United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

May 13, 2019

Before

AMY C. BARRETT, *Circuit Judge*

MICHAEL B. BRENNAN, *Circuit Judge*

MICHAEL Y. SCUDDER, *Circuit Judge*

Nos. 18-3246 & 18-3037

TERENCE S. CHANCELLOR,
Plaintiff-Appellant,
v.

SELECT PORTFOLIO SERVICING, INC. and CHASE d/b/a J.P. MORGAN CHASE,
Defendants-Appellees.

Appeals from the United States District Court for the Northern District of Illinois, Eastern Division.

No. 1:14-cv-7712

Sharon Johnson Coleman, *Judge.*

ORDER

Plaintiff-appellant filed a petition for reconsideration of the appeal *en banc* on April 24, 2019. No judge[1] in regular active service has requested a vote on the petition for rehearing *en banc*, and all members of the original panel have voted to deny panel rehearing. The petition for rehearing and rehearing *en banc* is therefore DENIED.

[1] Judges Joel M. Flaum, Ilana Diamond Rovner and Amy J. St. Eve did not participate in the consideration of this matter.

NONPRECEDENTIAL DISPOSITION
To be cited only in accordance with Fed. R. App. P. 32.1

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Submitted April 10, 2019*
Decided April 11, 2019

Before

AMY C. BARRETT, *Circuit Judge*

MICHAEL B. BRENNAN, *Circuit Judge*

MICHAEL Y. SCUDDER, *Circuit Judge*

Nos. 18-3037 and 18-3246

TERENCE S. CHANCELLOR,
Plaintiff-Appellant,

v.

SELECT PORTFOLIO SERVICING, INC. and J.P. MORGAN CHASE BANK, N.A.,
Defendants-Appellees.

Appeals from the United States District Court for the Northern District of Illinois, Eastern Division.

No. 14-cv-7712

Sharon Johnson Coleman, *Judge.*

ORDER

This case concerns the enforcement of an oral settlement agreement between Terence Chancellor and the defendants under which the district court dismissed this suit. Chancellor disputes the scope of the release in the settlement. In an earlier appeal, we vacated the dismissal and remanded for an evidentiary hearing on the release's scope. After holding a hearing and determining the release's scope, the district court

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* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. See FED. R. APP. P 34(a)(2)(C).

again enforced the settlement and dismissed the suit. Because the court's resolution of the breadth of the release hinged on a credibility determination, and its evaluation was reasonable, we affirm the judgment to dismiss this suit.

Chancellor brought this suit for breach of contract and other violations of state and federal laws regarding his home mortgage. He sued Select Portfolio Servicing, Inc., and J.P. Morgan Chase Bank. They informed him that a trust owned his loan and that U.S. Bank was its trustee (neither of which were parties to the litigation). In a settlement conference before a magistrate judge, the named parties reached an oral settlement. Later, counsel for Select and Chase emailed Chancellor a written version of the oral agreement. Chancellor refused to sign it, stating that the draft wrongly asserted that he agreed to release any claims against U.S. Bank and the trust.

The defendants moved to enforce the oral agreement with U.S. Bank and the trust included in the release. After the district court granted their motion and dismissed the suit, Chancellor appealed, and we remanded the case for an evidentiary hearing. We explained that, without one, "there was no basis for the judge's deciding that [Chancellor] had agreed to release the claims against the nonparties." *Chancellor v. Select Portfolio Servicing*, 869 F.3d 506, 507 (7th Cir. 2017).

At the hearing, Chancellor testified about the settlement conference first. He admitted that he understood, before and during the conference, that the trust owned his loan and that U.S. Bank was the trustee. But Chancellor stated that he orally agreed to release claims against only "the named defendants." He denied that the defendants' lawyers told him that they also represented U.S. Bank and the trust and that those entities had to be included in the settlement. Chancellor added that at the conference he requested a loan modification. He said that the defendants told him that they lacked the authority to do so without the trust's approval, but they agreed that as part of the settlement Select and the trust would review his request for a modification.

Michael Weik, an attorney for the defendants and a participant in the settlement conference, testified next; and his co-counsel, Jonathan Nusgart, submitted a written declaration. Weik acknowledged that neither U.S. Bank nor the trust were parties to this litigation. But he testified that at the settlement conference when he stated the defendant's position and summarized the proposed settlement, he told Chancellor that a settlement had to release any claims that Chancellor had against U.S. Bank and the trust. Weik and Nusgart also confirmed that they did not grant Chancellor's request to modify his loan agreement, but they offered that Select and the trust would review his request if he agreed to release claims against U.S. Bank and the trust and dismiss the

suit. They then both recounted that Chancellor agreed to these releases and dismissal in exchange for the loan-modification review and payment of $10,000.

After the hearing, the district court resolved the dispute over the releases, enforced the oral agreement, and dismissed the suit. Crediting Weik's and Nusgart's testimony over Chancellor's, it found that the settlement's terms included Chancellor releasing any claims against U.S. Bank and the trust. Chancellor must have known, the court reasoned, about the relationship of U.S. Bank and the trust to his mortgage loan and his suit based on the defendants' statements to him and documents filed in court. Having determined the terms of the agreed settlement, the court dismissed the suit.

On appeal, Chancellor argues that the evidence did not support the district court's conclusion that he agreed to release U.S. Bank and the trust, so we should reinstate his suit. A settlement agreement "is enforced just like any other contract." *Lynch, Inc. v. SamataMason Inc.*, 279 F.3d 487, 489 (7th Cir. 2002). We review *de novo* the determination that the parties reached a settlement agreement, *Beverly v. Abbott Labs.*, 817 F.3d 328, 332 (7th Cir. 2016), and the district court's findings of fact about its terms for clear error, *Platinum Tech., Inc. v. Fed. Ins. Co.*, 282 F.3d 927, 930–31 (7th Cir. 2002).

Chancellor has not met his burden of demonstrating that the district court's finding that he released U.S. Bank and the trust is clearly erroneous. See *ReMapp Int'l Corp. v. Comfort Keyboard Co.*, 560 F.3d 628, 633–34 (7th Cir. 2009). He contends that just because he was aware of the roles of U.S. Bank and the trust in extending his loan, that does not mean that he agreed to release them. But the court was entitled to determine the witnesses' credibility to discern the terms of the agreement and whether they included those releases. See *id.* at 634–35; see *also Elustra v. Mineo*, 595 F.3d 699, 709 (7th Cir. 2010); *Cline v. Comm'r of Internal Revenue*, 34 F.3d 480, 484–85 (7th Cir. 1994). In doing so, it permissibly accepted the defendants' attorneys' testimony that they told Chancellor that a settlement must release claims against U.S. Bank and the trust, and that Chancellor accepted those terms in exchange for cash and loan review. See *Ginsu Prods., Inc. v. Dart Indus., Inc.*, 786 F.2d 260, 266 (7th Cir. 1986). Thus, the court did not err in enforcing the settlement and dismissing this case.

Chancellor has three responses, but none persuades us. First, he asks us to contrast a preconference settlement-negotiation letter, which does not reference U.S. Bank, with the post-conference draft settlement, which added U.S. Bank and other parties not named in his suit. But these differences do not establish that the district court clearly erred in finding that the added parties were released in the oral agreement. To the contrary, these documents permit an inference that, as a result of the settlement

conference, the parties orally agreed to expand the releases beyond the sued parties, and the written draft memorialized that understanding. Second, Chancellor argues that, because (in his view) Select had authority to modify his loan agreement, other parties were not needed for a settlement. But even if this is true, Select could still request that Chancellor agree to release claims against the other parties in exchange for the benefit of obtaining a loan-modification review. Third, Chancellor asserts that, because U.S. Bank and the trust were not named parties to the litigation, they could not be validly included in a settlement. This is incorrect: Illinois law, which governs here, allows contracts that confer benefits on third parties whom, "although not [] part[ies] to the contract, the contracting parties intended to benefit from the contract." See *American United Logistics, Inc. v. Catellus Dev. Corp.*, 319 F.3d 921, 930 (7th Cir. 2003) (italics removed). The oral agreement thus permissibly benefited third parties—U.S. Bank and the trust—by releasing Chancellor's claims against them.

We have considered Chancellor's remaining arguments, and none has merit.

AFFIRMED

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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Chicago, Illinois 60604

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FINAL JUDGMENT

April 11, 2019

Before: AMY C. BARRETT, *Circuit Judge*

MICHAEL B. BRENNAN, *Circuit Judge*

MICHAEL Y. SCUDDER, *Circuit Judge*

Nos. 18-3037, 18-3246	TERENCE S. CHANCELLOR, Plaintiff - Appellant v. SELECT PORTFOLIO SERVICING, INC., (SPS), et al., Defendants - Appellees
Originating Case Information:	
District Court No: 1:14-cv-07712 Northern District of Illinois, Eastern Division District Judge Sharon Johnson Coleman	

The judgment of the District Court is **AFFIRMED**, with costs, in accordance with the decision of this court entered on this date.

NOTICE REGARDING COSTS

United States Court of Appeals

For the Seventh Circuit

Fed. R. App. Proc. 39. Costs

(a) Against Whom Assessed. The following rules apply unless the law provides or the court orders otherwise:

(1) if an appeal is dismissed, costs are taxed against the appellant, unless the parties agree otherwise;

(2) if a judgment is affirmed, costs are taxed against the appellant;

(3) if a judgment is reversed, costs are taxed against the appellee;

(4) if a judgment is affirmed in part, reversed in part, modified, or vacated, costs are taxed only as the court orders.

(b) Costs For and Against the United States. Costs for or against the United States, its agency, or officer will be assessed under Rule 39(a) only if authorized by law.

(c) Costs of Copies. Each court of appeals must, by local rule, fix the maximum rate for taxing the cost of producing necessary copies of a brief or appendix, or copies of records authorized by Rule 30(f). The rate must not exceed that generally charged for such work in the area where the clerk's office is located and should encourage economical methods of copying.

(d) Bill of Costs; Objections; Insertion in Mandate.

(1) A party who wants costs taxed must – within 14 days after entry of judgment – file with the circuit clerk, with proof of service, an itemized and verified bill of costs.

(2) Objections must be filed within 14 days after service of the bill of costs, unless the court extends the time.

(3) The clerk must prepare and certify an itemized statement of costs for insertion in the mandate, but issuance of the mandate must not be delayed for taxing costs. If the mandate issues before costs are finally determined, the district clerk must – upon the circuit clerk's request – add the statement of costs, or any amendment of it, to the mandate.

(e) Costs on Appeal Taxable in the District Court. The following costs on appeal are taxable in the district court for the benefit of the party entitled to costs under this rule:

(1) the preparation and transmission of the record;

(2) the reporter's transcript, if needed to determine the appeal;

(3) premiums paid for a supersedeas bond or other bond to preserve rights pending appeal; and

(4) the fee for filing the notice of appeal.

Circuit Rule 39. Costs of Printing Briefs and Appendices

The cost of printing or otherwise producing copies of briefs and appendices shall not exceed the maximum rate per page as established by the clerk of the court of appeals. If a commercial printing process has been used, a copy of the bill must be attached to the itemized and verified bill of costs filed and served by the party.

NOTE: If costs of printing or otherwise producing required documents are to be recoverable, copies of applicable printing bills must be attached to the bill of costs. An original and three copies of a bill of costs are required. Recovery for the costs of office overhead items, mailing, and authors' alterations will NOT be allowed.

MAXIMUM RATES PER PAGE: For cost of reproduction, whether prepared commercially or "in-house" – **$0.10** per page, per copy, plus reasonable charges for covers and binding.

(120109JR)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Terence S. Chancellor, Plaintiff, v. Bank of American N.A. as Successor by merger of BAC Home Loan Servicing LP; Select Portfolio Servicing, Inc.; and J.P. Morgan Chase, Defendants.	)	Case No. 14-cv-7712 Judge. Sharon Johnson Coleman

ORDER

This matter coming before the court on Defendants' Amended Motion for Entry of Order Setting Forth Settlement Terms and for Dismissal (Dkt. # 181), the Court being fully advised in the premises, it is hereby ordered Defendants' Motion is granted;

For all the reasons set forth in the August 20, 2018 Memorandum Opinion and Order, the settlement agreed to at the February 23, 2016, settlement conference, shall be enforced upon the following terms: (1) An enforceable settlement was agreed to at the February 23, 2016, settlement conference; (2) The agreement included as a party to the settlement U.S. Bank National Association as Trustee in trust on behalf the JPMAC 2006–CW1 Trust ("the Trust") and the Trust; (3) Defendants and Trust will pay Chancellor $10,000.00; (4) Defendants and Trust will review Chancellor's eligibility for available modifications and loss mitigation; and (5) Chancellor releases all his claims against Defendants and the Trust.

The case is dismissed with prejudice and with each side to bear its own fees and costs.

The Clerk is directed to enter a Rule 58 Judgment and the case is terminated.

SO ORDERED.

DATED: 9/27/2018

Sharon Johnson Coleman
United States District Court Judge

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TERRENCE S. CHANCELLOR	)	
	)	
Plaintiff,	)	Case No. 14-cv-7712
	)	
v.	)	Judge Sharon Johnson Coleman
	)	
BANK OF AMERICA N.A., successor by merger to BAC HOME LOAN SERVICING LP; SELECT PORTFOLIO SERVICING, INC.; and J.P. MORGAN CHASE;	)	
	)	
Defendants.	)	

MEMORANDUM OPINION AND ORDER

The plaintiff, Terrence Chancellor, brought this action concerning his home mortgage against defendants Bank of America, N.A., Select Portfolio Servicing, Inc., and J.P. Morgan Chase. At the times relevant to the present motion, Chancellor's mortgage was serviced by Select Portfolio Servicing, Inc. ("SPS") and held by U.S. Bank, N.A., as trustee for J.P. Morgan Mortgage Acquisition Trust 2006-CW1 (collectively "the Trust"). The parties held a settlement conference before the magistrate judge and reached a tentative settlement. The defendants' subsequently sent Chancellor a draft of the written settlement agreement, which identified U.S. Bank, N.A. as a party to the agreement in its role as trustee for the J.P. Morgan mortgage acquisition trust. Chancellor, who did not understand the settlement to include U.S. Bank, immediately objected to its inclusion in the written agreement, and the parties were unable to resolve that dispute. The defendants filed a motion to enforce the settlement agreement, and Chancellor separately moved to join U.S. Bank, N.A. as a defendant in this action.

This Court has thoroughly reviewed the parties' testimony and evidence and has given detailed consideration to the written submissions before it. For the reasons set forth herein, this Court holds that Chancellor entered into a settlement agreement that included a release of his claims

against U.S. Bank, N.A., and accordingly grants the motion to enforce the settlement [95]. Chancellor's motion to join claims and parties [159] is therefore denied as moot.

Procedural Background

When Chancellor filed this case, he brought it against the entity that he believed held his mortgage, J.P. Morgan Chase ("Chase"), his previous mortgage loan servicer, Bank of America, N.A. ("BANA"), and his current loan servicer, Select Portfolio Servicing ("SPS"). Chancellor alleged that the defendants collectively breached two loan modification agreements and failed to provide Chancellor with requested information regarding his mortgage. Chancellor's complaint did not name the holder of his loan, U.S. Bank, N.A., as Trustee in trust on behalf of the JPMAC 2006-CW1 Trust ("the Trust").

The defendants filed motions to dismiss, which were granted in part and denied in part. Following that ruling, this Court appointed settlement assistance counsel and referred the matter to Magistrate Judge Schenkier for discovery and settlement supervision. Judge Schenkier held a settlement conference with the parties on February 23, 2016. Chancellor, although represented by settlement assistance counsel, engaged directly in the settlement negotiations. Following that hearing, Judge Schenkier filed a minute entry stating that a settlement had been reached and setting a March 16 status hearing so that the parties could report on their progress finalizing the settlement. At that hearing, it was disclosed that further discussions were needed between Chancellor, Chase, and SPS, and the matter was continued to another hearing date. By that date, Chancellor had executed a separate settlement with Bank of America but disputed whether a settlement had been reached as to the remaining defendants.

The defendants filed a motion to enforce the settlement, and the plaintiff filed a motion to join U.S. Bank National Association as an additional defendant in this action. Once those motions were fully briefed, this Court held a lengthy motion hearing at which both parties argued regarding

the facts of their settlement efforts and the merits of their respective motions. Following that hearing, and based on the parties' filings and arguments, this Court granted the motion to enforce the settlement and denied the motion to join a necessary party. Chancellor subsequently appealed to the Seventh Circuit which, in a succinct opinion, vacated and remanded the case to this Court so that a "full evidentiary hearing" might be held.[1]

On remand, this Court held an evidentiary hearing at which the defendants presented testimony from Chancellor and Michael Weik, one of the defendants' lawyers present at the settlement conference. The Court held a subsequent evidentiary hearing to ensure that Chancellor had adequate opportunity to present his own testimony regarding the settlement conference. Although Chancellor testified and presented evidence at both hearings, he failed to call any other witnesses at those hearings to support his factual claims. Following those hearings, and with the approval of the parties, the Court recruited counsel to assist Chancellor in once again exploring settlement options. Although those efforts were unsuccessful, appointed counsel, by leave of this Court, filed supplemental briefing concerning the pending motion to enforce the settlement before withdrawing his appearance.[2]

Legal Standard

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[1] Judge Posner, in a one paragraph published opinion, wrote that:

> The plaintiff reached an oral agreement to settle a litigation arising out of a home mortgage loan to him, but the defendants insisted that as part of the settlement he would have to release any claims he had against another bank, and also a trust company, neither of which had been a party to the litigation. Although the district judge agreed with the defendants' position, it hasn't been proved that anyone had told the plaintiff during the settlement conference that by agreeing to the settlement he would also be releasing any claim he might have against the two nonparties to the litigation. Because there was no evidentiary proceeding, there was no basis for the judge's deciding that the plaintiff had agreed to release the claims against the nonparties. The judgment must therefore be vacated and the case remanded for a factual inquiry into the parties' disagreement.

As is the Seventh Circuit's common practice, this pro se appeal was decided without holding an oral argument.

[2] The Court thanks attorney Richard Friedman, of Neal & Leroy LLC, for accepting this Court's appointment and working diligently to represent the plaintiff's interests in this procedurally complex matter.

Enforcement of settlement agreements pertaining to federal claims is governed by state contract law. *Holmes v. Potter,* 552 F.3d 536, 539 (7th Cir. 2008). "Oral settlement agreements are enforceable under Illinois law if 'there is clearly an offer and acceptance of the compromise and a meeting of the minds as to the terms of the agreement.'" *Dillard v. Starcon Int'l, Inc.*, 483 F.3d 502, 507 (7th Cir. 2007). A meeting of the minds occurs when the parties' conduct objectively indicates an agreement to the terms of the settlement, even if one or more of the parties did not subjectively intend to be bound. *County Line Nurseries & Landscaping, Inc. v. Glencoe Park Dist.*, 46 N.E.3d 925, 932, 2015 IL App (1st) 143776, ¶ 33. The essential terms of the settlement must be sufficiently definite and certain such that a court can ascertain what the parties agreed to. *Dillard*, 483 F.3d at 507. The party seeking to enforce a settlement agreement bears the burden of proving the existence of that agreement by clear, convincing, and satisfactory evidence. *Kemp v. Bridgestone/Firestone, Inc.*, 625 N.E.2d 905, 909, 253 Ill.App.3d 858 (1993).

Discussion

The Court begins with one of the few facts beyond dispute. A settlement conference was held before Magistrate Judge Schenkier on February 23, 2016. Following that conference, Judge Schenkier issued a minute order reading "Settlement conference held. Settlement reached. The matter is set for a status conference with the magistrate judge on 3/16/16 at 9:00 a.m. for a report on the parties' progress in finalizing their settlement documentation."

Attorney Michael Weik, who represented the moving defendants at the settlement conference, testified during the evidentiary hearing concerning his recollection of the settlement conference. Attorney Jonathan Nusgart, Weik's co-counsel, also submitted a sworn declaration concerning his recollection of events. Both attorneys testified that the settlement conference began with each party presenting their positions with respect to the previously exchanged settlement letters, and that during this initial presentation the defendants disclosed that Chase was not a party

to the loan and that, as Chancellor conceded he had been previously informed, the mortgagee was U.S. Bank National Association, as Trustee in trust on behalf of the JPMAC 2006-CW1 Trust. Weik testified that Judge Schenkier subsequently asked why SPS could not release the mortgage, to which Weik replied that SPS was the loan's servicer and lacked the unfettered authority to unilaterally release the mortgage without the trustee's approval.

The parties subsequently caucused separately with Judge Schenkier. Both Weik and Nusgard represented that Judge Schenkier advised them that Chancellor was seeking a loan modification and that Weik informed Judge Schenkier that a modification would require approval from the trust. Weik testified that in a subsequent discussion he informed Judge Schenkier that SPS could do a loss mitigation review for all possible options, but that the settlement would have to resolve "all of the claims" and "everything" would have to be settled. According to Weik, Judge Schenkier conferred with Chancellor, and then returned to report that Chancellor wanted a certain dollar value, wanted to be reviewed for loss mitigation options, and understood that the settlement would resolve all of his claims and would involve both SPS and the trust. Judge Schenkier reconvened with the parties in the courtroom to outline the terms of the parties' agreement. Weik testified that he again stated that the agreement would require that Select Portfolio and the trust review Chancellor for all loss mitigation options. He also represented that he informed Chancellor that the defendants would want a written settlement agreement which would include, among other things, a release of all claims that he had against the loan servicers, trust, and trustee regarding his loan.

Weik and Nusgard both report that they subsequently e-mailed Chancellor a draft settlement agreement, which Chancellor rejected because he believed that he had not agreed to settle with and release the Trust. The parties' subsequent conversations were unable to resolve their dispute.

Chancellor contemporaneously objected to various portions of Weik's testimony based on its purported falsity. Chancellor testified that Weik never mentioned anything about the trust during

the settlement conference. Chancellor also testified that defense counsel had represented that Chase was not involved in his dispute and did not own his loan, and argued that these statements amounted to fraud. Chancellor claimed that he agreed to the settlement based on these representations, which led him to believe that he would later be able to pursue claims against the actual owner of his loan. Chancellor also testified at some length that no mention was made of executing a signed or written settlement agreement, either by the parties or by Magistrate Judge Schenkier, and that payment under the agreement was to have occurred within fourteen days.

The Court takes note that the documentary evidence before it in this case, including documents attached to Chancellor's complaint, establish that Chancellor had been repeatedly advised that his mortgage was held by U.S. Bank National Association, as Trustee, in trust on behalf of the JPMAC 2006-CW1 Trust and not by Chase prior to the initiation of this action. The Court further notes that, across numerous arguments and hearings, it has observed Chancellor to be a diligent litigant who pays careful attention to his case and zealously represents his interests even while represented by counsel. The Court is therefore dubious of Chancellor's claim that he did not understand the Trust's relevance to his case.

Based on the parties' testimony, there can be no doubt that Chancellor was informed, both at the settlement conference and through past communications, that the trust and trustee were the holders of his note. It appears to be undisputed that at the settlement conference the defendants informed him that Chase was unrelated to his case. The Court does not fathom how such a conversation could have occurred without clarification as to the role of the JPMAC 2006-CW1 trust and the distinction between the JPMAC 2006-CW1 trust and J.P Morgan Chase.

Defense counsel further testified that they repeatedly informed Chancellor and the Court that the loan modifications that Chancellor sought would require approval by the trust and trustee.[3] Weik credibly testified, and Nusgard credibly represented in his declaration, that Weik informed Chancellor in open court that the settlement would "resolve and settle all claims that Plaintiff had to date regarding his loan and the servicing of his loan" with respect to SPS and the Trust and that a written settlement agreement would need to be executed between the parties. Chancellor, who offered no evidence other than his own testimony, denied being informed that the settlement would release the Trust and swore that the parties' settlement had been oral, with no understanding between the parties that a written agreement would follow. The Court finds it incredible that the defendants would execute an oral settlement agreement in a case such as this or that the Magistrate Judge would permit ambiguity as to that point and concludes that Chancellor's representation that the parties never agreed to execute a written settlement agreement is not an accurate representation of their discussions. To the contrary, the evidence establishes that the defendants anticipated executing a written agreement and that Chancellor agreed to execute a written settlement agreement, with payment to be made fourteen days following the completion of the written settlement.

The Court finds it similarly implausible that, as Chancellor claimed, the actual holder of Chancellor's loan never came up during the course of settlement negotiations. Even if Chancellor himself failed to realize that the Trust and Trustee were part of the proposed settlement, this Court has no doubt that Weik truthfully testified that Chancellor was informed that the defendants require that the Trust and Trustee would be part of the settlement and that when he agreed to accept the settlement he objectively expressed his acceptance of those terms.

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[3] Chancellor, relying on a 2006 prospectus, asserts that the loan servicer was given authority to modify the loan. The prospectus, however, establishes that the authority conferred was subject to the terms of the Service Agreement, which Chancellor has not placed before this Court. Chancellor, moreover, has failed to offer any evidence or testimony as to the actual limits on settlement counsel's authority at the time of the 2014 settlement conference that would be adequate to controvert Weik and Nusgard's representations that they could not settle without the Trust's involvement. Accordingly, the 2006 prospectus does not undermine this testimony.

Chancellor, in a final argument, asserts that the trust cannot be a party to the settlement because it was never before the Court. Chancellor, however, fails to offer any caselaw to support this argument. Although it is true that the Trust could have moved to intervene in this action, the availability of that procedural mechanism does not serve to preclude its participation in the negotiation of a settlement. A settlement is a private contractual agreement, and therefore is not subject to the same procedural requirements as participation in a lawsuit. This Court can see no reason why a private agreement to resolve a lawsuit could not incorporate third parties, and notes that settlement agreements often involve releases of claims against employees, officers, agents, and other non-parties to the agreement.

The Court accordingly concludes that there was a meeting of the minds between the parties as to the terms of their settlement, and that defendant's motion to enforce the settlement agreement must therefore be granted. In light of this ruling, Chancellor's subsequent motion to join claims and parties must be denied, because "Rule 15(b) does not provide for amending a complaint after settlement." *Herron v. City of Chicago*, 618 F. Supp. 1405, 1408 (N.D. Ill. 1985) (Will, J.).

Conclusion

For the foregoing reasons, the defendant's motion to enforce the settlement agreement [95] is granted and the plaintiff's motion to join claims and parties [159] is denied.

SO ORDERED.

Sharon Johnson Coleman
United States District Court Judge

DATED: 8/20/2018

In the
United States Court of Appeals
For the Seventh Circuit

No. 16-2475

TERENCE S. CHANCELLOR,

Plaintiff-Appellant,

v.

SELECT PORTFOLIO SERVICING and JPMORGAN CHASE BANK, N.A.,

Defendants-Appellees.

Appeal from the United States District Court for the Northern District of Illinois, Eastern Division.
No. 14 C 7712 — **Sharon Johnson Coleman**, *Judge.*

SUBMITTED JULY 5, 2017 — DECIDED JULY 19, 2017

Before POSNER, KANNE, and SYKES, *Circuit Judges.*

POSNER, *Circuit Judge.* The plaintiff reached an oral agreement to settle a litigation arising out of a home mortgage loan to him, but the defendants insisted that as part of the settlement he would have to release any claims he had against another bank, and also a trust company, neither of which had been a party to the litigation. Although the district judge agreed with the defendants' position, it hasn't been proved that anyone had told the plaintiff during the

settlement conference that by agreeing to the settlement he would also be releasing any claim he might have against the two nonparties to the litigation. Because there was no evidentiary proceeding, there was no basis for the judge's deciding that the plaintiff had agreed to release the claims against the nonparties. The judgment must therefore be vacated and the case remanded for a factual inquiry into the parties' disagreement.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TERENCE S. CHANCELLOR Plaintiff, v. BANK OF AMERICA N.A., successor by merger to BAC HOME LOAN SERVICING LP; SELECT PORTFOLIO SERVICING, INC; and J.P. MORGAN CHASE; Defendants.	)	Case No. 14-cv-7712 Judge Sharon Johnson Coleman

MEMORANDUM OPINION AND ORDER

Before the Court is a motion to enforce settlement (Dkt. 95) brought by Defendants Select Portfolio Servicing, Inc. ("SPS") and J.P. Morgan Chase ("Chase") and Pro se Plaintiff Terence Chancellor's motion to join a necessary party (Dkt. 90). The Court grants the motion to enforce settlement and denies the motion to join a necessary party.

Background

Chancellor brought suit against the entity he believed held his mortgage, J.P. Morgan Chase ("Chase"), his previous mortgage loan servicer, Bank of America, N.A. ("BANA") and his current loan servicer, Select Portfolio Servicing ("SPS"), alleging various claims arising out of the defendants' failure to honor two loan modification agreements and provide Chancellor with requested information regarding his mortgage. (Dkt. 40.)

Following a grant in part and denial in part of the defendants' motions to dismiss, this Court appointed settlement counsel for Chancellor and referred the case to Magistrate Judge Schenkier for discovery and settlement supervision. A settlement conference was held on February 23, 2016 at which, per Judge Schenkier's minute entry, a settlement was reached. (Dkt. 86.) A status was set for

March 16 "for a report on the parties' progress in finalizing their settlement documentation." (*Id.*) At the March 16 hearing, the parties reported that the settlement would be effectuated via two separate agreements, one between Chancellor and BANA, and one between Chancellor and the remaining defendants, Chase and SPS (collectively "Defendants"). (Dkt. 88.) By the next hearing on April 14 Chancellor and BANA had finalized their settlement, but the parties to the other settlement disputed whether a final settlement had been reached. (*Id.*)

Chancellor seeks to join U.S. Bank, N.A. to the suit because Defendants are claiming that U.S. Bank, not Chase, holds Chancellor's mortgage loan, and Chancellor wishes to pursue claims he may have against U.S. Bank in that capacity. (Dkt. 90.) Defendants seek to enforce the settlement agreement that they allege was reached at the February 23 hearing, which contemplates U.S. Bank as a signatory. (Dkts. 95, 104.)

Legal Standard

Enforcement of settlement agreements pertaining to federal claims is governed by state contract law. *Holmes v. Potter*, 552 F.3d 536, 539 (7th Cir. 2008). "Oral settlement agreements are enforceable under Illinois law if 'there is clearly an offer and acceptance of the compromise and a meeting of the minds as to the terms of the agreement.'" *Dillard v. Starcon Int'l, Inc.*, 483 F.3d 502, 507 (7th Cir. 2007). The essential terms of the settlement must be sufficiently definite and certain such that a court can ascertain what the parties agreed to. *Id.* A "meeting of the minds" is determined by reference to the parties' objective conduct rather than to their subjective beliefs. *Id.*

Under Rule 19(a)(1), an absent party is required to be joined if feasible if one of the following is true: (1) "the court cannot accord complete relief among existing parties" without joinder of the absent party; (2) the absent party "claims an interest relating to the subject of the action" and will be impeded or impaired in its ability to protect that interest; or (3) an existing party is "subject to a

substantial risk of incurring double, multiple or otherwise inconsistent obligations" because of the absent party's claimed interest relating to the subject of the action. Fed. R. Civ. P. 19(a)(1)(A)–(B).

Discussion

Motion to Enforce Settlement

Chancellor and Defendants agree that at the conclusion of the February 23 settlement conference, there was agreement as to the following essential terms: (1) Chancellor would receive a global settlement amount of $30,000.00 of which Defendants would contribute $10,000.00; (2) Chancellor's eligibility for available modification options would be assessed; and (3) in exchange for the monetary damages and the account review, Chancellor would release his claims. (*Compare* Dkt. 95 at 4 *with* Dkt. 100 at 4.) However, there are some factual disputes: Chancellor claims that the parties agreed to pay him the $30,000.00 within fourteen days of the conference, that the parties specifically agreed to review Chancellor's eligibility for the Home Affordable Modification Program ("HAMP"), that there was no discussion about memorializing the settlement in writing, and that there was no discussion about U.S. Bank being the holder of the mortgage loan. (Dkt. 100 at 4-5.) SPS and Chase deny that there was any agreement to pay within 14 days of the conference and state that the conference concluded with the parties agreeing to draft a written settlement agreement. (Dkt. 102 at 5-6.) Defendants also claim that they made clear during the settlement discussions that U.S. Bank would be a party to the settlement agreement because any modification to Chancellor's mortgage would require U.S. Bank's approval. (*Id.* at 3-4.)

Despite these factual disputes, Chancellor does not argue that there was no meeting of the minds on February 23. Rather, Chancellor asserts that because Defendants failed to perform by failing to disburse $10,000.00 within fourteen days of the initial settlement conference, Chancellor is now entitled to rescind or terminate the agreement. (Dkt. 100 at 8-9.) Although Chancellor cites non-precedential California law to support his argument, the principle that a party "may terminate or

rescind a contract because of substantial nonperformance or breach by the other party" also exists under Illinois law. *See, e.g., C. G. Caster Co. v. Regan*, 88 Ill. App. 3d 280, 285 (1980). However, the nonperformance or breach must be so substantial or material that it defeats the purpose of having made the agreement, renders performance of the rest of the contract different in substance, or otherwise justifies the injured party regarding "the whole transaction as at an end." *First Nat. Bank of Evergreen Park v. Chrysler Realty Corp.*, 168 Ill. App. 3d 784, 793 (1988). Even assuming that Defendants agreed to pay within fourteen days, failure to do so is not such a material or substantial breach as to justify undoing the entire agreement. *See id.* (jury could conclude from evidence that party performed on the contract several months late that breach was not so material as to justify termination). Chancellor's argument in opposition to enforcing the settlement therefore fails.

Motion to Join a Party

Chancellor seeks to join U.S. Bank as a required party to this case under Rule 19. However, he has failed to show that any of the Rule 19 conditions apply here. Chancellor can obtain the relief he seeks without joining U.S Bank since it is willing to sign the settlement agreement. While normally an entity is not bound by the settlement of litigation to which it is not a party, there may be situations where "representations or conduct [of] a nonparty might estop itself to attack a judgment in a suit to which it was not a party." *Bankers Trust Co. v. Old Republic Ins. Co.*, 959 F.2d 677, 684 (7th Cir. 1992). This appears to be one of those situations; if U.S. Bank signs the settlement agreement, it will be bound to the agreement under ordinary principles of contract law. Additionally, because U.S. Bank's interest in the subject matter of this suit is adequately represented by the existing parties, it need not be joined for purposes of protecting its interests. *See J.P. Morgan Chase Bank, N.A. v. McDonald*, 760 F.3d 646, 653 (7th Cir. 2014). There is also no risk of inconsistent obligations if U.S. Bank is not joined. Therefore none of the prerequisites for Rule 19 mandatory joinder have been met.

At oral argument, Chancellor expressed two concerns about the harm he would suffer if the settlement was enforced and he was unable to join U.S. Bank as a party to the suit. The first is the loss of his ability to litigate what he believes to be a viable breach of contract claim against U.S. Bank. Chancellor's right to bring this claim is not absolute. Chancellor is poised to obtain from U.S. Bank the relief he negotiated for at the settlement conference: a review of his eligibility for a loan modification. He cannot claim injury because he wants to put U.S. Bank through the tribulations of litigation and is prevented from doing so by U.S. Bank's willingness to give him what he wants before he has the opportunity to sue it. Furthermore, Chancellor conceded that he has been on notice since at least 2014 that it was SPS' position that U.S. Bank was the mortgage-holder. Although Chancellor alleges BANA made contrary representations, Chancellor was free to—and should have—brought suit against both U.S. Bank and Chase under alternative theories as to who held his mortgage. He has unduly delayed in seeking to bring U.S. Bank into this suit and cannot do so on the eve of settlement simply to gain leverage and squeeze more out of Defendants than he bargained for at the settlement conference.

Chancellor's second expressed concern is his lack of recourse if he is not granted a modification. This is again an attempt to get more than what he originally agreed to accept. According to Chancellor's own brief, the parties agreed *only* that Chancellor's mortgage loan would be *evaluated* for applicable modifications. (Dkt. 100 at 4.) This does not amount to a guarantee that Chancellor will actually obtain a loan modification.

Because none of the Rule 19 prerequisites have been met, Chancellor's motion to join U.S. Bank as a necessary party (Dkt. 90) is denied. Because the parties came to an agreement about the essential terms of settlement at the February 23 settlement conference, Defendants' motion to enforce settlement (Dkt. 95) is granted to the extent they seek to enforce those terms, which are as follows: (1) Defendants will pay Chancellor $10,000.00; (2) Defendants will review Chancellor's eligibility for

available modifications; and (3) in exchange for the monetary payment and the account review, Chancellor will release his claims. Any additional disputes regarding whether the written agreement properly states these terms, or whether it imposes any terms which do not align with the agreement reached at the settlement conference, can be raised before Magistrate Judge Schenkier.

IT IS SO ORDERED.

SHARON JOHNSON COLEMAN
United States District Judge

DATED: May 24, 2016

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

Scott S. Harris
Clerk of the Court
(202) 479-3011

July 31, 2019

Mr. Terence S. Chancellor
252 S. Ellis Avenue
Glenwood, IL 60425

Re: Terence S. Chancellor
v. Select Portfolio Servicing, Inc., et al.
Application No. 19A124

Dear Mr. Chancellor:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case has been presented to Justice Kavanaugh, who on July 31, 2019, extended the time to and including September 10, 2019.

This letter has been sent to those designated on the attached notification list.

Sincerely,

Scott S. Harris, Clerk

by C. Houghteling

Clara Houghteling
Case Analyst

Re: Nos. 18-3246 & 18-3037

In the United States Court of Appeal

For the Seventh Circuit

Terence S Chancellor

Plaintiff Appellant /Pro Se

V

Select Portfolio Servicing Inc

JP Morgan Chase Bank N.A. (Chase)

District Court No: 1:14-cv-07712
Northern District of Illinois, Eastern Division District
Judge Sharon Johnson Coleman

Petition for Reconsideration of the Appeal En Banc

Pro Se Appellant, Terence S. Chancellor submits his petition for reconsideration of the decision dated April 11, 2019 against Plaintiff Appellant. The case went before Justices Amy C Barret, Michael B Brennan, and Michael Y Scudder Circuit Justices.

Appellant Terence Chancellor is straight forward with credibility concerns of appellee attorneys, and appellees attorney, who also participated as the witness, most notably at the 10/3/2017 evidentiary hearing. Page 3 of the Final Judgement paragraph 4 states "But The court is entitled to determine **the witness credibility** to discern the terms of the argument... Elustra V. Mineo 595 F 3d 699.709 7th Cir , 2010, Cline V Common Internal Revenue 34 F 3rd 480, 484-85 7TH Cir 1994

The credibility of the lead attorney Michael Weik whose testimony under oath has been accepted as truth by this court must be scrutinized regarding uncorrected false testimonial statements he made during the 10-3-2017 evidentiary hearing

Plaintiff Appellant request that the United States Court of Appeal For the 7th Circuit review the 10/3/2017 transcript page 116 which proves Michael Weik, who functioned as the witness at this hearing, while under oath, was untruthful regarding who he filed an appearance on behalf of. As he told the district judge, while under oath, after multiple repeated request by the

District Judge that he filed an appearance on behalf of **JP Morgan Bank.** This is important as Michael Weik continue to maintain that Chase was not a party to the case. But the record shows that lead attorney Micahael Weik was untruthful while under oath (Perjury), and that attorney Michael Weik did file an appearance on behalf of **Chase** not JP Morgan Bank in 2014 . **(Page 116 10/3/2017 evidentiary hearing (all) See Doc#**

The next event which immediately occurred after Attorney Michael Weik, who was the witness, was an attempt of intervention be the other attorney Jon Nusgard who immediately attempted to help the situation asking permission of the district judge, who with bias provided the following advice to the attorney:

The Court: Counsel

Mr Nugart: briefly to perhaps clarify this. If I can just approach the witness (Attorney Michael Weik) and ask him one question about the letter to which Mr Chancellor is referring.

The Court: Well, you can if __I mean, you all are on the same side, so don't bring up something that conflicts (Clear Bias as the district judge should not be helping attorneys with 30 years of experience vs a pro se as was done per the transcript record) Page 116 10/3/2017 transcriipt

The Witness: (Michael Weik) Why don't you wait) **(Page 116 10/3/2017 evidentiary hearing) 16-25**

The issues of perjury by Attorney Michael Weik, and bias by the District judge in helping defendant's attorney to try to hold back perjury (which did occur according to the record) does not support credible testimony as mentioned in the final judgement in regards to the witness attorney Michael Weik. The judge provide no such help or advice to Appellant who is pro se .

Wherefore there is no credibility of defendants according to the record, and the district judge has erred with bias proved by instructing Defendants attorneys during the 10/3/2016 evidentiary hearing to not say anything that conflicts, while the attorney for defendant is still on the witness stand is being questioned under oath

Page 116, 10-3-2017 evidentiary hearing proves bias by the judge against plaintiff and non-credibility of the Attorneys witness. Wherefore Appellant request the United States Court of appeal for the Seventh Circuit

Page 116 of the 10/3/2017 evidentiary transcript proves the above

Humbly Submitted

Terence Chancellor
252 S Ellis Avenue Glenwood, IL 60425 708-573-9685

		format described on the court's website at www.ilnd.uscourts.gov. The parties are directed to discuss settlement, and whether they consent to proceed before the Magistrate Judge.Mailed notice (rth,) (Entered: 11/03/2014)
11/20/2014	17	MOTION by plaintiff Terence S Chancellor for default judgment as to Select Portfolio Servicing Inc. (mjc,) (Entered: 11/25/2014)
11/20/2014	18	MOTION by plaintiff Terence S Chancellor for default judgment as to Chase d/b/a J.P Morgan Chase. (mjc,) (Entered: 11/25/2014)
11/20/2014	19	REQUEST by plaintiff Terence S Chancellor for entry of default regarding Select Portfolio Servicing Inc. (mjc,) (Entered: 11/25/2014)
11/20/2014	20	REQUEST by plaintiff Terence S Chancellor for entry of default regarding Chase d/b/a J.P. Morgan Chase. (mjc,) (Entered: 11/25/2014)
11/20/2014	21	AFFIDAVIT of Terence Chancellor in support of request for entry of default 19 . (mjc,) (Entered: 11/25/2014)
11/20/2014	22	AFFIDAVIT of Terence Chancellor in support of request for entry of default 20 . (mjc,) (Entered: 11/25/2014)
11/20/2014	23	DEFAULT Judgment by plaintiff Terence S Chancellor regarding Select Portfolio Servicing Inc. (mjc,) (Entered: 11/25/2014)
11/20/2014	24	DEFAULT Judgment by plaintiff Terence S Chancellor regarding Chase d/b/a J.P. Morgan Chase. (mjc,) (Entered: 11/25/2014)
11/20/2014	25	AFFIDAVIT of Terence Chancellor in support of motion for default judgment regarding Select Portfolio Servicing Inc. 17 . (mjc,) (Entered: 11/25/2014)
11/20/2014	26	AFFIDAVIT of Terence Chancellor in support of motion for default judgment regarding Chase d/b/a J.P. Morgan Chase 18 . (mjc,) (Entered: 11/25/2014)
11/20/2014	27	ENTRY of Default by plaintiff Terence S Chancellor regarding Chase d/ba/a J.P. Morgan Chase. (mjc,) (Entered: 11/25/2014)
11/20/2014	28	ENTRY of Default by plaintiff Terence S Chancellor regarding Select Portfolio Servicing Inc. (mjc,) (Entered: 11/25/2014)
11/26/2014	29	MOTION by Defendant Bank of America N.A. for extension of time *to Answer or Otherwise Plead in Response to Plaintiff Terence S. Chancellor's Complaint (Agreed)* (Kern, Joseph) (Entered: 11/26/2014)
11/26/2014	30	NOTICE of Motion by Joseph D Kern for presentment of extension of time 29 before Honorable Sharon Johnson Coleman on 12/4/2014 at 08:45 AM. (Kern, Joseph) (Entered: 11/26/2014)
11/26/2014	31	ATTORNEY Appearance for Defendants Chase (OH4-7120), Select Portfolio Servicing Inc by Jonathan Daniel Nusgart (Nusgart, Jonathan) (Entered: 11/26/2014)
11/26/2014	32	ATTORNEY Appearance for Defendants Chase (OH4-7120), Select Portfolio Servicing Inc by Michael J. Weik (Weik, Michael) (Entered: 11/26/2014)
11/26/2014	33	

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TERENCE S. CHANCELLOR, Plaintiff, v. BANK OF AMERICA, N.A., as successor by merger of BAC Home Loan Servicing LP ("BANK OF AMERICA"); Select Portfolio Servicing, Inc.; and Chase (OH4-7120) dba J.P. Morgan Chase, Defendants.	No. 14 C 7712 October 3, 2017 Chicago, Illinois 1:45 p.m. Motion Hearing

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE SHARON JOHNSON COLEMAN

APPEARANCES:

Pro se Plaintiff:	MR. TERENCE S. CHANCELLOR 252 South Ellis Avenue Glenwood, Illinois 60425
For Defendants Select Portfolio and JP Morgan:	SMITH & WEIK, LLC 1011 Lake Street Suite 412 Oak Park, Illinois 60301 BY: MR. MICHAEL J. WEIK MR. JONATHAN D. NUSGART

TRACEY DANA McCULLOUGH, CSR, RPR
Official Court Reporter
219 South Dearborn Street
Room 1426
Chicago, Illinois 60604
(312) 435-5570

THE COURT: Right. But again, I understand where your --

THE WITNESS: When we filed an appearance --

THE COURT: I just need you to say under oath is your client, not what Mr. Chancellor keeps referencing to. Not the fact that he keeps putting these, these names together. Was your client for purposes of his case, his loan, was it Chase Bank in the terms that you know Chase Bank to be?

THE WITNESS: No. It was JP Morgan Bank we filed an appearance on behalf of. And we filed an appearance on behalf of Select Portfolio.

THE COURT: And those are totally different entities from Chase Bank, is that correct?

THE WITNESS: As far as I know that is absolutely correct, Judge.

MR. NUSGART: Your Honor, if I could just interject --

THE COURT: Counsel.

MR. NUSGART: -- briefly to perhaps clarify this. If I can just approach the witness and ask him one question about the letter to which Mr. Chancellor is referring.

THE COURT: Well, you can if -- I mean, you all are on the same side, so don't bring up something that conflicts.

THE WITNESS: Why don't you wait.

THE COURT: But go ahead. I'm going to allow this,

objections right now, but so the Court will be aware.

THE COURT: Again, you all can make your objections. However, I will tell both sides this, since I'm not seeing 10 or 12 witnesses here, I don't think there's any out in the hall, are there?

MR. WEIK: No, Your Honor.

THE COURT: All right. I do not expect this matter -- I don't expect to be here till 6:00 o'clock having you all put on a case. All right.

MR. WEIK: Understood.

THE COURT: So it's not like I don't have familiarity with the case.

MR. CHANCELLOR: Right.

THE COURT: But I follow the rules of the Appellate Court, even though the person who wrote it is no longer there, but -- you didn't know that, Mr. Chancellor? Did you know that?

MR. CHANCELLOR: Yes.

THE COURT: He's gone. All right. But anyway the Court has no problem going through this again and seeing if the Court missed something or just making sure that everybody understands the reasons if the Court's ruling comes out the same. So it's a fresh hearing, evidentiary hearing by this Court and the Court will proceed. And -- and so, Counsel, you're saying you're the movant.

offer, which I dispute. Nor is Chase a loan servicer for the loan. In fact, you've had no contact with Chase. Chase is not listed as any party to any loan documents you have signed. As Chase was not in privity meant with you, Chase could not have breached an agreement to which it was not a party.

THE COURT: Stop right there. Stop right there. And so explain, is your client for purposes of this lawsuit Chase Bank?

THE WITNESS: No, Your Honor.

THE COURT: All right. Has your client for purposes of this lawsuit ever been Chase Bank? Chase Bank.

THE WITNESS: Mr. Chancellor in his --

THE COURT: You can't answer that yes or no?

THE WITNESS: Well, I, I -- it's not been ours because we specifically --

THE COURT: That's what I'm asking you.

THE WITNESS: No, Your Honor. We --

THE COURT: Is that your client?

THE WITNESS: Chase Bank is --

THE COURT: For purposes of this case, this particular case of Mr. Chancellor was Chase Bank your client?

THE WITNESS: Chase Bank was not our client, but may I explain. Mr. Chancellor as I pointed out alleges -- identifies the owner investor in his amended complaint as Chase parentheses JPMAC just as we went through.

CHASE

Chase (OH4-7120)
3415 Vision Drive
Columbus, OH 43219-6009

February 6, 2014

Terence S. Chancellor
252 South Ellis Avenue
Glenwood, IL 60425

We have completed our research on your request

Borrower Name:	Terence S. Chancellor
Reference Number:	20140204EOCHF0026
Property Address:	252 South Ellis Avenue Glenwood, IL 60425

Dear Terence S. Chancellor:

This letter is in response to your correspondence dated December 24, 2013, addressed to Chase, and received in our office of JPMorgan Chase Bank, N.A., regarding your mortgage loan.

Please direct all inquiries regarding the origination or servicing of the loan to the servicer. Your correspondence indicates that Bank of America is the servicer.

If you have any questions, please call us at one of the telephone numbers listed below.

Sincerely,

Chase
1-888-310-7995
1-800-582-0542 TDD / Text Telephone
www.chase.com

We are a debt collector.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

EX068

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Terence S. Chancellor, Plaintiff, v. Bank of American N.A. as Successor by merger of BAC Home Loan Servicing LP ("Bank of America"); (SPS) Select Portfolio Servicing, Inc.; and JP Morgan Chase Bank N.A., Defendants.	)	Case No. 14-cv-7712 Hon. Sharon Johnson Coleman

SELECT PORTFOLIO SERVICING AND JPMORGAN CHASE BANK, N.A.'S ANSWER TO AMENDED COMPLAINT

Now comes Defendants, Select Portfolio Servicing, Inc. ("SPS") and JPMorgan Chase Bank, N.A. ("Chase") (collectively "Defendants"), by and through its counsel, Smith & Weik, LLC, and in Answer to Plaintiff, Terence S. Chancellor's Amended Complaint, states as follows:

INTRODUCTION TO ANSWER

Plaintiff Terence Chancellor ("Plaintiff" or "Chancellor") has filed a multi-count Amended Complaint. (Dkt. #40). Some, but not all, of the paragraphs are numbered and at times the allegations are difficult to decipher. Defendants filed a motion to dismiss which was granted in part and denied in part for the reasons set for in its Memorandum Opinion and Order (Dkt. #66). SPS and Chase will respond to the surviving claims brought against them based upon the Court's findings and as those allegations are set forth in Plaintiff's Amended Complaint, subject to the following: 1) as mentioned Plaintiff's Amended Complaint does not number every paragraph, thus the paragraph numbering or lack of numbering as set forth herein is identical to the numbering in the Amended Complaint (Dkt # 40); 2) typographical errors in the Amended