011 under separate cover. Please note that the history provides pertinent information on payments received, funds in the suspense/unapplied balance, and late charges assessed and paid.

Further, the owner of this loan is Bank of New York whose address is 101 Barclay Street - 4W, New York, NY 10286. Bank of America services the loan on behalf of the owner.

Signed copies of the available documents pertaining to the origination of the subject loan were also sent to you under separate cover. Your client's signatures on these documents confirm they received, read, understood, and agreed to the terms and conditions contained within each document. As such, we find no evidence to support any violations of RESPA, Truth-In-Lending Act or any evidence of loan origination fraud or predatory lending violations.

Please be advised that, in providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now or hereafter have, whether arising under your loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607, Monday to Friday, 8 a.m. to 10 p.m., ET. Thank you for this opportunity to be of service.

Sincerely,

Customer Service

Consumer Protection Assistance Coalition (DE)

A NATIONWIDE NON PROFIT LAW CLINIC



RECEIVED APR 20 2011

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

April 18, 2011

Consumer Protection Assistance, INC
24 Spyrock
Irvine, CA 92602

Re: Bank of America Home Loan account ending: 3632
Borrower: James [REDACTED]
Property Address: 19107 [REDACTED] Avenue, [REDACTED]

To Whom It May Concern:

Thank you for contacting our office with your correspondence dated April 2, 2011. The concerns referenced in your correspondence were forwarded to my attention for review and response.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. You requested Bank of America to provide you with numerous copies of documents relating to the origination of the subject loan and a loan history including fees assessed to the subject loan.

Below, I have provided a summary of the subject loan. Please note that all other requests are declined as they seek documentation that goes beyond that which is available through a Qualified Written Request made under 12 U.S.C. §2605(B).

Signed copies of the available documents pertaining to the origination of the subject loan were mailed to you on April 10, 2011 under separate cover. The signatures on these documents confirm the borrowers received, read, understood, and agreed to the terms and conditions contained within each document. If the borrowers had concerns or were not in agreement to the terms and conditions, they were under no obligation to sign the loan documents or continue the loan process.

A *Loan Transaction History Statement* was also mailed to you under separate cover that provides a detailed outline of transactions associated with this loan. Please note that the statement provided pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late fees assessed and paid. The *Loan Transaction History Statement* is designed to be user-friendly and there are no codes or terms used that require specific definitions. Additionally, below I have provided a breakdown of fees assessed to the subject loan since inception. Please note that paid late charges will be reported to the IRS as interest paid.

Transaction Date	Fee Description	Debit	Credit	Balance
September 20, 2007	Expedited Payoff Fee	\$30.00		\$30.00
October 4, 2007	Expedited Payoff Fee	\$30.00		\$60.00
October 29, 2007	Expedited Payoff Fee	\$30.00		\$90.00

Our records reflect that the subject loan is presently due for the January 2011 through April 2011 installments. Please contact the Home retention Department at 1.800.669.0102 for the amount to bring the account current.

Consumer Protection Assistance Coalition (DE)

A NATIONWIDE NON PROFIT LAW CLINIC

Bank of America 
Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Sunnyvale, CA 94085-6298

RECEIVED MAR 09 2011

March 07, 2011

Consumer Protection Assistance Coalition
Non Profit Law Clinic

[REDACTED] Suit #B
Santa Ana Ca 92704
Attn: G.Lee Lane

Subject: Bank of America Home Loan Number ending in: 1226
Your Client: Thomas [REDACTED]
Property Address: [REDACTED] North [REDACTED] Avenue, [REDACTED]

Dear Gary Lane:

Thank you for contacting our office with your correspondence dated February 23, 2011.

Please find enclosed all available loan documents and note that the Loan Transaction History Statement you requested has been mailed under separate cover.

If you are seeking payment assistance on behalf of your client, you may contact our Home Retention Department ("HRD") directly at (800) 669-0102. Please be prepared to discuss payment assistance options by having the following items readily available:

- Letter of hardship
- Evidence of income (2 most recent pay stubs or if self employed, tax records)
- Bank statements (2 most recent)
- Last year's tax returns
- Monthly expenditure information

You may also forward the above-referenced items to HRD via facsimile at (800) 658-0395. Please note that assistance is not a guarantee, however Bank of America will look at every available option to assist your client.

The remainder of your requests will be addressed under separate cover, pursuant to Real Estate Settlement and Procedures Act guidelines.

For all other questions, please contact the Customer Service Department at (800) 669-6607. Thank you for the opportunity to be of service.

Sincerely,

Customer Service

Enclosures



Consumer Protection Assistance Coalition (DE)
A NATIONWIDE NON-PROFIT LAW CLINIC

**JUST A FEW EXAMPLES OF WHAT
PROPERLY USING THE REAL &
PRESENT THREAT OF FILING A
CIVIL LITIGATION LENDER LAW
SUIT HAS ACHIEVED OTHER
CLIENTS THAT WERE PREVIOUSLY
IGNORED OR REJECTED BY THEIR
LENDERS WITH OUT C.P.A.C**

CONSUMER PROTECTION ASSISTANCE COALITION, INC. (DE)

CPAC - CLIENT CHAMP RETAINER

WITH: Juan Canahui, Elizabeth Canahui

This CPAC-CLIENT RETAINER AGREEMENT ("Agreement") is entered into by and between: **Juan Canahui, Elizabeth Canahui** ("Client") and Consumer Protection Assistance Coalition, Inc. (DE) ("CPAC")

1. CONDITIONS. This Agreement will not take effect, and CPAC will have no obligation to provide services, until Client returns a signed copy of this Agreement to CPAC, and CPAC communicates in writing to Client that CPAC has accepted the engagement.
2. CLIENT OBJECTIVES IN RETAINING CPAC. Client is hiring CPAC to represent Client in connection with the following specified matters **ONLY**:
 - a. Prepare a financial analysis of Client's income and expenses
 - a. Prepare an assessment of Client's ability to meet the requirements of the Champ mortgage assistance Program
 - b. Provide client with the results of the analysis and assessment, for Client's submission to Lender.
 - c. In order to work to achieve this client goal, CPAC agrees to take those steps necessary and appropriate for that goal, as deemed appropriate in the sole discretion of CPAC, with client authorization herein given.

Client understands and agrees that the services above are the **ONLY** services that CPAC will arrange to perform on Client's behalf. Litigation, Unlawful Detainer, interrogatories, depositions, motions, and any other activities are not included and shall be at an additional charge if mutually agreed. Client does not expect CPAC to represent Client in any further proceedings, under this retainer. Should Client wish to proceed further, Client will have to sign an additional retainer agreement for any such additional work.

Client agrees that CPAC has not represented that it will advise or assist Client in the modification, improvement or correction of credit entries contained on Client's credit reports, or that CPAC can stop all collection phone calls or correspondence.

Understood and Agreed: EC (Client's Initials)

Date: 1-26-11

By: *Gay Lee*
Attorney

Date: 1-25-11

CLIENT

ELIZABETH Canahui

(Print Name: Elizabeth Canahui)

Elizabeth Canahui

(Signature: Elizabeth Canahui)

CLIENT

Date: _____

(Print Name:)

(Signature:)

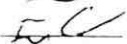
CONSUMER PROTECTION ASSISTANCE COALITION, INC (DE)

CONVENIO CHAMP ENTRE CLINICA LEGAL Y CLIENTE

Este es un acuerdo (convenio) entre CPAC-CLIENTE. Se lleva a cabo por y entre:
(apellido del cliente) Elizabeth Canahui (Primer nombre del cliente) _____
/y Consumer Protection Assistance Coalition, Inc. (DE) ("CPAC")

1. **CONDITIONS.** Este acuerdo no tendrá validez y CPAC no tendrá ninguna obligación de proporcionar servicios, hasta que el Cliente entregue una copia firmada del presente Acuerdo a CPAC, y que CPAC comunique por escrito al Cliente que CPAC ha aceptado el compromiso.
2. **OBJETIVOS DEL CLIENTE.** El cliente esta contratando a CPAC en conexión con los siguiente servicios **únicamente:**
 - a) Preparar un análisis financiero de los ingresos netos y gastos reales del cliente.
 - b) Preparar una evaluación de la habilidad del cliente de reunir los requisitos del programa hipotecario CHAMP.
 - c) Proveer al cliente con los resultados de la evaluación del análisis, para que el cliente lo pueda someter al Prestamista.
 - d) Con el fin de trabajar y lograr este objetivo para el cliente, CPAC se compromete a adoptar las medidas necesarias y adecuadas para ese objetivo, según se considere apropiado en la sola discreción de CPAC, con la autorización del cliente proporcionada aquí.

El Cliente entiende y acepta que los servicios anteriormente mencionados son los **ÚNICOS** servicios que CPAC realizará a nombre del Cliente. El Cliente no esperara que CPAC lo represente en ningún otro procedimiento futuro, tal como: demanda civil, detención ilícita, interrogatorios, deposiciones, mociones y cualquier otra actividad no incluida, estas deberán ser cobradas como una tarifa adicional si se llega a un acuerdo mutuo. El Cliente esta de acuerdo que CPAC no lo representara en ningún procedimiento futuro, bajo este convenio. Si el cliente desea proceder mas allá, el cliente tendrá que firmar un nuevo convenio adicional por cualquier trabajo adicional.

Entendido y Aceptado:  (Iniciales del Cliente)

El cliente acepta que CPAC no ha representado que esta asesorara o asistirá a los clientes en la modificación, mejora o corrección del puntaje de crédito contenida en los informes de crédito del cliente, o que CPAC puede detener las llamadas de teléfono o correspondencia de agencias de cobro.

LAS PARTES HAN LEÍDO Y HAN COMPRENDIDO LOS TÉRMINOS Y ESTÁN DE ACUERDO QUE ESTOS TÉRMINOS RIGEN LA RELACIÓN CPAC-CLIENTE DESDE LA FECHA EN QUE CPAC PROPORCIONÓ LOS SERVICIOS POR PRIMERA VEZ. EL CLIENTE RECIBIRÁ UN DUPLICADO DE ESTE ACUERDO.

Yo he leído, entendido y he aceptado cada una de las páginas señaladas con mis iniciales al pie de cada página desde la 1 hasta la 5 de este Acuerdo de Compromiso.

Fecha: _____

Por _____

Abogado

Fecha: 1-25-11

CLIENTE

Elizabeth Canahui

(Nombre: Elizabeth Canahui)

Elizabeth Canahui

(Firma: Elizabeth Canahui)

CLIENT

Date: _____

(Nombre)

(Firma:)

IndyMac Mortgage Services

a division of OneWest Bank®, FSB

**You may be able to make your payments more affordable.
Act now to get the help you need!**

May 20, 2011

IB60518A 2000000579 49/3

Elizabeth Canahui and Juan Canahui
6496 Wells Springs St
Mira Loma, CA 91752-4393

Loan #: 1009774371
Investor Loan #: 126170526
Reference #: 1009774371-88343-01282011
Property Address: 6496 Wells Spring St
Mira Loma, CA 91752

Dear Elizabeth Canahui and Juan Canahui,

Congratulations! You are eligible for a Home Affordable Modification. As previously described, if you comply with the terms of the Home Affordable Modification Trial Period Plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage.

How to Accept This Offer:

STEP 1 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return both copies of the Modification Agreement to us in the enclosed, pre-paid envelope by 6/27/2011. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

STEP 2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Be certain to make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

We look forward to hearing from you no later than 6/27/2011.

Sincerely,



Brandon Latman
First Vice President
IndyMac Mortgage Services, a division of OneWest Bank®, FSB

Call Toll Free: 1.866.857.6231
Monday - Friday, 8 a.m. - 9 p.m. (EST)
Saturday, 9 a.m. - 6 p.m. (EST)

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we - your mortgage servicer - and the Federal Government are working to offer you options to help you stay in your home.

Attachments: Summary of Your Modified Mortgage, Two copies of the Modification Agreement

- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. THIS LOAN IS A BALLOON LOAN AND IS PAYABLE IN FULL AT MATURITY. THIS MEANS THAT YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE AT THE MATURITY DATE, AND LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE BE REQUIRED TO REPAY THE LOAN OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

In Witness Whereof, the Lender and I have executed this Agreement.

Lender

Elizabeth Canahui
Elizabeth Canahui

6-1-11
Date

By: _____

Juan Canahui
Juan Canahui

Date

6-1-11
Date

Mortgage Electronic Registration
Systems, Inc. - Nominee for Lender

[Space Below This Line For Acknowledgement]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On June 1 2011 before me, _____
(here insert name and title of the officer)

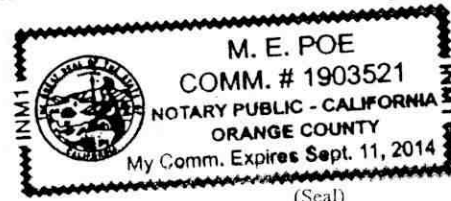
personally appeared Susan Gorse Cerbasi and Elizabeth Cerbasi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. E. Poe
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Home Affordable Mortgage
(Title or description of attached document)

dependent Invaly Musc
(Title or description of attached document continued)

Number of Pages 4 Document Date 5-20-11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

I want to thank CPAC & John Martinez for helping me & my family save our home. I came to CPAC for help & John Martinez prepared the package for me to send to my lender. I also followed their instructions to call ever 10 days. They also attached a letter with my package that stated if I was not approved I would respond with a lawsuit but since I was approved for a modification that won't be necessary. Now my family & I can keep our home. Thank you so much CPAC & John Martinez

Thank you,

X Elizabeth Canahui

CONSUMER PROTECTION ASSISTANCE COALITION, INC. (DE)

CPAC - CLIENT CHAMP RETAINER

WITH: Anne O'Brien

This CPAC-CLIENT RETAINER AGREEMENT ("Agreement") is entered into by and between: **Anne O'Brien** ("Client") and Consumer Protection Assistance Coalition, Inc. (DE) ("CPAC").

1. **CONDITIONS.** This Agreement will not take effect, and CPAC will have no obligation to provide services, until Client returns a signed copy of this Agreement to CPAC, and CPAC communicates in writing to Client that CPAC has accepted the engagement.
2. **CLIENT OBJECTIVES IN RETAINING CPAC.** Client is hiring CPAC to represent Client in connection with the following specified matters **ONLY**:
 - a. Prepare a financial analysis of Client's income and expenses.
 - b. Prepare an assessment of Client's ability to meet the requirements of the Champ mortgage assistance Program.
 - c. Provide client with the results of the analysis and assessment, for Client's submission to Lender.
 - d. In order to work to achieve this client goal, CPAC agrees to take those steps necessary and appropriate for that goal, as deemed appropriate in the sole discretion of CPAC, with client authorization herein given.

Client understands and agrees that the services above are the **ONLY** services that CPAC will arrange to perform on Client's behalf. Litigation, Unlawful Detainer, interrogatories, depositions, motions, and any other activities are not included and shall be at an additional charge if mutually agreed. Client does not expect CPAC to represent Client in any further proceedings, under this retainer. Should Client wish to proceed further, Client will have to sign an additional retainer agreement for any such additional work.

Client agrees that CPAC has not represented that it will advise or assist Client in the modification, improvement or correction of credit entries contained on Client's credit reports, or that CPAC can stop all collection phone calls or correspondence.

3. PAYMENT OF FEES. [REDACTED]

- a. Said fee shall be paid in full in no more than two installments, with the first installment due at time of signing this retainer, and comprising no less than \$500. The remaining balance shall be paid in full no later than 5 days after the retainer is signed. No work shall begin until

Date: 3-22-2011

CLIENT

ANNE C. O'BRIEN

(Print Name)

Anne C. O'Brien

(Signature)

Date: _____

CLIENT

(Print Name)

(Signature)

CONSUMER PROTECTION ASSISTANCE COALITION, INC. (DE)

**CPAC- CLIENT LENDER QUALIFIED WRITTEN REQUEST WITH
ADD-ONS AGREEMENT**

WITH Anne O'Brien

This CPAC-CLIENT AGREEMENT ("Agreement") is entered into by and between Anne O'Brien ("Client") and Consumer Protection Assistance Coalition, Inc. (DE) ("CPAC").

NOTICE TO THE COURT AND CLIENT

THIS AGREEMENT IS SOLELY FOR THE PURPOSE OF DEMANDING ADDITIONAL INFORMATION RELATING TO POSSIBLE PREDATORY LENDING.

THE CLIENT HAS NOT RETAINED THIS LAW FIRM TO REPRESENT THEM IN ANY UNLAWFUL DETAINER ACTION OR LAWSUIT.

THE LAW FIRM IS NOT ENGAGED BY CLIENT TO APPEAR AT ANY UNLAWFUL DETAINER ACTION, TO FILE ANY RESPONSE TO AN UNLAWFUL DETAINER, TO REPRESENT CLIENT WITH ANY UNLAWFUL DETAINER, OR EVICTION PROCEEDINGS.

CLIENT HAS SOLELY ENGAGED LAW FIRM TO DEMAND ADDITIONAL INFORMATION RELATING TO POSSIBLE PREDATORY LENDING ENGAGED IN BY LENDER.

THIS HAS BEEN FULLY, CAREFULLY, AND COMPLETED EXPLAINED TO CLIENT, AND THEY STATE THEIR UNDERSTANDING, BY THEIR SIGNATURE BELOW:

Anne C. O'Brien 3-22-11

NAME DATE

1. **CONDITIONS.** This Agreement will not take effect, and CPAC will have no obligation to provide legal services of any kind, until Client returns a signed copy of this Agreement to CPAC, and CPAC communicates in writing to Client that CPAC has accepted the engagement.

2. **SCOPE OF SERVICES.** Client is hiring CPAC to represent Client in connection with the following specified matters **ONLY:**

- a. Client has solely engaged law firm to mail one letter to lender demanding additional information relating to possible predatory lending engaged in by lender.

any, relating to the subject matter of this Agreement.

12. HEADINGS. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

13. TIME OF THE ESSENCE. Time is of the essence regarding every provision of this Agreement that specifies a time for performance.

14. SIGNATURE TRANSMITTALS. The parties mutually understand and agree that a party's signature on a facsimile or emailed copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. AMENDMENTS TO AGREEMENT. No variance, change, modification or augmentation of this Agreement shall be effective unless and until confirmed in writing between CPAC and Client and the writing must expressly reference this Agreement.

17. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

THE PARTIES HAVE READ AND UNDERSTAND THE TERMS AND AGREE THAT THESE TERMS GOVERNED THE CPAC-CLIENT RELATIONSHIP AS OF THE DATE CPAC FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A DUPLICATE COPY OF THIS AGREEMENT.

Date:

3/25/11

By:

[Signature]
Attorney

Date:

3-22-11

CLIENT

Anne C. O'Brien

(Print Name)

Anne C. O'Brien

(Signature)



Statebridge Company, LLC
4600 South Syracuse Street, Suite 700
Denver, CO 80237

TRIAL REPAYMENT AGREEMENT

* This Trial Repayment Agreement ("Agreement") is made as of 07/07/2011 As used in this Agreement, the words "you" and "your" mean Juan Ibarra and "we", "us" and "our" mean Statebridge Company, LLC. This Agreement is intended to provide you with additional time for the payment of your loan secured by the Deed of Trust dated 9/26/2007 ("Loan"). The current principal balance of your loan is \$ 520,612.15 and you owe \$ 94.99 in past due interest and advances.

Property address: 16667 Bobcat Court, Fort Meyers, FL 33908
Statebridge Loan Number: 0000003341

You have requested that we enter into this Agreement to hold our foreclosure in abeyance. Although we want to help you, we are not able to discontinue foreclosure until your Loan is brought current. In consideration of the mutual promises in this Agreement, you and we agree as follows notwithstanding anything to the contrary contained in the note or mortgage evidencing your Loan:

1. You acknowledge that default occurred and your Loan has been properly accelerated and is fully due and payable.
2. You and we agree that your Loan will be reviewed for a permanent modification if the following payments are made, in certified funds:

Six trial monthly payments of \$ 2,611.80 each beginning July 15, 2011 and the same day each month after that as detailed on the attached Trial Payment Schedule. Your trial monthly payments include interest, principal and escrow payments to cover taxes, insurance premiums, assessments and other escrow items ("Escrow Payment")

The deposit and trial payments are to be mailed to:

- Statebridge Company, LLC, 4600 South Syracuse Street, Suite 700 Denver, CO 80237

Payments by an overnight delivery service such as FedEx or UPS are to be sent to:

- Statebridge Company, LLC, 4600 South Syracuse Street, Suite 700 Denver, CO 80237

Once you timely complete this payment schedule, your Loan will be permanently modified as of the date of your last trial payment, unless there is a material adverse change in your financial status. A payment will be considered to be "timely" if we receive it before the date we can charge you a late charge as provided in the note evidencing your Loan.

Your permanent modification will be as follows:

Your monthly installments of principal and interest will be \$ 2,611.80 starting on January 15, 2012 and the same day each month after that. You will additionally have to make an Escrow Payment. We will provide you with notice of the amount of your Escrow Payment. Your current Escrow Payment is \$ 858.29. If your Escrow Payment remained the same when your permanent modification becomes effective, then your total monthly payment for principal and interest plus your Escrow Payment would be \$ 3,470.09. However, your actual total monthly payment may vary depending on the actual amount of your Escrow Payment.

Your monthly payment was calculated by applying your interest rate as if your principal balance was \$ 421,223.68. This means that we have deferred payment of \$ 115,000.00 of principal, past due interest and escrow advances (the "Deferral Amount"). As long as you are not in default on your Loan, we will not charge you interest on the Deferral Amount. If you timely make your 6 trial monthly payments, we will forgive the Deferral Amount at the time your modification is made permanent. However, if you default on your trial monthly payments or your other obligations under your Loan, you will owe us the portion of the Deferral Amount that has not been forgiven.

The interest rate on your Loan will be fixed for the first 60 months. Your interest rate for the first 60 months after your Loan is permanently modified will be reduced to 5.75%. Your interest rate will be changed one time as of the first day of the 61st month after your Loan is permanently modified. The new interest rate will equal the Index and margin originally established in the Note evidencing your Loan. The Index will be index as of the first business day of the 60th month after your Loan is permanently modified plus a margin of margin percentage points (7.060%), as published in *The Wall Street Journal*. If this Index is no longer available, then your new interest rate will equal the highest "prime rate" as published in the Money Rates section of *The Wall Street Journal* on the first business day of the 60th month after your Loan is permanently modified plus a margin of margin percentage points (7.060%). If *The Wall Street Journal* prime rate is no longer available, then we will choose a comparable interest rate index and margin. We will give you notice of the change in your interest rate. The interest rate on your Loan will not be greater than 16.10% unless a lesser rate is required by law. Once your new interest rate is determined, we will then recalculate the amount of your monthly payment so that it will be sufficient to fully repay your Loan in substantially equal monthly payments over the remaining term of your Loan.

The principal balance of your Loan will be reduced to \$ 421,223.68

3. We agree to suspend further foreclosure action so long as you make all payments required by this Agreement. You agree that our suspension of foreclosure action will not affect any of our rights to continue our foreclosure action against you and your property and will not be deemed to be a waiver of our rights to continue our foreclosure action if you don't make all payments required by this Agreement.
4. **You understand that until you bring your Loan current, it will be in default and will continue to be reported to consumer reporting agencies as delinquent.**
5. If you seek protection by filing relief under Bankruptcy, this Agreement will automatically no longer be effective and your Loan governed by the note and mortgage evidencing your Loan as if this Agreement had not been entered into.

6. All money paid to us under this Agreement is not refundable. The deposit and trial payments may be applied first to your escrow reserve account before reducing the principal that you owe on your Loan.

7. If you fail to meet all of your obligations under this Agreement, including timely making the deposit and your trial payments:

Your Loan will remain in default and be your Loan governed by the note and mortgage evidencing your Loan as if this Agreement had not been entered into.

You will be deemed to have waived any statute of limitations related to acceleration of your Loan.

We will have the right to continue foreclosure of the mortgage securing your Loan without further notice to you, except as required by applicable law. You waive any claim or defense that our suspension of our foreclosure action in any way affects our right to continue foreclosure of the mortgage securing your Loan.

8. You must also comply with all of your other obligations in the mortgage securing your Loan such as making all payments of taxes, insurance premiums, assessments, and other escrow items.

9. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the note or mortgage evidencing your Loan. Except as otherwise specifically provided in this Agreement, the note and mortgage evidencing your Loan will remain unchanged, and you and us remain subject to all of their terms and provisions.

Anne C. O'Brien

Statebridge Company, LLC

By: _____
Kevin Kanouff, President

The State of _____

County of _____

BEFORE ME, the undersigned, a Notary in and for said County and State, on this day personally appeared _____ an individual or individuals, known to me to be the same person(s) whose name is subscribed to this instrument and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this _____ day of _____ 2010.

Notary Public in and for _____
County, State of _____

Trial Repayment Plan

RE: 0000003341

You agree to make payments under your trial repayment plan, as follow:

AMOUNT AND DATE PAYMENT MUST BE RECEIVED:

Trial Payment Schedule

Payment Due Date	Scheduled Payment Plan Amount
7/15/2011	\$ 3,470.09 (includes escrow)
8/15/2011	\$ 3,470.09 (includes escrow)
9/15/2011	\$ 3,470.09 (includes escrow)
10/15/2011	\$ 3,470.09 (includes escrow)
11/15/2011	\$ 3,470.09 (includes escrow)
12/15/2011	\$ 3,470.09 (includes escrow)
Total Paid through Trial	\$ 20,820.54 (includes escrow)

July 12, 2011

Consumer Protection Assistance Coalition
2911 S. Bristol Street - Suite B
Santa Ana, CA 92704

REF: Kahala Hickoff

TO WHOM IT MAY CONCERN:

My name is Anne O'Brien and in April of this year I was contacted by a Ms. Flavin of your company. She in turn put me in touch with Kahala Hickoff.

Late in 2010 a company called Dunn Russell contacted me about a "Loan Modification". I paid them \$2900. and never heard from them again. I received papers in the mail that they filed for bankruptcy. Then I tried a modification on my own with my mortgage company, Statebridge. They wouldn't answer my calls, I got no where.

I must say, Kahala had an uphill battle with me, yet he was very soothing, He answered all my questions, and explained everything to me in detail. It was a very stressful time in my life and he was very patient, and didn't put any pressure on me. He answered every email I sent him and every phone call in a timely manner. I never felt like he was avoiding me, or that I was bothering him.

Last week, my loan was lowered by \$2000. a month and \$115,000 was taken off.

I just wanted his employers to know how he helped me, I can now sleep at night and keep my house.

Sincerely,

Anne C. O'Brien

Anne C. O'Brien