UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ERIC FERRIER

Plaintiff.

v. Civil Action No.

CASCADE FALLS CONDOMINIUM ASSOCIATION, INC.

BANK OF AMERICA N.A., LISA KEHRER, TODD STOLFA

Defendants

[JURY DEMAND]

COMPLAINT

(Filed Aug. 10, 2017)

ERIC FERRIER complaint alleges against Bank of America N.A, formerly known as Countrywide Home Loans Servicing LP, and CASCADE FALLS CONDOMINIUM ASSOCIATION INC and BOARD OFFICERS Lisa Kehrer and Todd Stolfa as follows:

THE PARTIES

1. Plaintiff, ERIC FERRIER is, mentioned herein was the title holder to the property that is the subject of this Counterclaim, the location of which is commonly known as 530 NW 15th court Unit 4 Fort Lauderdale, FL 33304 ("the Property") which he purchased in December 12, 2006.

2. Eric Ferrier is a Foreign National U.S. Citizen of and as such, under Sec. 1992 of U.S. Revised Statutes he shall " . . . have the same right, in every State and Territory in the United States to make and enforce contracts, to sue, be parties, and give evidence, to inherit, purchase, lease, sell, hold, and convey real and personal property, and to full and equal benefit of the laws and proceedings for the security of person and property . . . "

3. Owners are informed and believe and thereon allege that BAC HOME LOANS SERVICING LP F/K/A Countrywide Home Loans Servicing, LP is a Texas corporation not licensed to do business in the state of Florida. BAC was, and is, in the business of being a "servicer" of "federally related mortgage loans" as those terms are defined in RESPA, 12 U.S.C. § 2602(1) and 2605(i)(2). Owners are informed and believe and thereon allege that BAC was and is in the business of the collection of consumer debts, either on behalf of itself or others and it is therefore subject to the Federal Dept Collection Practice Act, FDCPA (15 U.S.C. § 1692, et seq.) BAC HOME LOANS SERVICING LP became inactive and merge in July 2011 with parent subsidiary Bank of America N.A. Bank of America, N.A. is a national bank with its principal place of business is 100 N. Tryon Street, Charlotte, North Carolina 28255 and who purchased Countrywide Financial Corporation and referred to collectively herein as BAC.

4. Plaintiff is informed and believe and thereon allege that at all times mentioned

herein, COUNTRYWIDE BANK, FSB ("Countrywide"), was a California corporation not licensed to do business in the state of Florida; and was and is an entity in the business of purchasing and otherwise taking assignment of consumer credit transactions. Owners entered into a loan with Countrywide ("Loan" and in reference to all of the Loan Documents "Loan Documents") pursuant to a promissory note ("Note") and secured by a mortgage ("Mortgage") on the Property.

OTHER PARTIES

5. BAC which purchased Countrywide and upon information and belief, is the successor in interest to Countrywide and as such has assumed all liabilities and obligations of Countrywide. In the event BAC answers and responds to the claim that it is not responsible for the actions of Countrywide or the other related and affiliated entities to Countrywide, Owners reserve the right to add additional parties to this claim. BAC has brought its Complaint against Owner by its servicing agent Bank of New York Melon, and BAC specifically alleges that it was formerly known as Countrywide Home Servicing, LP ("Countrywide Servicing") and thus BAC is referenced herein with regard to the actions of Countrywide Servicing, and the actions of its affiliates, Countrywide and Countrywide Home Loans, Inc. ("Countrywide Home Loans") and the Bank of New York Melon. BANK OF AMERICA principal address is 100 N Tryon St. Charlotte, NC 28555.

6. Plaintiff is informed and believe and thereon allege, that at all times mentioned herein CWALT, Inc. (hereinafter "CWALT"); was the "depositor" for loans originated by CHLS into Mortgage backed Securities Collateralized Debt Obligations ("CDO's"). Upon information and belief, CWALT is a Delaware corporation not licensed to do business in the state of Florida and was a limited purpose financial subsidiary of Countrywide Financial Corporation;

7. Plaintiff is informed and believe and thereon allege, that at all times mentioned herein The Bank Of New York (hereinafter "BNY") in Trust For the Certificate Holders of the CWABS INC, asset-backed certificates Mortgage PassThrough Certificates, Series 2006-04, Certificates is a banking corporation organized under the laws of the State of New York, as trustee (the "Trustee") for Pooling and Servicing Agreement dated December 12, 2006 of which the Loan is a part of Securitized Asset Backed Receivables for Countrywide.

8. Plaintiff is informed and believe, and thereon allege that at all times mentioned herein Mortgage Electronic Registration Systems, Inc. ("MFRS") is and was a Delaware corporation located at 1818 Library Street, Suite 300 Reston, VA 20190 and is registered to do business in Florida.

9. Upon information and belief, Owner alleges that the actions of Countrywide, CFL, CHLS, Bank of America and their affiliates are the

actions of BAC and that BAC is liable to Owners for their actions.

10. CASCADE FALLS CONDOMINIUM ASSOCIATION, INC (CFCA. Inc) is a non-profit Florida Corporation with last known principal address 35 NE 24TH AVE. POMPANO BEACH, FL 33062 US. Their register agent address is LOPEZ, CARLOS EDUARDO and Address will be 35 NE 24111 AVE. POMPANO BEACH, FL 33062 US

11. LISA KEHRER and TODD STOLFA were managing Board Officers self ruling CASCADE FALLS CONDOMINIUM ASSOCIATION INC during the period that yield to this action. Allegations have been raised by the Parties that the Plaintiff was harassing them in the form of frivoling claims and have wish not to disclose there WHERE ABOUT. As the result, the Plaintiff is limited in his ability to comply due diligence to locate their current physical address. As a result their mailing address would be the Association for the purpose of this claim, C/O CFCA Inc 35 NE 24MI AVE. POMPANO BEACH, FL 33062 US.

12. C.F.C.A. Inc is the home owner association whose boards enter a mediation agreement with the owner to have MOLD removed from the UNIT 4 and WATER DAMAGES repaired on April 11, 2011 in exchange for payments of $10,000. Owner is informed and believe that CFCA Inc fees collection is subject to the Federal Dept Collection Practice Act, FDCPA (15 U.S.C. § 1692, et seq.)

13. This non compulsory Claim arises out of a Loan induced by fraudulent disclosures made at closing by BAC fka CHL and related foreclosure by their servicing agent the BANK OF NEW YORK. It is brought by the former Owner who has being sued for foreclosure by NBY which lacks standing as a real party in interest to the underlying Note and sued for foreclosure by CFCA Inc which should have collect dues and assessment from the lender under the Lender condominium rider as fiduciary of the Plaintiff. The foreclosure actions have been files in two different State cases and at any point the owner has been able to counter sue both parties. The Parties have made it impossible to file FEDERAL ALLEGATIONS as a COUNTER CLAIM to their foreclosure actions.

14. The Plaintiff has been subject to ongoing discrimination and the last incident occurred in August 2016 when the Parties restricted the Plaintiff ability to sue by and through the City of Fort Lauderdale Attorney by the filling of Motion in bad faith. The HUD is still evaluating the Plaintiff discrimination complaint.

JURISDICTION AND VENUE

15. The Property which is the subject of this complaint is located within BROWARD County of FLORIDA. The Plaintiff has left the State of Florida and had retained the service of a Florida Attorney to accept service on his behalf. 28 U.S.C. § 1406(a), Section 1404(a) and § 1406(a) protect protects witnesses and parties from an

undue expenditure of time and money to allow for venue in alternative districts. The Parties have made it impossible for the Complaint to be removed from State.

16. The Bank of New York Mellon (BNY) servicing BAC as Trustee for the certificate holders of the CWABS Inc, asset backed certificates, serie 2006-04 address are 1 Wall street NEW YORK, NY 10286 and 101 Barclay St 4w, NEW YORK, NY 10286 is servicing the BANK OF AMERICA NA.

17. This Court has jurisdiction under 11 U.S.C. § 548, 18 U.S.C. § 1344 (Fraud) and 15 USC 45 §5 (Unfair or Deceptive Acts or Practices). Venue is proper under 28 U.S.C. § 1332(a), the parties are citizen of different states including Florida, North Carolina and New York states and owner has alleged Federal questions under the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act and the Home Ownership and Equity Protection Act. This Court has jurisdiction under Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000 e to 2000 e-17 and the FAIR HOUSING AMENDMENTS ACT (FHAA) and Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Discrimination) and the Uniform Commercial Code.

18. The Plaintiff request TIMELINES TO BE WAVED mainly because of health reasons, affirmative concealment, inability to be properly represented by a Legal Counsel and OBSTRUCTION to the filing of CIVIL RIGHTS Allegations.

NATURE OF THE ACTION

19. The matters raised by the Plaintiff in his claim cannot be viewed in a vacuum and need to be viewed in the context of what BAC and the related Bank of America and Countrywide entities have been doing along with their binding agreement to the Home Owner Association as per the Condominium rider.

20. Upon information CFCA Inc has foreclosed on Owner ERIC FERRIER by enforcing one side of the settlement agreement signed on April 11th, 2011. The default judgment was appealed by the Plaintiff upon CFCA Inc acquiring the property for the shocking amount of $100. CFCA Inc applied inflated late fees, interest and abusive attorney fees while failing short of removing MOLD from the unit and repairing the water damages. The appeal having been affirmed on NO RESPONSE or what so ever to the owner appeal brief, the owner has remand the State Court in the form a DENOVO COUNTER CLAIM BY AMENDEMENT WITH LEAVE OF THE COURT under Florida Rule of Civil Procedure 1.170(f) and rule 1.540(b)(3). The Defendant made it impossible for that Case to be removed to the US District.

21. Upon information and belief, BAC is foreclosing on Owners' Property without standing to do so and proper service of process on ERIC FERRIER and has sub sequentially taken the following improper actionable wrongs against Owner. BAC fka CHL lured Owner into a predatory mortgage loan instrument that has

resulted in the foreclosure complaint against Owner with regard to his Property and the potential loss of his investment. BAC fka CHL initiated what was to be Owner' fully-documented Loan where it qualified Owners for the Loan by falsifying Owners' loan application to ensure its approval, appraised the Property in excess of its value, altered Loan Documents from what was represented to be the Loan terms at the time of the good faith estimate by changing the adjustable rate mortgage ("ARM") converted said Loan into a security and sold it as a Mortgage backed Security to the CWALT Inc Trust before the closing, failed to disclose underlying market conditions which had been intentionally manipulated by it and other financial institutions which would result in the foreclosure of homes across America including Owners, employed "robo-signors" to execute legal documents and initiated a complaint to foreclose without standing. The scam was facilitated because of the Plaintiff foreign origin and eventually prevents the Plaintiff to qualify for a legitimate Mortgage loan.

22. CFCA Inc and BAC fka CHL's actions constitute false, misleading, deceptive, fraudulent, or otherwise illegal RETALIATION conduct under the law which seeks to strip Owner, ERIC FERRIER of everything he worked his entire live for and to prevent him to own legitimate real estate property.

23. ERIC FERRIER has disputed the loan to be a violation of the Home Ownership and Equity Protection Act and to have right to an extended

rescission. The lender has ignored all requests to date and the DISCRIMINATION is ongoing.

BACKGROUND OF THE FINANCIAL MARKETS AT THE TIME OF THE LOAN

24. MFRS was established to track ownership of notes and mortgages as notes and mortgages are repeatedly sold and assigned to various parties.

25. On August 6, 2007, the secondary mortgage based securities ("MBS") market stopped trading most non-conforming securities as difficulties began surfacing in AAA-rated Mortgage Backed Securities.

26. On August 6, 2007, American Home Mortgage collapsed when Countrywide Financial Corporation intentionally disclosed to the Securities and Exchange Commission that "these disruptions in the secondary market could hurt Countrywide."

27. On August 10, 2007, a run on investment banks began as the secondary MRS markets shut down, which, in turn, curtailed new mortgage funding.

28. In August 2007, the perceived risk regarding Countrywide MBS bonds rose. Credit rating agencies downgraded Countrywide bonds 1-2 grades, some near 'junk' status causing the cost to insure bonds to rise 22% overnight. Approximately fifty mortgage lenders filed for chapter 11 bankruptcy. Countrywide was then cited as a

bankruptcy risk by Merrill Lynch which advised clients to sell Countrywide stock.

29. On August 16, 2007, the secondary market for MBS's declined further causing Countrywide to draw $11.5 billion from 40 banks including Chase.

30. On August 17, 2007, the Federal Revenue accepted $ 17.2 billion in repurchase agreements for MBS to aid in liquidity thereby calming Wall Street. To the naive unsuspecting public, this action, along with a host of others, provided BAC tka CHI, with the ability to continue to make loans to Owners and others even though it was fully aware of the impending market collapse.

31. On August 20, 2007 the Federal Revenue waived banking regulation requirements for Citigroup and BAC and agreed to exempt them from rules which limited the amount federally insured banks are able to lend to related brokerage companies – down to only 10% of the bank's capital. Until that time, regulations stated that banks with federally insured deposits should not be put at risk by brokerage subsidiaries activities.

32. On August 23, 2007, CITI, BAC and 2 other banks received $500 million in 30 day loans from the Federal Reserve. Countrywide obtained $2 billion from Bank of America in exchange for stock whereby Bank of America assumed Countrywide's liabilities.

33. On January 11, 2008, Bank of America offered $5.50 per share for Countrywide stock and

purchased Countrywide for $4 billion in an all stock transaction. Bank of America knew there would be lawsuits but stated publicly that they had weighed "Short term pain v. Good deal" for Bank of America stockholders.

34. On June 25, 2008, after numerous complaints from Illinois consumers, Illinois Attorney General Lisa Madigan's Consumer Fraud Bureau conducted an investigation into Countrywide Home Loans and filed a lawsuit against Countrywide alleging fraud ("Illinois Attorney General Complaint").

35. On July 1, 2008, Bank of America's purchase of Countrywide was finalized.

36. In August, 2009, Bank of America, as successor to Countrywide, agreed to pay $600 million to settle shareholder lawsuits over its mortgage losses.

37. On June 7, 2010, in a U.S. Department of Justice press release, Clifford White III (Justice Department Program Director of the executive office of U.S. Trustees) stated: "Over a two year period, the US Trustee program worked closely with the FTC to carry out parallel investigations relating to Countrywide's improper conduct in servicing home loans."

FRAUD BY COUNTRYWIDE

38. Serious allegations of Countrywide company practices that are imputed to BAC as successor to Countrywide, are consistent with the specific fraudulent practices raised here by

Plaintiff. The following is set forth to provide the context and further support the specific allegations made herein by Plaintiff. These are extensively detailed in The Government of Guam Retirement Fund, et al. v. Countrywide Financial Corporation, et al., CV11-06239 (CD. Cal. 2000) and the following allegations 38 through 110 are taken from that complaint.

39. Owner has been informed that Countrywide loosened and abandoned its underwriting standards. Many of the same confidential witness accounts by former Countrywide employees are featured in the shareholders derivative complaint – In re Countrywide Fin. Corp. Deriv. Litig., Lead Case No. 07-CV-06293 (C.D. Cal. 2007). In denying Countrywide's motion to dismiss the derivative complaint, the court held that the "numerous confidential witnesses" – whose accounts are detailed herein – "support a strong inference of a Companywide culture that, at every level, emphasized increased loan origination volume in derogation of underwriting standards." In drawing this inference, the court noted that the allegations of misconduct came from Countrywide employees (i) located throughout the United States; (ii) in varying levels of the Countrywide hierarchy (including underwriters, senior underwriters, senior loan officers, vice presidents, auditors, and external consultants); and (iii) employed at varying times. In the court's words, these witnesses "tell what is essentially the same story – a rampant disregard for underwriting standards – from markedly different angles."

40. Owner has been informed that an underwriter for Countrywide in the Jacksonville, Florida processing center between June 2006 and April 2007, *as much as 80% of the loans originated at Countrywide involved significant variations from the underwriting standards* that necessitated a sign-off by management. Countrywide was very lax when it came to underwriting guidelines. Management pressured underwriters to approve loans and this came from "up top" because management was paid, based at least in part, on the volume of loans originated. They approve as many loans as possible and push loans through. Accordingly most loans declined by underwriters would "come back to life" when new information would "miraculously appear" – which indicated to CAT1 that Countrywide was not enforcing its underwriting standards.

41. Owner has been informed that a senior underwriter in Roseville, California from September, 2002 to September, 2006, Countrywide would regularly label loans as "prime" even if made to unqualified borrowers (including those who had recently gone through a bankruptcy and were still having credit problems). Accordingly Countrywide's lending practices got riskier in 2006 and the Company was more lax in enforcing its underwriting policies during that year.

42. Owner has been informed that a former senior underwriter at Countrywide in Independence, Ohio, between August 2006 and April 2007, the Company's "philosophy was that you didn't turn down loans." According to CW5, the Company "did whatever they had to do to close

loans" including making exceptions to underwriting guidelines – everyone was motivated to increase loan volume and "approve things that should not have been approved."

43. Owner has been informed that a former underwriter at Countrywide in Charlotte, North Carolina between 1997 and 2007, there was "a lot of pressure" on underwriters to approve a high volume of loans in order to keep their job. Accordingly underwriters were held to a quota of at least eight files a day – preferably ten – and supervisors preferred more. The Regional VP told underwriters that "as long as you get a CLUES Accept" they should approve the loan, and "if you don't do some bad loans, you're not doing your job." Accordingly there were incentives at Countrywide to approve as many loans as possible regardless of quality, the primary incentive being "keeping your job." Underwriter stated that s/he was ultimately let go for not approving enough loans.

44. Owner has been informed that a former underwriter at Countrywide's Full Spectrum Lending Division from October 2005 until 2007, the underwriting practices at Countrywide were "pretty much 'anything goes' and "there's nothing we wouldn't do." Underwriter worked as part of a team of eight or nine underwriters at a branch office in Chandler, Arizona. Accordingly, quality restrictions did not slow down this team. And while a quality review group was supposed to evaluate the loans, originators worked on a bonus system where negative quality ratings

meant a deduction of bonus points – and negative ratings were "few and far between."

45. Owner has been informed that it was "evident" that one of Countrywide's goals was to be able to fund any' loan. Accordingly, senior management didn't want to have to turn down any loan application because it wanted to grow market share and didn't want borrowers, mortgage brokers, or other mortgage companies that sought warehouse lines of credit from Countrywide to take their business to competitors. As a result, accordingly, loans that did not meet Countrywide's underwriting standards were approved and funded routinely. CW 10 added that senior management's philosophy was that if the risks associated with a particular loan were simply "priced right," Countrywide should be able to fund any loan.

46. A Illinois Attorney General Complaint also alleges that Countrywide employees did not properly ascertain whether a potential borrower could afford the offered loan, and many of Countrywide's stated income loans were based on inflated estimates of borrowers' income. For example, according to the Illinois Attorney General Complaint: (i) a Countrywide employee estimated that approximately 90% of all reduced documentation loans sold out of a Chicago office had inflated incomes; and (ii) one of Countrywide's mortgage brokers, One Source Mortgage Inc., routinely doubled the amount of the potential borrower's income on stated income mortgage applications.

47. According to an FDIC Report, Countrywide had about 5,000 internal referrals of potentially fraudulent activity in its mortgage business in 2005, 10,000 in 2006, and 20,000 in 2007, according to Francisco San Pedro, the former Senior Vice President of Special Investigations at the Company. But it filed only 855 Suspicious Activity Reports with the Financial Crimes Enforcement Network in 2005, 2,895 in 2006, and 2,261 in 2007.

48. Countrywide also failed to disclose that it used the appraisal process to inflate the purported value of properties because doing so would result in lower loan to value ("LTV") ratios. A lower LTV ratio would allow a loan to be approved when it otherwise would not be, and would appear less risky to investors. But loans based on inflated appraisals *are more likely to default* and less likely to produce sufficient assets to repay the second lien holder in foreclosure. Part of Countrywide's plan to increase market share and to make as many loans as possible also involved the practice of pressuring and intimidating appraisers – many of whom were affiliated with Countrywide – thus had a conflict of interest into using appraisal techniques that met Countrywide's business objectives even if the use of such appraisal techniques was improper and in violation of industry standards and routinely circumvented. Countrywide knew the appraisals were inaccurate because Countrywide itself required the use of specific appraisers, pressured appraisers to falsely inflate the appraised values, and blacklisted appraisers who did not comply.

49. Because of the importance of appraisals in the home lending market, state and federal statutes and regulations require that appraisals be accurate and independent. The Uniform Standards of Professional Appraisal Practice ("USPAP"), incorporated into federal law, 12 C.F.R. § 34.44, requires appraisers to conduct their appraisals independently: "An appraiser must perform assignments with impartiality, objectivity, and independence, and without accommodation of personal interests. In appraisal practice, an appraiser must not perform as an advocate for any party or issue." USPAP Ethics Rule (Conduct).

50. A civil complaint filed by a real estate appraisal company, Capitol West Appraisals, LLC ("Capitol West"), provides compelling evidence that Countrywide encouraged and engaged in a practice of pressuring real estate appraisers to artificially increase appraisal values for properties underlying mortgages Countrywide originated and/or underwrote. According to that complaint, Countrywide loan officers sought to pressure Capitol West to increase appraisal values for three separate loan transactions. When Capitol West refused to vary the appraisal values from what it independently determined was appropriate, Countrywide placed Capitol West on its "Field Review List," or an Exclusionary List. The Field Review List or Exclusionary List was a Countrywide database containing the names of appraisers whose reports Countrywide would not accept unless the mortgage broker also submitted a report from a second appraiser. According to the complaint, the practical effect

of being placed on the Field Review List was to be "blacklisted" – no mortgage broker would hire an appraiser appearing on the Field Review List to review a property sale in which Countrywide would he the lender because the broker simply would not pay to have two appraisals done. Instead, the broker would simply retain another appraiser who was not on the Field Review List. While an honest lender might have a legitimate purpose to maintain a list of appraisers it was unwilling to use, Capitol West claimed that Countrywide was falsely and fraudulently using their Exclusionary List to punish and retaliate against appraisers who even attempted to maintain the designed integrity and independence of the appraisal process.

51. According to Capitol West, Countrywide created certain procedures to further enforce its blacklisting of uncooperative appraisers. For example, if a mortgage broker were to hire an appraiser that happened to be on the Field Review List, Countrywide used its wholly owned subsidiary, LandSafe, Inc. ("LandSafe"), to perform an appraisal and cut off the offending appraiser. LandSafe performed a "field review" of the appraisal performed by the blacklisted appraiser, which was specifically intended to "shoot holes" in the appraisal. LandSafe's appraisal would then he used to complete the loan.

52. Allegations in the whistleblower complaint filed in the Southern District of Texas, Zachary v. Countrywide Fin. Corp., et al., No. 4:08CV-01464, by Mark Zachary ("Zachary") (a former Regional Vice President of Countrywide's joint

venture with KB Homes), against Countrywide, confirm that the Company blatantly ignored its underwriting policies and procedures by knowingly relying on overstated, low-quality appraisals that failed to conform to industry standards. In September 2006, Zachary informed Countrywide about the questionable use of only one appraiser to perform all of the appraisals on KB Home properties being purchased with Countrywide's loans. According to Zachary, Countrywide executives knew that appraisers were being strongly encouraged to inflate appraisal values by as much as 6% to allow homeowners to "roll up" all closing costs. According to Zachary, *this practice resulted in borrowers being "duped" as to the values of their homes.* "This also made loans *more risky* because when values were falsely increased, LTV ratios calculated with these phony numbers were necessarily incorrect. Zachary also stated that Countrywide loan officers were permitted to discard appraisals that did not support loans in favor of appraisals by replacement appraisers that supported a qualifying LTV ratio.

53. Zachary also advised Countrywide executives that this appraisal practice *misled investors* who later purchased these loans through securitizations because these investors were not made aware that the actual home values were less than the inflated appraised values. According to Zachary, *the inflated appraised values put buyers "upside down" on their homes immediately after purchasing them*; that is, the borrowers immediately owed more than their homes were worth. Thus, the borrowers were set

up to be more susceptible to defaulting on their loans. This practice also put Countrywide at risk because they deliberately were unaware of the true value of the assets on which the Company was loaning money. Zachary brought his concerns first to the executives of the Countrywide/KB Homes joint venture, but when he was "brushed aside" by them, he turned to Countrywide executives in Houston, the Company's Employee Relations Department and finally the Company's Senior Risk Management Executives. In January 2007, an audit was conducted and brought to the attention of these Countrywide executives which corroborated his concerns.

54. Countrywide and its appraisal subsidiary, LandSafe, have also been sued by Fannie Mae and Freddie Mac investors for damages arising from inflated appraisals for property underlying mortgage packages sold to both Fannie Mae and Freddie Mac.

55. Countrywide's strategy shift from traditional lending to a "pump and dump" operation with all risk assumed by others, was further fueled by a compensation structure, devised and approved by management, that was closely linked to loan volume and not tied to the quality of loans originated. This structure facilitated a widespread and pervasive abandonment of sound risk management at the Company, an increase in the volume of exception loans that were processed, and an extraordinary amount of falsified data entered into Countrywide's computer systems. According to a former sales

representative quoted on August 26, 2007, in a New York Times expose, "the whole commission structure in both prime and subprime was designed to reward salespeople for pushing whatever programs Countrywide made the most money on in the secondary market."

56. Terry Gamer, a former Countrywide loan officer in Twin Falls, Idaho, commented to The Wall Street Journal that pressure from superiors to boost loan volumes created "unbelievable, stress levels at Countrywide."

57. Simply put, Countrywide's whole business was designed with the goal of originating loans and selling them to the secondary markets as quickly as possible, regardless of the quality of the loans, the suitability of the products for the borrower, or the number and magnitude of exceptions to Countrywide's supposedly sound underwriting standards. Having shifted the risk to the holders of the MBS securities and unsuspecting homeowners, any the Company (or its employees) may have had to ensure that borrowers could repay the loans was outweighed by greed: the incentive to originate, bundle and sell as many loans as possible; accordingly, almost anyone could get a loan from Countrywide, even if he or she had very little ability to pay it back. In fact this paradigm shift from traditional lending to giving anyone who breathes a mortgage, was so pervasive that columnist Dave Barry jokingly stated that he was afraid of letting the dog outside for fear the dog would come back with a mortgage.

58. On December 13, 2007, a New York Times article reported that "the Illinois attorney general is investigating the home loan unit of Countrywide Financial as part of the state's expanding inquiry into dubious lending practices that have trapped borrowers in high-cost mortgages they can no longer afford." The New York Times further noted that "Lisa Madigan, the Illinois attorney general, has subpoenaed documents from Countrywide relating to its loan origination practices."

AS COUNTRYWIDE'S SUCCESSOR BANK, BANK OF AMERICA, BY ITS AFFILIATE, BAC IS LIABLE FOR COUNTRYWIDE'S ACTIONS

59. On January 11, 2008, Bank of America announced that it would purchase Countrywide for $4.1 billion in an all-stock transaction. On July 1, 2008, Bank of America completed its merger with Countrywide.

60. On October 6, 2008, Bank of America filed a Form 8-K with the Securities Exchange Commission ("SEC") announcing, among other things, that Countrywide would transfer all, or substantially all, of its assets to unnamed subsidiaries of Bank of America. Bank of America offered virtually no details about the contemplated asset sale. On information and belief, the intended effect of this transaction was to integrate those assets further into the operations of Bank of America while leaving the liabilities with Countrywide.

61. Countrywide transferred substantially all of its assets to Bank of America on November 7, 2008. On or about that time, Countrywide ceased filing its own financial statements, and its assets and liabilities have since been included in Bank of America's financial statements. As Bank of America reported to the SEC, this transfer of assets occurred "in connection with the integration of Countrywide Financial Corporation with [Bank of America's] other businesses and operations." Virtually no details of this transaction were disclosed. On information and belief, largely as a result of this transfer of assets, Countrywide and a merger subsidiary (created to effectuate the merger) are now moribund organizations, with few, if any, assets or operations. As admitted in the Notice of Interested Parties Pursuant to L.R. 7.1-1 filed on May 20, 2011, in Children's Hospital & Medical Center Found. of Omaha v. Countrywide Fin. Corp., 11-CV-02056-MRP-MAN (C.D.Cal.), Bank of America is the "ultimate parent" to Countrywide.

62. On April 27, 2009, Bank of America announced in a press release, that "[t]he Countrywide brand has been retired" and that it had rebranded Countrywide Home Loans as "Bank of America Home Loans." The press release announced that Bank of America Home Loans "represents the combined operations of Bank of America's mortgage and home equity business and Countrywide Home Loans."

63. The April 27, 2009, press release made clear that Bank of America planned to complete its

integration of Countrywide into Bank of America in 2009. While the integration was being completed, Countrywide customers had access to Bank of America's 6,100 banking centers. The press release explained that Bank of America was in the process of rebranding former Countrywide "locations, account statements, marketing materials and advertising" as Bank of America Home Loans, and stated that "the full systems conversion" to Bank of America Home Loans would occur later in 2009.

64. As of September 21, 2009, former Countrywide bank deposit accounts were reportedly converted to Bank of America accounts. On November 9, 2009, online account services for Countrywide mortgages were reportedly transferred to Bank of America's Online Banking website. On information and belief, Bank of America's rebranded consumer real estate business now operates out of over 1,000 former Countrywide offices nationwide. Many former Countrywide locations, employees, assets, and business operations now continue under the Bank of America Home Loans brand, Countrywide has disclosed that its employees' 401(k) plans were rolled into Bank of America's 401(k) plan, effective April 6, 2009. Countrywide's former website now redirects to the Bank of America website. Bank of America Home Loans is thus a direct continuation of Countrywide's operations and is operating Countrywide's mortgage origination business as its own.

65. Bank of America's Form 10-Q filed with the SEC for the period ending September 3, 2009

stated that, "[title acquisition of Countrywide significantly expanded the Corporation's mortgage originating and servicing capabilities, making it a leading mortgage originator and servicer." The Form 10-Q acknowledged pending litigation against Countrywide and stated that "Countrywide's results of operations were included in the Corporation's results beginning July 1, 2008."

66. The Bank of America website announced that the companies merged. Bank of America noted on its website that it was "combining the valuable resources and extensive product lines of both companies." Under the "Merger History" tab of Bank of America's website, Countrywide is included among the list of companies Bank of America has acquired. Under the "Time Line" tab, the website states that Bank of America "became the largest consumer mortgage lender in the country" following its acquisition of Countrywide in 2008. Lastly, under the "Our Heritage" tab, the website states that the acquisition of Countrywide "resulted in the launch of Bank of America Home Loans in 2009, making the bank the nation's leading mortgage originator and servicer." The Countrywide logo appears on the page.

67. In many other public statements, Bank of America has described its acquisition of Countrywide and its subsidiaries as a merger and made clear its intent to fully integrate Countrywide and its subsidiaries into Bank of America.

68. For example, in a July, 2008 Bank of America press release, Barbara Desoer ("Desoer"), identified as the head of the "combined mortgage, home equity and insurance businesses" of Bank of America and Countrywide, said: "Now we begin to combine the two companies and prepare to introduce our new name and way of operating." The press release stated that the bank "anticipates substantial cost savings from combining the two companies. Cost reductions will come from a range of sources, including the elimination of positions announced last week, and the reduction of overlapping technology, vendor and marketing expenses. In addition, Countrywide is expected to benefit by leveraging its broad product set to deepen relationships with existing Countrywide customers."

69. In October, 2008, Desoer commented that the integration was proceeding on schedule, noting, "The company has named a mix of Bank of America and former Countrywide executives to leadership roles and will be tapping more managers through the end of the year."

70. Desoer was interviewed for the May 2009 issue of Housing Wire magazine, which reported that: "While the move to shutter the Countrywide name is essentially complete, the operational effort to integrate across two completely distinct lending and service systems is just getting under way. One of the assets Bank of America acquired with Countrywide, was a vast technology platform for originating and servicing loans and Desoer says that the bank will he migrating some aspects of Bank of America's

mortgage operations over to Countrywide's platforms."

71. Desoer was also quoted as saying: "We're done with defining the target and we're in the middle of doing the development work to prepare us to be able to do the conversion of the part of the portfolio going to the legacy Countrywide platforms." Desoer explained that the conversion would happen in the "late fall" of 2009 and that the integration of the Countrywide and Bank of America platforms was a critical goal.

72. After the integration had further progressed, Desoer stated in the October 2009 issue of *Mortgage Banking* that "the first year is a good story in terms of the two companies [coming] together and meeting all the major goals and milestones that we had set for ourselves for how we would work to integrate the companies." For Desoer, it was "the highlight of the year when we retired the Countrywide brand and launched the Bank of America Home Loans brand." In the same issue, Mary Kanaga, a Countrywide transition executive who helped oversee integration, likened the process of integration to the completion of a mosaic: "Everything [*i.e.*, each business element] counts. Everything has to get there, whether it's the biggest project or the smallest project. It's very much putting a puzzle together. If there is a missing piece, we have a broken chain and we can't complete the mosaic."

73. Likewise, in its 2008 Annual Report, Bank of America confirmed that "loin July 1, 2008, we acquired Countrywide," and stated that the

merger "significantly improved our mortgage originating and servicing capabilities making us a leading mortgage originator and servicer." In the Q&A section of the same report, the question was posed: "How do the recent acquisitions of Countrywide and Merrill Lynch fit into your strategy? Bank of America responded that by acquiring Countrywide it became the "No. 1 provider of both mortgage originations and servicing" and "as a *combined* company," it would be recognized as a "responsible lender who is committed to helping our customers become successful homeowners." Similarly, in a July 1, 2008 Countrywide press release, Angelo Mozilo, the former president of Countrywide, stated that "the *combination* of Countrywide and Bank of America will create one or the most powerful mortgage franchises in the world."

74. In purchasing Countrywide and its subsidiaries for only 27% of its book value at the time, Bank of America was fully aware of the pending claims and potential claims against Countrywide and factored them into the transaction. Bank of America has since confirmed in numerous statements and actions that it has expressly or impliedly assumed Countrywide's contractual and tort liabilities, including claims and potential claims against Countrywide and its former officers and directors.

75. Bank of America's purchase of Countrywide for just 27% of its book value further suggests that the acquisition was structured to strip the corporate shells left behind of their respective recoverable assets.

76. For example, in an interview published on February 22, 2008, in the legal publication, *Corporate Counsel*, a Bank of America spokesperson admitted that Bank of America had assumed Countrywide's liabilities: "Handling all this litigation won't be cheap even for Bank of America, the soon-to-be largest mortgage lender in the country. Nevertheless, the banking giant says that Countrywide's legal expenses were not overlooked during negotiations. *"We bought the company and all of its assets and liabilities, "spokesman Scott Silvestri says, "We are aware of the claims and potential claims against the company and have factored these into the purchase."*

77. Further, on October 6, 2008 during an earnings call, Joe Price, Bank of America's CFO, stated that "As we transfer those operations (*i.e.*, Countrywide and its subsidiaries] our company intends to assume the outstanding Countrywide debt totaling approximately $21 billion." Asked about the "formal guaranteeing" of Countrywide's debt, Kenneth D. Lewis ("Lewis"), Bank of America's former Chairman and CEO, responded that: "The normal process we followed is what are the operational movements we'll make to *combine the operations*. When we do that we've said the debt would fall in line and quite frankly that's kind of what we've said the whole time. [T]hat's been very consistent with deals we've done in the past from this standpoint."

78. Similarly, Lewis was quoted in a January 23, 2009 New York Times article reporting on

the acquisition of Countrywide and its subsidiaries, in which he acknowledged that Bank of America knew of the legal liabilities of Countrywide and its subsidiaries and impliedly accepted them as part of the cost of the acquisition: "We did extensive due diligence. We had 60 people inside the company for almost a month. It was the most extensive due diligence we have ever done. So we feel comfortable with the valuation. We looked at every aspect of the deal *from their assets to potential lawsuits* and we think we have a price that is a good price."

79. Bank of America made additional statements showing that it has assumed the liabilities of Countrywide. In a press release announcing the merger, Lewis stated that he was aware of the "issues within the housing and mortgage industries" and said that "the transaction [with Countrywide] reflects those challenges." Despite these challenges, Lewis stated in October 2009 that "the Merrill Lynch and Countrywide integrations are on track and returning value already."

80. Likewise, in Bank of America's Form I 0-K filed with the SEC for 2009, Bank of America acknowledged that "[W]e face increased litigation risk and regulatory scrutiny as a result of the Merrill Lynch and Countrywide acquisitions."

81. Brian Moynihan ("Moynihan"), Bank of America's CEO and President, testified before the FDIC on January 13, 2010, that "our primary window into the mortgage crisis came

through the acquisition of Countrywide. The Countrywide acquisition has positioned the bank in the mortgage business on a scale it had not previously achieved. There have been losses and lawsuits from the legacy of Countrywide operations, but we are looking forward."

82. Addressing investor demands for refunds on faulty loans sold by Countrywide, Moynihan stated "There's a lot of people out there with a lot of thoughts about how we should solve this, but at the end of the day, *we'll pay for the things that Countrywide did*." And, in a New York Times article published in December 2010, Moynihan, speaking about Countrywide, stated that "[*o*]*ur company bought it and we'll stand up: we'll clean it up*."

83. Similarly, Jerry Dubrowski, a spokesman for Bank of America, was quoted in an article published by Bloomberg in December, 2010 that the bank will act responsibly" and repurchase loans in cases where there were valid defects with the loans. Through the third quarter of 2010, Bank of America has faced $26.7 billion in repurchase requests and has resolved, declined or rescinded $18 billion of those claims. It has established a reserve fund against the remaining $8.7 billion in repurchase requests, which at the end of the third quarter stood at $4.4 billion.

84. During an earnings call for the second quarter of 2010, Charles Noski ("Noski"), Bank of America's Chief Financial Officer, stated that "we increased our reps and warranties expense by $722 million to $1.2 billion as a result of our

continued evaluation of exposure to repurchases including our exposure to repurchase demands from certain monoline insurers." And during the earnings call for the third quarter of 2010, Noski stated that "[t]hrough September, we've received $4.8 billion of reps and warranties claims related to the monoline-insured deals, of which $4.2 billion remains outstanding, and approximately $550 million were repurchased."

85. Consistent with its assumption of Countrywide's liabilities, Bank of America has reached various settlement agreements in which it has directly taken responsibility for Countrywide's liabilities and paid to restructure certain of Countrywide's home loans. On October 6, 2008, Bank of America settled lawsuits brought against Countrywide by state Attorneys General by agreeing to loan modifications for 390,000 borrowers, an agreement valued up to $8.68 billion (including up to $3.5 billion to California borrowers). Bank of America also agreed to pay $150 million to help Countrywide customers who were already in or were at serious risk of foreclosure, and an additional $70 million to help Countrywide customers who had already lost their homes to make the transition to other living arrangements. The loans were made before Bank of America acquired Countrywide. In 2008, Bank of America restructured 300,000 home loans of which 87% had been originated or serviced by Countrywide. In announcing that its loan modification program, known as the National Homeowners Retention Program ("NHRP"), will now have a "principal forgiveness" component, Bank of America noted that it "developed

and launched the NHRP to provide assistance to Countrywide borrowers."

86. On January 3, 2011, Bank of America paid $2.8 billion to Freddie Mac and Fannie Mac to settle claims of misrepresentations on billions of dollars in loans that went sour after Fannie Mae and Freddie Mac bought them from Countrywide. In exchange for the payments, Freddie Mac and Fannie Mae agreed to drop their demands that Bank of America buy back the Countrywide mortgages. The payment of $1.28 billion to Freddie Mac settled 787,000 loan claims (current and future) sold by Countrywide through 2008. The payment of $1.34 billion (after applying credits to an agreed upon settlement amount of $1.52 billion) to Fannie Mae settled repurchase claims on 12,045 Countrywide loans (with approximately $2.7 billion of unpaid principal balance) and other specific claims on 5,760 Countrywide loans (nearly $1.3 billion of unpaid principal balance).

87. On June 29, 2011, Bank of America announced that it had reached an $8.5 billion agreement to resolve nearly all of the legacy Countrywide-issued firstlien RMBS repurchase exposure. The settlement covers about $424 billion of the mortgage bonds created by Countrywide between 2004 and 2008. Bank of America stated that with this agreement and other mortgage-related actions in the second quarter of 2011, the company believed it had recorded reserves in its financial statements for a substantial portion of its exposure to representation and warranties claims on loans issued by

Countrywide. The amount of the provision totaled $14 billion. The settlement was the third in six months for Bank of America following the Fannie Mae and Freddie Mac settlement, and a similar deal with insurer Assured Guaranty. "This is another important step we are taking in the interest of our shareholders to minimize the impact of future economic uncertainty and put legacy issues behind us," said Bank of America CEO Moynihan. "We will continue to act aggressively, and in the best interest of our shareholders, to clean up the mortgage issues largely stemming from our purchase of Countrywide."

88. Bank of America has also taken responsibility for liabilities arising out of litigation against Countrywide's former officers and directors. In October 2010, The New York Times reported that Bank of America is "on the hook" for $20 million of the disgorgement that Countrywide's Mozilo agreed to pay in his settlement agreement with the SEC. The agreement and plan of merger between Bank of America and Countrywide provided that all indemnification provisions "shall survive the merger and shall continue in full force and effect for a period of six years." According to the article, "Because Countrywide would have had to pay' Mr. Mozilo's disgorgement, Bank of America took on the same obligation even though it had nothing to do with the company's operations at the time."

89. Bank of America has generated significant earnings from the absorption of Countrywide's mortgage business.

90. Bank of America's 2009 annual report stated that "[r]evenue, net of interest expense on a fully taxable-equivalent (FTE) basis, rose to $120.9 billion, representing a 63% increase from $74.0 billion in 2008, reflecting in part the addition of Merrill Lynch and the full-year impact of Countrywide." Bank of America also reported that "[m]ortgage banking income increased $4.7 billion driven by higher production and servicing income primarily due to increased volume as a result of the full-year impact of Countrywide." Insurance income also increased $927 million "due to the full-year impact of Countrywide's property and casualty businesses."

91. Based on the above, Bank of America has "*de facto*" merged with Countrywide, consolidating and merging with the Countrywide and acquiring substantially all of the assets of all the Countrywide entities. Indeed, based on the same facts, the Supreme Court of the State of New York in *MBIA Ins. Corp. v. Countrywide Home Loans*, Index No. 602825/2008, held that MBIA sufficiently alleged a *de Acta* merger "*in* which Bank of America intended to absorb and continue the operation of Countrywide." Order on Motion to Dismiss at 15 (Apr.29, 2010).

92. Bank of America is thus Countrywide's successor in liability, and is thus liable for any and all damages resulting to Owners from the wrongful actions of Countrywide.

93. Moreover, BAC is liable for any and all damages resulting from the wrongful actions of Countrywide as alleged herein, because it is the

successor in-interest to Countrywide Loan Servicing and is vicariously liable for the conduct of Countrywide as a result of a de facto merger of the two entities.

94. The Bank of America acquisition was a de facto merger because Bank of America intended to take over, and effectively took over, Countrywide and its subsidiaries in their entirety and, thus, should carry the liabilities of Countrywide as concomitant to the benefits it derived from the purchase.

95. The acquisition resulted in continuity of ownership – a hallmark of a de facto merger – because the shareholders of Countrywide became shareholders of Bank of America as a result of Bank of America's acquisition of Countrywide on July 1, 2008 through an all-stock transaction involving a wholly-owned Bank of America subsidiary that was created for the sole purpose of facilitating the acquisition of Countrywide. Bank of America has described the transaction as a merger and has actively incorporated Countrywide's mortgage business into Bank of America.

96. Bank of America assumed the liabilities ordinarily necessary for the uninterrupted continuation of the business of Countrywide – another hallmark of a de facto merger. Among other things, the Countrywide brand has been retired and the old Countrywide website redirects customers to the mortgage and home loan sections of Bank of America's website. On April 27, 2009, Bank of America announced that "[t]he

Countrywide brand has been retired." Instead, Bank of America operated its home loan and mortgage business through a new division named Bank of America Home Loans, which "represents the combined operations of Bank of America's mortgage and home equity business and Countrywide Home Loans." The integration of Countrywide into Bank of America is complete.

97. The ordinary business of Countrywide ceased and the Company dissolved soon after the acquisition – another hallmark of a de facto merger. On November 7, 2008, Bank of America acquired substantially all of the assets of Countrywide. And, at that time, Countrywide ceased submitting filings to the SEC; Countrywide's assets and liabilities are now included in Bank of America's filings.

98. Bank of America has also taken responsibility for the premerger liabilities of Countrywide, including restructuring hundreds of thousands of loans created and serviced by Countrywide. A spokesperson for Bank of America admitted: "We bought the company and all of its assets and liabilities."

99. Because Bank of America has merged with Countrywide and acquired substantially all of the assets of Countrywide, BAC, formerly known as Countrywide Servicing, and is vicariously liable for the wrongful conduct, as alleged herein, of Countrywide.

OWNER COUNTRYWIDE HOME LOAN

100. Plaintiff, Eric Ferrier contacted Countrywide Home Loans to finance the purchase of a Condominium conversion unit 2 bedrooms and 1 bathroom located 530 NE 15th, court at unit 4 Fort Lauderdale, FL 33305 in December 2006.

101. Plaintiff Eric FERRIER spoke with CHL employee who offered a specific loan product to Owners contingent upon Owners credit rating and appraisal value of the Property. Owners filed the loan application with Countrywide Home Loan.

102. CHL employee, conducted a telephone interview with Plaintiff, Eric FERRIER for a loan application where Eric FERRIER provided true and accurate information regarding his financial status at that time was self employed supported by documentation. Upon information and belief, Countrywide Home Loans through its employee, and others who prepared and reviewed the Loan Documents, intentionally inflated Owners income so as to quality Owners for the Loan. Based upon this, a good faith estimate was prepared by underwriter of Countrywide Servicing and loan application documents which included the false statement of Eric FERRIER's income were prepared by the underwriter of Countrywide Home Loans. Discovery will show whether the SETTLEMTENT AGENT also participated in the preparation of false documents in connection with the Loan.

103. Countrywide Home Loans, through its employees and agents, altered Owner's income so

this Loan would fit the necessary criteria to obtain the Loan and to sell the Loan in the secondary market.

104. The Loan was represented to be a fully-documented "verified income" adjustable rate note with mortgage at 10.750% variable interest for 30 years. According to the Form 1003, Uniform Residential Loan Application, Owners' Loan was an "Income Verification Loan" to be fully documented. As part of the full loan documentation, the Loan Documents included an IRS 4506-T request for a transcript of tax return to verify Owner's income and to underwrite the loan.

105. In 2006, the loan application documents, as prepared by Countrywide Home Loans, were signed by Owners and returned to Countrywide Home Loans. Owners did not notice the misstatement of Owners income on the loan application. As Owners understood this to be a fully-documented loan, Owners had no knowledge that Countrywide Home Loans had falsified Owner's income in order for the loan to be approved.

106. The Appraiser had knowledge that the sale asking price on the Property had been reduced by Owner to $220,000 in 2006.

107. The subject property has 2 bedrooms, 1 bathroom and a 1 car space, but the Appraiser used "comparable" sales which had 2 vehicle spaces and private backyard and entrance which were not comparable, thereby driving up the Property's perceived value. Also the Appraiser compared the unit to other properly managed and

maintained condominium complex. Additionally "appraiser" used properties outside of the area to be used as comparable sales which again, were not comparable thereby validating a value which Countrywide needed to create a Loan to Value ratio which would meet the criteria of the CWALT, Inc. MBS Trust which Owners' loan was sold to.

108. The Countrywide entities all acted together with regard to the Loan to the Owners, as the Loan was processed through Countrywide Home Loans, the Note was in the name of Countrywide, the alleged Lender in the name of Countrywide Bank FSB and the Mortgage was in the name of Countrywide Home Loans now known as BAC.

109. The Mortgage was recorded with the Florida Broward County Recorder of Deeds on 12/12/2006 as Document Number #CFM 1066663409. The Mortgage identified MFRS as nominee and mortgagee for alleged "lender" Countrywide Bank.

110. 109. On April 27, 2009, Countrywide Servicing became BAC.

THE ALLEGED ASSIGNMENT

111. BNY BAC's Agent is a trustee for investors that own The Structured Asset Securities Corporation Mortgage Pass-Through Certificate. This certificate is an investment instrument created by pooling thousands of notes and mortgages together. In order to create this certificate, the note is sold from the originator to a sponsor;

it is then sold to a depositor who creates the note-pooled certificate. The certificate is then sold to a trustee that governs the pool. The note passes through 3 or 4 owners before the trustee of the pool gains possession.

112. In a rush to create these note-securitized MBA's, "Mortgage Backed Assets", laws requiring signatures, notaries, recording and time in order to prove legal transfers have been ignored. in order to GIVE THE ILLUSION OF LEGALLITY, foreclosure mills have to resort to fraudulent lost note claims, fraudulent affidavits, in-house backdated assignments, and forgery.

113. On August 26th, 2011, MERS, as nominee for alleged "Lender" Countrywide Batik, "sold, assigned and transferred" to BNY aka Countrywide Servicing "all rights, title and interest in, and to a certain mortgage executed by Owners *together with said note therein described* . . . However, the *note* when signed in December 2006, never mentioned MFRS, therefore MERS cannot simply decide to now include it with the mortgage. On 9/20/2011, the Assignment document (Exhibit A) was recorded with Broward County, Florida Recorder of Deeds as Book / Page 48191 / 1547

114. At the top of the alleged Assignment it states: "Requested by BANK OF AMERICA Prepared by Sandy Alexander and mailed to: Core Logic 450 E Boundary St. Chapin SC 29036.

115. Said assignment Document was executed by Thomarat Lertkulpryad, alleged Vice President of MERS, and attested to by Jennifer Baker,

alleged Assistant Vice President of MERS. The document was notarized by Lindsay Thunel in the State of Arizona the same day which suffice to request an explanation to say the least.

116. Countrywide ceased to operate in April 27, 2009 and therefore could not "sold, assigned and transferred" to BNY the mortgage in 2011. The assignment was not recorded but for 29 months after the dissolution of Countrywide and made to BNY servicing BAC, two distinct identity.

117. Owner believes and thereon alleges that the Assignment to BNY presented by BAC *fka* CHLS, of Owners Mortgage was not made by the real party in interest, but rather by employees of BAC.

118. Owner believes and thereon alleges that Thomarat Lertkulpryad was neither a Vice President for MERS nor was Jennifer Baker an Assistant Vice President for MERS, but instead both were employed by BAC as "robo-signers" having no personal knowledge of Owners loan, nor power of attorney, to execute said document.

119. In the Superior Court of New Jersey, *Bank of New York v. Victor and Enoabasi Ukpe*, Case #10-43081, a deposition by MERS Secretary Hultman revealed that MERS has *no* employees, and that the signers on the assignments are certifying officers whose only link to MERS is a corporate resolution signed by MERS Secretary Hultman. Accordingly, the certifying officers are employees of MERS Member Financial Institutions and attorneys at firms doing foreclosures for MERS banks, as well as non-member employees. Upon information and belief, Thomarat

Lertkulpryad's appointment as an officer of MERS was not authorized by' the MERS' bylaws which state that only the board of directors can appoint a certifying officer and that MERS Secretary Hultman did not have the authority to appoint the officers certifying to the Assignment of Owners Mortgage.

STATEMENT OF FACTS REGARDING OWNER AND OWNERS' LOAN AND HOME ASSOCIATION DUES

120. In December 2006, Owners entered into an agreement to purchase the Property in a 8 units Condominium conversion recently build and appraised by LAND SAFE APPRAISAL INC at 237,705. Within less than a few months similar units in the complex where sold for less than $220,000. (Exhibit B). The appraisal was requested to BROKER Prudential, BANK Lender and closing agent who disclosed the property to be sold with two parking spaces, a private backyard and warranty on the roof.

121. Building sufficient insurance coverage, loans term and maintenance of the common elements terms, construction defects, late fees and interest on association dues, terms of the Condominium rider were fraudulently disclosed,.

122. Within a few months the owner requested by and through legal counsel the home owner's association insurance and to have what appears to be small leaks coming from walls to be repaired. Allied Insurance Services 8400 n University Dr, #303 Tamarac FL 33321 the NOVA

CASUALITY Insurance broker remained evasive to the insurance terms and requests having been ignored. The board/developer of the Association promptly resigned and became unavailable. (Exhibit C)

123. The Association was still under developer control, and identical request were made to the developer who remained identically evasive. The developer was at the time attempting to collect association fees. All requests for association records and federal tax filing records have been ignored to date. (Exhibit D)

124. The property value was inflated failing short of proper condition disclosure to undemriter loan officer. Commissions and settlement fees have been paid to the settlement agent Moraitis, Cofar, Karney & Moraitis located at 915 Middle River Drive, Suite 506, Fort Lauderdale, Fl. ADEQUATE DISCLOSURE has not been made at UNDERWRITTING.

125. When the economic crisis was announced in 2009, Owner Eric FERRIER became unemployed and his contracting activities slow down to a halt.

126. Real estate prices began to plummet financially devastating Owner in the form of negative equity and inability to refinance at lower rate. The Association applied assessment fees to the units owners to make up for the deficit left by the Developer board, Todd Stolfa.

127. By letter, Owner received notice of acceleration of the Mortgage from Countrywide.

128. Owner authorized DANIEL H. FOX. Esq. 2750 NE 185th St. Suite 302 Aventura Florida 33180 to examine his loan and closing documents and sought a modification of the loan after seeing a BAC ad in the local news paper. The owner paid the sum of $2,000 to the firm to assist in the process. The same firm filed bankruptcy and the owner application remained pending while notice of acceleration of the Mortgage were still been send by Bank of America. (Exhibit E). At any point the owner had a chance to have the terms of the hustle high interest rate loan reviewed by a legal counsel as he was entitled by Laws.

129. Owners called BAC Hope line regarding modification, but BAC claimed that it "lost" the paperwork and asked them to refax it again which he did 2 more times. Upon information and belief, BAC had no intention of modifying the Loan as it was at the time profitable for BAC to collect on government insurance predominantly through the Federal Reserve, Fannie Mac or Freddie Mac along with TARP funds. As revealed in the House of Representatives Judiciary Committee hearing on December 21, 2010 (http://judiciary.house.gov/hearings/printers/111th/111-158_62935.PDF); Detroit attorney, Vanessa Fluker, also found a high rate of modification paperwork being "misplaced" – up to 10 times in some cases – for clients she was trying to help modify their loans. She discovered that any loan insured by Fannie Mae or Freddie Mac paid the bank the ENTIRE mortgaged amount whereas a loan modification did not. The banks were profit-driven, and as BAC in the instant case,

seeks even further recovery from owners in spite it may have already recovered which explains the delay in the assignment that was signed in 2011, one month after the merger and dissolution of BAC Home Loans Servicing that was collected money from Fannie Mae or Freddie Mac. Plaintiff is been requested certified copy of the notes and an explanation for the missing note under the belief he was entitled to that document.

130. In June 2010 the owner was finally notified that the loan modification was conditionally approved and payment reduced but that there was no guarantee of reduction of principal in spite of on time payments. As a matter of fact BAC claimed that a payment was already been reported late in spite of the QUICKCOLLECT showing timely payment. The probation payments period had been extended beyond usual terms provided to other owners request similar loan modification.

131. During the same period, the owner learn from the firm BRAD KELSKEY PA authorized to represent the owner in the HOA dispute that he will no longer handle that case and receive approximately a $460 refund on the $2,500 retainer that the Owner advanced to have the firm represent him in the disputes over the parking spaces, access to the property and water damages.

132. Sub sequentially owner contacted HOA Management Company to request inspection of

documents, insurance policy, and to have the unit inspect by Mold Experts. (Exhibit F)

133. Eric Ferrier explained to the HOA Management that his payments had been returned since the developer passed over control and that he has been making payment to the Mortgage escrow account and will continue to do so until the water damages were repaired.(Exhibit G)

134. Eric Ferrier filed a insurance claim to the HOA insurance NOVA CASUALTY who send an adjuster to complete an inspection along with the Code Enforcement of the City of Fort Lauderdale (Exhibit H)

135. Eric Ferrier was served a foreclosure action by the HOA that failed to serve due process on BAC. Eric Ferrier had to retain a new Law Firm and maintained his allegation of fraud at Mediation

136. In April 2011 a mediation agreement was reached between the HOA and the owner to bring back dues deficiency in exchange of complete repairs and have the MOLD removed from the unit. (Exhibit I)

137. HOA conducted inspection in the Owner absence by making a force entry in May 2011 having been informed that the total cost to repair the unit 4 will exceed the $10,000 agreed; the association bank account at the BAC was closed to prevent the Plaintiff to transfer escrow balance; certified mail including three month payments check was returned demand made by Mold Contractor to authorize the repairs

ignored. The Association proceeds, frauding upon the Court to enforce on side of mediation agreement alleging failure short of payment scheduled. The court ruling was appealed prior to be counter claim in Florida State Court in the form of a Denovo Counter Claim by amendment with leave of the Court. The Plaintiff attempted to removed it to make the herein Federal Allegations of Discrimination.

138. Eric Ferrier authorized the Law firm of Evan Rosen PA to handle the communication with BAC during that time. The firm was officially released by BAC on June 11th, 2015 from representation, BAC having purchased the unit via BNY for the shocking amount of One Dollar ($1) by filing a new foreclosure action in a separate sue failing short of proper serving on Evan Rosen PA or on ERIC FERRIER. (Exhibit J)

139. Eric Ferrier made multiples requests under the Real Estate Settlement and Procedure Act Section 2605 to have a clear status on the Loan, dues and fees applied on this account including his IRS tax liability, past due balance, certified assigned mortgage note, and other pertinent information related to the loan. (Exhibit K). The Plaintiff is STILL UNABLE to file a PROPER FEDERAL TAX RETURN with the information provided; Plaintiff alleges that TIMELINES may be waved since FACTS have been affirmatively concealed.

140. Eric Ferrier had and still has medical expenses as the result of the extended period of

exposure to toxic mold found in the unit (Exhibit N)

141. Eric Ferrier primary cause of financial hardship appeared to be conspiracy and poor health conditions that coincide with the extended period of exposure to toxic mold. The HOA simply acknowledged having taken part to that retaliation in their filing. (Exhibit O)

142. Eric Ferrier has filed a complaint to the HUD office to report the unlawful discrimination (Exhibit P)

143. The Plaintiff, Eric Ferrier, is been victim of ongoing intimidations and harassment to force him to drop his Discrimination allegations including pressure by the City of Fort Lauderdale employees and Bank Attorneys which have been including cancelling original insurance claim, alleging Governmental immunity, restrict the Plaintiff ability to retain a legal counsel acting in good faith in the PLAINTIFF best interest, and affirmative concealment of legitimate information requested under RESPA. Last incident of records occurs in August 2016.

144. Defendants made it impossible for the PLAINTIFF to file this Complaint as a COUNTER CLAIM to their respective FORECLOSURE ACTIONS.

FIRST CAUSE OF ACTION
DISCRIMINATION (FAIR HOUSING AMENDMENTS ACT (FHAA) and Fair Housing Act Title VIII of the Civil Rights Act of 1968 (FHA))

(All Defendants)

145. The allegations contained in paragraphs 1 through 144 of the complaint are realleged and incorporated herein by reference.

146. The discriminatory because of the Plaintiff Foreign National Origin conduct of which Plaintiff complains in this action includes:

a. Defendants have CONSPIRED AGAINST the Plaintiff, committed fraudulent acts and treated the Plaintiff unequally in regards to his rights to SALUBRIOUS home-ownership.

b. Defendants have INTENTIONALY INFERRED with the Plaintiff RIGHTS to access and maintain home-ownership

147. Defendant committed fraudulent acts not so much for a lucrative profit but to discriminate against the Plaintiff based on his National origin treating him unequally in regards to his right to a homeownership.

WHEREFORE, Plaintiff respectfully requests the following relief:

a. Award Plaintiff a Judgment for Discrimination.

b. Award such other relief as this Court may deem just and proper.

(Against BAC)

148. The allegations contained in paragraphs 1 through 144 of the complaint are realleged and incorporated herein by reference.

149. The discriminatory because of the Plaintiff Foreign National Origin conduct of which Plaintiff complains in this action includes:

a. Requiring an extended probation terms in the loan modification beyond averages and sub sequentially assigning the title to BNY.

b. Ignoring the service of the HOA Association foreclosure or/and failing to quash their process.

c. Refusing to demand to pay HOA past dues according to the Condominium rider.

d. Ignoring Eric Ferrier right to an Attorney under the Home Ownership and Equity Protection Act to review the loan, disclosures and modifications terms treating the Plaintiff unequally in regards to his right to homeownership.

e. Issuing a loan with terms that were unlikely to fulfill so to generate fees and commission.

f. Ignoring and continue to ignore demand for discovery and to rescind the mortgage

treating the Plaintiff unequally in regards to his right to homeownership.

g. Ignoring right for mediation and for a proper service of process on the retained Legal Counsel in their foreclosure action to instead presents to the Court pleading, written motion, or other paper for *any* improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

h. Ignoring and continue to ignore right to inspect the certified notes or explanation for its missing and other qualified request under RESPA treating the Plaintiff unequally in regards to his right to homeownership.

i. Lure the Plaintiff in a loan with terms he will be unlikely fulfilled so to prevent him to acquire legitimate property in the future.

j. Enforce a Fraudulent Assignment that had no standing through their BANK of NEW YORK servicing Agent.

150. Defendant committed fraudulent acts not so much for a lucrative profit but to discriminate against the Plaintiff based on his National origin treating him unequally in regards to his right to a homeownership.

WHEREFORE, Plaintiff respectfully requests the following relief:

c. Award Plaintiff a Judgment for Discrimination.

d. Award such other relief as this Court may deem just and proper.

(Against CFCA, Todd Stolfa, Lisa Kerher Board Officers)

151. The allegations contained in paragraphs 1 through 144 of the counterclaim are realleged and incorporated herein by reference.

152. The discriminatory conduct because of my NATIONAL ORIGIN of which Plaintiff complains in this action includes:

a. Towing of my vehicles and restriction to the parking access enforcing discriminatory by laws rules;

b. Denying access to association records and IRS filing;

c. Cancelling insurance claim and ignoring and continue to ignore request for information including insurance Adjuster transcript.

d. Engaging in discriminatory acts or practices by stalking, following, harassing, tortuously defaming the owner and his title, physically injuring by the mean of TOXIC MOLD EXPOSURE purposely grown in the unit.

e. Making forced entries to his apartment.

f. Chasing me away from his property by the mean of vexating process.

g. Failing to collect dues from the bank lender BAC according to the condominium rider.

h. Breaching their fiduciary duty by enforcing one sided mediation agreement, altering the terms of the agreement adding uncollected additional fees and interest so to evict me.

i. Presenting to the Court pleading, written motion, or other paper for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation treating the Plaintiff unequally in regards to his right to homeownership

j. Failing to maintain the common elements in sanitary conditions treating the Plaintiff unequally in regards to his right to a SALUBRIOUS homeownership.

k. Restricting his visitors access to the building.

l. Stalling my efforts to seek the City of Fort Lauderdale Code Enforcement assistance by the mean of negligent misrepresentations treating the Plaintiff unequally in regards to his right to a SALUBRIOUS homeownership.

m. Retaliation by the mean of vexatious process including filing eviction, delaying pleadings, ignoring discovery, failing to serve the Hank of America in their foreclosure action and stalling my right to sue and counter complaint.

n. CFCA Inc and board Officers have invaded Eric Ferrier privacy and seclusion and intentionally intrude his private Affairs because of his National Origin. (Exhibit Q)

153. Defendant committed fraudulent acts not so much for a lucrative profit but to discriminate against the Plaintiff based on his National origin treating him unequally in regards to his right to a homeownership.

WHEREFORE, Plaintiff respectfully requests the following relief:

a. Award Plaintiff a Judgment for Discrimination.

b. Award such other relief as this Court may deem just and proper

SECOND CAUSE OF ACTION FRAUD
(11 U.S.C. § 548 and 18 U.S.C. § 1344)

(An Defendants)

154. The allegations contained in paragraphs 1 through 144 of the complaint are realleged and incorporated herein by reference.

155. Failing to have the HOA FEES PAID according the Condominium Rider upon notification by Eric Ferrier of the alleged FEES OWNED by either a direct disbursement of the ESCROW Account at the Bank of America or an extension of the Mortgage

(Against BAC)

156. The allegations contained in paragraphs 1 through 144 of the counterclaim are realleged and incorporated herein by reference.

157. The fraudulent acts of BAC, Countrywide successor, include, but are not limited to, the following:

a. Fraudulently misstating the income of Owners resulting in Owners qualifying for the loan from Countrywide that Owners would otherwise not be qualified for.

b. Providing Owner with a 30 years variable interest rate loan in excess of the real property value with rate that never will be less than 10.750 or more than 17.750% and payment terms Owner will certainly be unlikely to fulfill.

c. Providing Owner with an inflated appraisal resulting in the loan to Owners of money greater than he could afford to repay and actual tangible negative equity in the property.

d. Concealing BAC's lack of standing in its complaint for foreclosure and in the loan modification.

e. The drafting and processing of affidavits and documents and the subsequent execution of documents by Robo-signers.

f. Bringing suit on behalf of an entity which is not the real party in interest which has no standing to sue.

g. Moving to Default Judgment in a separate sue, acquiring the property at auction for the shocking price of One Dollar ($1) without serving complaint or summons to Eric Ferrier or his authorized Attorney

158. Owner is informed and believes and thereon alleges that BAC as successor to Countrywide Home Loans concealed material facts from them including, but not limited to, the following:

a. Intentionally concealing the magnitude and severity of the underlying market conditions from Owners which were ripe for a downturn in the real estate market when the subprime mortgages began to fail;

b. Intentionally falsifying Owner's income to ensure that Owners' Loan would meet the criteria established by the CWALT MBS Trust Pooling and Servicing Agreement; Failing to properly underwrite Owners fully documented Loan according to established guidelines thereby falsely approving Owners Loan to the detriment of Owners.

c. Filing false untimely assignments of the Mortgage; and

d. Using "robo-signers" to execute legal documents who had insufficient knowledge of Owners' Loan to accurately reflect the true holder of the Loan Documents, NOR Power of Attorney to execute said documents, that the said documents were executed in a untimely fashion.

159. BAC's fraud must be viewed within the context of the practices and procedures of Countrywide, its predecessors, which confirmed that the way that Countrywide acted, specifically with regard to the Plaintiff; was a systematic pattern of fraudulent actions TARGET to customer sharing ETHNIC demographics treating them unequally in respect to their rights for homeownership.

160. Countrywide Home Loans through its employee, intentionally misled Plaintiff to believe that Owners qualified for the Loan under residential loan underwriting standards used in the industry.

161. Owner signed the Loan Documents not knowing of the fraudulent statements concerning Owner's income in the Loan application or the fraudulent changes from what had earlier been presented to them.

162. As stated in *People v. Countrywide Financial Corporation*, 08 CH 22994 in the Circuit Court of Cook County, Illinois ("Illinois Attorney General Complaint"), Countrywide mortgage originators routinely falsified income and loan applications leading to an increase in mortgage defaults. This David J. Stem case is a classic example of how the foreclosure mills have resorted to fraudulent lost note claims, filing false affidavits, creating in house back dated mortgage assignments to give the illusion of legal transfers, and wholesale fraud and forgery in order to **"PUSH"** foreclosure summary judgments through the court system.

163. 159. Similar to as stated in a Illinois Attorney General Complaint, Section 96, Plaintiff was not aware that he was receiving a reduced documentation loan and did not realize that they were being sold a loan they could riot afford or qualify, to receive.

164. Countrywide Home Loans did not advise Owner of the substantial risk that they were being granted a Loan greater than he could afford and would not be able to repay.

165. Owner is informed and believes and thereon alleges that Countrywide Home Loans intentionally misled Plaintiff to believe that Plaintiff qualified for the Loan under residential loan underwriting standards used in the industry. Countrywide Home Loans falsified Owner's relevant income to get the loan approved. This was a pattern and practice Countrywide Home Loans routinely engaged in without regard to the consumers' repayment ability sharing similar ethnics demographics

166. Owner is informed and believes and thereon alleges that Countrywide Home Loans facilitated fraudulent misrepresentations and did not implement underwriting standards oversight thus causing a false loan approval to be prepared.

167. Plaintiff is informed and believes and thereon alleges that Countrywide Home Loans regularly approved loans to unqualified borrowers, and implemented practices in this regard ranging from questionable to criminal. Further, on information and belief, Owner alleges that Countrywide Home Loans salespeople worked

on commission, meaning the more loans they sold, the more bonus money they received.

168. Plaintiff also alleges on information and belief that Countrywide Home Loans salespeople received a greater commission, or bonus, for placing borrowers in loans with relatively higher yield spread premiums, and therefore borrowers were steered and encouraged into loans with terms less favorable than other loans for which the borrowers could actually qualify.

169. Plaintiff has a reasonable right to rely on the facts and disclosures of Countrywide Home Loans as true and in compliance with all laws.

170. Plaintiff is informed and believes and thereon alleges that Countrywide Home Loans induced Owner into entering into the Loan based on fraud with the intent to defraud him.

171. Plaintiff is informed and believes and thereon alleges that Countrywide lime Loans, through its Appraiser, made omissions and misrepresentations that are material to this counterclaim with the knowledge of their falsity, thus misleading Owner into relying upon them and resulting in the approval of a Loan that he could not afford.

172. Plaintiff is informed and believes and thereon alleges that Countrywide Home Loans made said omissions and misrepresentations that are material to this counterclaim with the knowledge of their falsity thereby misleading Owners into relying upon them.

173. Plaintiff suffered damages in that they entered into a Loan transaction that Plaintiff could not afford to pay to purchase a property with an inflated valuation which resulted in Owner having negative equity.

174. As BAC has no standing, as it is not the holder of the Note and is not the Mortgagee, its claim against the Owners in the complaint by its affiliate in a different sue to foreclose against the Property constitutes slander on Owners' title.

175. As BAC has no standing, BAC Tax ID 94-1687865 IRS Form 1099-A showing figures with the sinister property market value of $92,500 and principal balance of $174,117.58 are inaccurate and therefore fraud onto the US government. (Exhibit L).

WHEREFORE, Claimant respectfully requests the following relief:

a. Award Claimant compensatory and punitive damages;

b. Award such other relief as this Court may deem just and proper.

(Against CFCA, Todd Stolfa, Lisa Kerher Board Officers)

176. The allegations contained in paragraphs 1 through 143 of the counterclaim are realleged and incorporated herein by reference.

177. The fraudulent acts of CFCA Inc include, but are not limited to, the following:

a. Intentionally concealing insurance coverage and misrepresenting maintenance services to induce in purchasing the property under a pseudo association agreement and contribute to inflate the property appraised value.

b. Falsifying or falling to file proper IRS tax records to escape federal tax liability (Exhibit M)

c. Reduce his use to the parking space by the mean of abusive and reckless towing of vehicle.

d. Misplacing or not returning in a timely fashion owner payments in an effort to trigger a foreclosure process.

e. Neglecting the maintenance of the common elements causing in excess of $40,000 of property damages after been notified by and through legal counsel of the severity of the situation.

f. Delayed or preventing BROWARD County Code enforcement to force the MOLD to be removed from the unit by the mean of false statements and misleading deposition to the County commission.

g. Entering a fraudulent mediation agreement to induce the Owner to pay money he did not owe. The property damages cost exceeds the $10,000 agreed in exchange for

having the water damages and MOLD REMOVED from the unit within 90 days of the say agreement.

h. Frauding upon the Court to enforce one side of a mediation agreement and sub sequentially altering the terms of the mediation.

i. Physically injured the Owner by the mean of TOXIC MOLD exposure find in excess concentration in the unit.

j. Applying abusing late fees and erroneous interest in excess of legal rate to inflate past dues amount so to force a sale at auction of the property and to acquire the unit for the shocking amount of One Dollar. ($1).

k. Filing Motion in Bad Faith to make it impossible for the Plaintiff to Counter Claim.

178. That CFCA Inc brought this action without standing for the purpose of inducing defendant to pay money that he does not really owned. The property damages exceed the $10,000 agreed by over $30,000.

179. That CFCA Inc and Boards had a fiduciary duty to the Plaintiff yet has stalked, followed, harassed, tortuously defamed the owner and his title, exposed to TOXIC MOLD EXPOSURE purposely grown in the unit and invaded Owner privacy and intrude his affairs, so to scare him away from his property.

180. That CFCA Inc and Boards brought this action without standing for the purpose of inducing Plaintiff to assign, convey and/or transfer

title to his home and to generate interest, late and attorney fees.

181. That CFCA Inc, and Boards under MFRS Form 3140 Section F Condominium Rider to supplement the deed of trust rider page 2 incorporated below, had a fiduciary duty to request payment in a timely fashion from the lender if they had been for any other purpose but inducing defendant to assign, convey and/or transfer title to his home. The BAC escrow balance attached as Exhibit G shows Owner reserve in an amount sufficient to cover dues.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

182. That CFCA Inc and boards engaged in fraudulent and unfair deceptive acts or practices by arbitrary applying outrageous late fees and interest in excess of the association by Laws and legal rates.

183. That CFCA Inc arbitrary demanded undocumented outrageous Attorney fees exceeding $10,000 to enforce a Mediation agreement and to force the property to auction so that they

could purchase the unit for the unfair price of One Dollar ($1) that was sub sequentially sold back to the bank for the same price.

184. That CFCA Inc ignored the severity of TOXIC MOLD Exposure found in high concentration in the unit in an effort to force Eric Ferrier out the property and avoid remediating the unit.

185. That CFCA Inc deprived the Owner of the use of his property by failing to maintain the common elements, canceling insurance claim, physically injure the Owner and force him out of his unit, delayed the process to inflate dues, make it impossible to Counter claim their foreclosure action and treated INEQUALLY and UNFAIRLY in regards to his rights to homeownership.

WHEREFORE, Claimant respectfully requests the following relief:

a. Award Claimant compensatory property and personal injury damages and punitive damages.

b. Award such other relief as this Court may deem just and proper.

(Against Todd Stolfa)
Uniform Commercial Code § 2-314
and Florida § 718.203 Warranties

186. The allegations contained in paragraph 1 through 143 of the counterclaim are re-alleged and incorporated herein by reference.

187. Builder Tood Stolfa made fraudulents representations related to WARRANTIES on the Condominium property and COSTS to maintain the property.

188. Builder Todd Stolfa ignored express demands made by Attorney for remediation and rescission because the unit was not SALUBRIOUS Condition as WARRANTED by Laws.

WHEREFORE, Claimant respectfully requests the following relief:

a. Award Claimant compensatory property and personal injury damages and punitive damages.

b. Award such other relief as this Court may deem just and proper.

THIRD CAUSE OF ACTION
UNFAIR OR DECEPTIVE ACTS OR PRACTICES
(15 USC 45 §5, Fair Credit Reporting Act, Federal Consumer Fraud and Deceptive Business Practices Act)
(Against BAC)

189. The allegations contained in paragraph 1 through 143 of the counterclaim are re-alleged and incorporated herein by reference.

190. Countrywide Home Loans engaged in unfair and/or deceptive acts or practices by originating and granting the Loan to Owners who did not have the ability to repay this Loan through practices such as, but not limited to:

a. Despite presenting loan application material showing that this would be a full documentation loan, Countrywide Home Loans approved this Loan under reduced documentation underwriting guidelines in order to qualify Owners who did not have sufficient income nor assets to obtain the Loan.

b. Inflating Owner's income on the loan application to qualify Owners for the Countrywide Loan.

c. Qualifying Owners for the mortgage loan in excess of 100% of the real property value with a variable interest rate no lesser than 10.750% and not to exceed 17.750%

d. Countrywide Home Loans engaged in unfair and/or deceptive acts or practices by originating this mortgage loan that exposed Owners to an unnecessarily high risk of foreclosure.

e. Countrywide Home Loans engaged in unfair and/or deceptive acts or practices by implementing a compensation structure that incentivized brokers and employees to approve loans that did not meet underwriting standards and failed to exercise sufficient oversight over the loan process, which, upon information and belief, were the reasons why Owners' Loan was approved.

f. Relaxing certain underwriting guidelines, particularly through the company's reduced documentation loan program, dramatically

increasing the risk that borrowers would be unable to pay;

g. Originating mortgage loans that exposed borrowers to an unnecessarily high risk of foreclosure or loss of equity, particularly through risky products like pay option ARMs;

h. Originating unnecessarily costly loans to borrowers;

i. Engaging in unfair and deceptive marketing and advertising practices to lure borrowers into risky loans;

j. Incentivizing employee and broker misconduct and the use of unnecessarily costly and risky loan products; and

k. Engaging in deceptive practices in the servicing of mortgage loans, resulting in greater risk of foreclosures.

191. The conduct of Countrywide Home Loans, as set forth herein, constitutes unfair, fraudulent and deceptive trade practices prohibited under the Consumer Fraud Act.

192. Countrywide Home Loans intended that Owners rely on its deceptive acts.

193. Countrywide home Loans' deception occurred in the course of conduct involving trade or commerce.

194. As a result of Countrywide's unfair, fraudulent and deceptive practices, Owner has suffered an ascertainable loss of monies and/or property

and/or value and ability to acquire real estate property in the future as the result of his damaged credit profile.

195. BNY servicing BAC acquired the unit for the unfair amount of One dollar ($1), claiming a second time mortgage that had been paid substantially paid off through Federal Reserve, Fannie Mae or Freddie Mac and TARP funds.

196. Owner has suffered actual damages as a direct and proximate result of the actions of Countrywide in violation of the Consumer Fraud Act.

197. That upon information and belief BAC repeatedly and CONTINUE TO REPORT false, negative information on defendant's credit report in violation of the federal Fair Credit Reporting Act causing defendant to suffer damages.

198. That BAC has committed numerous frauds in the course of attempting to collect this alleged debt, some or all of which constitute crimes under federal, state or local law. Crimes committed in the course of attempting to collect a debt are violations of the Federal Fair Debt Collection Practices Act including but not limiting not serving the foreclosure complaint, filed in a separate sue by BNY servicing BOA, on Evan Rosen PA who was authorized to represent the Owner.

WHEREFORE, Claimant respectfully requests the following relief:

a. Impose a civil penalty against BAC found by the court to have engaged in any method or practice declared unlawful under Federal

Consumer Fraud and Deceptive Business Practices Act.

b. Require BAC to pay the costs of this action.

c. Awarding such other relief as this Court may deem just and equitable.

THE MORTGAGE-BACKED SECURITIES TRUST

199. Countywide was fully aware that the Loan was funded by CWALT. MBS Investors pursuant to the Pooling and Servicing Agreement and that Owners' Mortgage should have been assigned to the Trust.

200. Under "CONVEYANCE OF MORTGAGE LOANS" FROM PROSPECTUS PSA PG 52-53 "(a) Each Seller (CHL), concurrently with the execution and delivery hereof, hereby sells, transfers, assigns, sets over and otherwise conveys to the Depositor (COUNTRYWIDE BANK FSB), without recourse, all its respective right, title and interest in and to the related Initial Mortgage Loans, including all interest and principal received or receivable by such Seller, on or with respect to the applicable Initial Mortgage Loans after the Initial Cut-off Date and all interest and principal payments on the related Initial Mortgage Loans received prior to the Initial Cut-off Date in respect of installments of interest and principal due thereafter, but not including payments of principal and interest due and payable on such Initial Mortgage Loans, on or before the Initial Cut-off Date. (C) (i) The original Mortgage Note endorsed by manual or

facsimile signature in blank in the following form: "Pay to the order of ___ without recourse," with all intervening endorsements *showing a complete chain of endorsement from the originator to the Person endorsing the Mortgage Note (each such endorsement being sufficient to transfer all right, title and interest of the party so endorsing, as note holder or assignee thereof in and to that Mortgage Note)*; or(A)with respect to any Lost Mortgage Note, a lost note affidavit from Countrywide stating that the original Mortgage Note was lost or destroyed, together with a copy of such Mortgage Note.

201. The CWALT Inc Trust was a non-MERS member, so that once the loans were sold to the Trust, neither MERS nor Countrywide had the ability or the right to assign, sell or otherwise transfer ownership. Thus, the assignment by Countrywide to BAC, its successors and assigns, of all right, title and interest in the Mortgage executed by Owners to MERS solely as nominee for Countrywide had no legal effect and was not a proper assignment.

202. As BAC lacks standing to pursue this foreclosure complaint against Owners, this action is a slander on Owners' Title.

203. Owners request that this Court declare that BAC has no legal Mortgage on the Property and that its Mortgage as assigned should be removed from Owners' title.

REQUEST FOR RELIEF

WHEREFORE, Claimant respectfully requests the following relief:

I. An evidentiary hearing regarding the authenticity of the backdated mortgage assignment created in-house, the appraisal of the property and in regards to late fees and interest and attorney fees claimed by CFCA Inc.

II. A judgment declaring CFCA Inc & Board Officers in breach of its duty of care to Eric Ferrier,

III. A judgment against CFCA Inc awarding Eric Ferrier compensatory damages for the property stigma value, body injury damages, mental anguish, emotional distress and the deprivation of the use of his property, the future ability to acquire real estate as the result of his damaged credit.

IV. A judgment against CFCA Inc Board Officers awarding punitive damages under Section 3613(c) of the FHA in the amount of $25,000.

V. Quash BNY service of due process

VI. Declare that BAC has no mortgage interest in the Property; OR a judgment ordering BAC rescission of the mortgage to ERIC FERRIER for interests and fees.

VII. A judgment against BAC awarding punitive damages under Section 3613(c) of the FHA in the amount of $25,000.

VIII. Bar BAC and any and all persons claiming or having any interest in the Property through it

from asserting or claiming any interest, right or title in or to the Property, or any part thereof, adverse to the title of Plaintiff; and Award Owners such other and further relief as equity may require, including, but not limited to, further declaratory and injunctive relief against BAC, CFCA Inc, Todd Stolfa and Lisa Kerher.

Respectfully submitted, Dated: August 10, 2017

By: /s/ Eric Ferrier

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IN THE UNITED STATED DISTRICT COURT
FOR THE SOUTHER DISTRICT OF FLORIDA

CASE NO. 17-CV-61597-JEM

ERIC FERRIER

Plaintiff,

v.

CASCADE FALLS CONDOMINIUM ASSOCIATION, INC., BANK OF AMERICA, N.A., LISA KEHRER, TODD STOLFA

Defendants. /

CASCADE FALLS CONDOMINIUM ASSOCIATION, INC.'S MOTION FOR STAY OF PROCEEDINGS OR, ALTERNATIVELY, MOTION TO DISMISS WITH PREJUDICE

Defendant, CASCADE FALLS CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "CASCADE FALLS"), by and through the undersigned counsel and pursuant to the Federal Rules of Civil Procedure, hereby files its Motion to Stay Proceedings or Alternatively, Motion to Dismiss the Plaintiff's Complaint, and states:

1. On or about August 10, 2017, Plaintiff filed the subject Complaint in the Southern District of Florida against CASCADE FALLS (hereinafter referred to as the "2017 SD Lawsuit")

2. Last year, Plaintiff filed a nearly identical Complaint in the Southern District of Florida, Case Number 16-cv-61124-MGC, which he entitled Counterclaim and Complaint, through the attempted used of a Notice of Removal from Broward County State Court. (hereinafter referred to as the "2016 SD Lawsuit"). Both the 2016 SD Lawsuit and the 2017 SD Lawsuit are based entirely on the same set of operative facts, which date back to 2010. These same issued have been litigated and re-litigated in no less than three (3) jurisdictions and more than five (5) pleading formats.

3. On November 22, 2016, the 2016 SD Lawsuit was remanded to state court. The Court held that, in addition to being untimely, the 2016 SD Lawsuit did "not raise viable claims under either federal question or diversity jurisdiction." *See Order Remanding Case to State Court attached hereto as Exhibit A.*

4. Notwithstanding the Court's Order remanding the 2016 SD Lawsuit to state court, Plaintiff again re-filed the Counterclaim against the parties together with a Motion for Clarification and reconsideration on June 1, 2017.

5. On June 23, 2017, the Court entered an Order Staying the 2016 SD Lawsuit until such time as the Court ruled on Plaintiff's Motion for Clarification and Reconsideration. *See Order Staying Prior SDF Pleading attached hereto as Exhibit B.* To date, the Honorable Judge Cooke has not lifted the stay or ruled on the pending motion.

6. As can be seen from Plaintiff's recent Notice of Pending, Re-filed, Related or Similar Actions, there have been a number of Complaints filed asserting the same set of operative facts [D.E. 5]. While Plaintiff's Notice of Similar Actions identifies a related case previously filed in the Southern District of New York (Case Number 15-CV-5091)[1], it fails to identify the 2016 SD Lawsuit.

7. Based upon CASCADE FALLS' interpretation of the allegations contained in the Complaints (both the 2016 SD Lawsuit and the 2017 SD Lawsuit), Plaintiff has asserted a number of claims against CASCADE FALLS on the basis of a its alleged breach of a 2011 settlement agreement, a foreclosure action which took place in 2012, and bodily injury which Plaintiff claims he suffered as a result of mold while he was present at the subject premises (prior to 2012). On the basis of these operative facts, Plaintiff has asserted the following causes of action against CASCADE FALLS: (1) Fair Housing Discrimination; and (2) Fraud.

8. On the basis of the above procedural history and pending related 2016 SD Lawsuit, CASCADE FALLS requests that the Court stay this action pending the resolution of the 2016 SD Lawsuit pending in the Southern District of Florida case under the Honorable Judge Cook (Case Number 16-CV-61124-MGC).

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[1] The United States Southern District of New York Case referenced above was remanded to the 17th Judicial Circuit Court of the State of Florida, Broward County on July 17, 2015 and remains closed at this time.

9. Alternatively, CASCADE FALLS requests that this Honorable Court dismiss the Complaint on the following bases. First, these matters have previously been litigated, final judgments have been entered as to these operative facts, and the claim is barred by *res judicata*. Second, this matter should be dismissed because it is barred by the statute of limitations. Third, Plaintiff has failed to join indispensable parties.

ADDITIONALLY RELEVANT PROCEDURAL HISTORY

10. The central facts which are relevant to this matter date back to 2011 and 2012. At the outset, Paragraph 19 of Plaintiff's Complaint addresses a settlement agreement which was entered into on or about April 11, 2011, which required Plaintiff to pay a certain sum of money to CASCADE FALLS towards the past due maintenance obligation owed to it as the Condominium Association. Due to Plaintiff's subsequent default on this agreement, a Final Judgment of Foreclosure was entered on August 9, 2012 in Broward County Case Number CACE 10041941 (hereinafter referred to as "2010 Broward Lawsuit"). The Certificate of Sale for the subject premises is dated September 13, 2012. *See Certificate of Title for the Subject Premises attached hereto as Exhibit C.* Accordingly, Plaintiff has not had legal possession of the subject premises in over five (5) years.

11. As a result of numerous attempts to re-litigate this set of operative facts, on July 26, 2016, Broward County State Court deemed Plaintiff, ERIC FERRIER, a Vexatious Litigant, prohibiting him from filing any pro se actions without leave of Court. *See Order on Motion to Prohibit Pro Se Actions Without Leave of Court and Directions to the Clerk attached hereto as Exhibit D.*

A. ***Motion to Stay the Proceedings or Alternatively, Motion to Dismiss the Complaint Based Upon the Doctrine of Res judicata.***

12. This matter invokes numerous considerations of the doctrine of *res judicata.* First, as noted above, and as is apparent from the Plaintiff's own Complaint, this matter arose from a 2010 Broward County foreclosure case which had a final disposition entered in 2012[2]. As noted above, prior to filing this lawsuit, Plaintiff filed the 2016 SD Lawsuit, which mirrors the allegations in the above referenced action. As noted above, the Court entered an order which may bar the subject action. The Court held that the 2016 SD Lawsuit (with substantially similar allegations) did "not raise viable claims under either federal question or diversity jurisdiction." *See Exhibit A.* These findings,

[2] Due to Plaintiff's repeated attempts at attempting to re-open and litigate this same claim through the use of a Denovo Complaint in Broward County, Florida, a second final order of dismissal with prejudice was also entered on November 4, 2014.

if reaffirmed by the Court, may serve to bar the subject lawsuit under the doctrine of *res judicata.*

13. Under Federal law, the doctrine of *res judicata* "bars the filing of claims which were raised or could have been raised in an earlier proceeding." *Ragsdale v. Rubbermaid, Inc.*, 193 F.3d 1235, 1238 (11th Cir.1999). An action is barred by prior litigation if the "following elements are present: (1) there is a final judgment on the merits; (2) the decision was rendered by a court of competent jurisdiction; (3) the parties, or those in privity with them, are identical in both suits; and (4) the same cause of action is involved in both cases." *Id.* As discussed above, the facts and parties of both the 2016 SD Lawsuit and the 2017 SD Lawsuit, as well as the 2010 Broward Lawsuit, arise from the same operative facts and circumstances.

14. CASCADE FALLS respectfully requests that this Court grant a motion for stay of the proceedings until such time as the stay in the 2016 SD Lawsuit (Case Number 16-CV-61124-MGC) is lifted and the Honorable Judge Cooke enters an order on its merits, as issues of collateral estoppel and *res judicata* are present and may bar the present claim.

15. Alternatively, CASCADE FALLS requests that this Court grant its motion dismissing the Complaint because the claims are barred by the doctrine of *res judicata* based upon its prior litigation and the final order entered in the 2010 Broward Lawsuit.

B. Defendant's Alternative Motion to Dismiss As Being Barred by the Statute of Limitations or for Failure to Include and Indispensable Party.

16. Should the Court deny the Motion to Stay the Proceedings set forth above, CASCADE FALLS alternatively seeks dismissal with prejudice on the following grounds.

a. This Matter Should be Dismissed Because It Is Barred by the Statute of Limitations and Plaintiff has Failed to State a Cause of Action.

17. Plaintiff's claim is barred by the statute of limitations for violations under the Fair Housing Act and Fraud. Dismissal of a federal action is appropriate based statute of limitations grounds if the fact that the case is time barred is apparent from the face of the Complaint. *See La Grasta v. First Union Securities, Inc.*, 358 F. 3d 840 (11th Cir. 2004).

18. As to the first cause of action for Fair Housing Discrimination, a person may commence a civil action no later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice. 42 U.S.C. §3613(a)(1)(A). As set forth above, and based upon the facts gleaned from Plaintiff's Complaint, the Plaintiff has not had legal ownership of the subject premises since September 13, 2012, more than five (5) years ago. Plaintiff's Fair Housing Act claim against CASCADE FALLS must be dismissed, as the

two (2) year statute of limitations expired more than three (3) years ago, and remains time barred.

19. As to the second cause of action, Plaintiff appears to be making a claim for Fraud under 11 U.S.C. §548 and 18 U.S.C. §1344. An action proceeding under 11 U.S.C. §548 may not be commenced after the earlier of

> (1) the later of (A) 2 years after the entry of the order for relief; or (B) 1 year after the appointment or election of the first trustee . . . " or
>
> (2) the time the case is closed or dismissed.

11 U.S.C. §546.

20. Importantly, and as a preliminary fact, 11 U.S.C. §548 applies to avoidance of trustee transfers. This statute is not applicable to CASCADE FALLS, which is a condominium association. Notwithstanding the substantive application of the statute however, the statute of limitations clearly bars this cause of action.

21. Similarly, an action proceeding under 18 U.S.C. §1344 does not apply to the present matter, as this it a criminal statute addressing criminal bank fraud against a financial institution, and may not be asserted by an individual. *See* 18 U.S.C. §1344(1)-(2). Finally, should Plaintiff be seeking to make a claim under Florida's common law for fraud, the statute of limitations is four (4) years. *Fla. Stat. 595.11(3)(f).*

22. CASCADE FALLS requests that the First and Second Cause of Action for Fair House Act

violations and Fraud be dismissed with prejudice for failure to state a cause of action and because the claims are barred by the statute of limitations.

b. <u>This Matter Should be Dismissed for Failure to Include an Indispensable Party.</u>

23. Federal Rule of Civil Procedure 12(b)(7) provides that a failure to join a required party under Rule 19 may be raised by a motion to dismiss. Fed. R. Civ. P. 12(b)(7). A required party to a lawsuit is a party who must be joined as a party if the court cannot accord complete relief among existing parties; or that person claims an interest related to the subject action and disposing of the action may impede the person's ability to protect their interest. Fed. R. Civ. P. 19(a)(1).

24. Plaintiff's Request for Relief includes a request for the Court to "Bar BAC and any and all persons claiming or having any interest in the Property" from claiming any interest, right or title to the property.

25. Given that Plaintiff has not lived on the premises since no later than 2012, there are believed to be tenants, owners and/or lenders that have an interest in the subject premises which will be directly impacted should the Court grant Plaintiff's requested relief. Plaintiff's failure to include the current owner or lenders to the subject premises should bar the Complaint, as such parties are indispensable to the action, as pleaded.

WHEREFORE, the Defendant, CASCADE FALLS CONDOMINIUM ASSOCIATION, INC., respectfully requests that this Honorable Court grant the Motion for Stay of the Proceedings until after the Honorable Judge Cooke lifts the stay and enters an order in the related Case Number 16-CV-61124-MGC, or alternatively, grant the Motion to Dismiss with Prejudice, and any other relief it deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail, Facsimile (646) 619-4844 and electronic mail upon Eric Ferrier, *Pro se* 178 Columbus Avenue #237002, New York NY 10023; ejferrier@gmail.com; efcase@outlook.com this 28th day of September, 2017.

LYDECKER | DIAZ
Counsel for Plaintiff
1221 Brickell Avenue, 19th Floor
Miami, Florida 33131
(305) 416-3180 – Phone
(305) 416-3190 – Fax

By: */s/ Jessica LaFaurie*
EMANUEL GALIMIDI, ESQ.
Florida Bar No.: 666831
JESSICA LAFAURIE, ESQ.
Florida Bar No.: 105304

Cynthia Pyles-Hosein

From:	cmecfautosender@flsd.uscourts.gov
Sent:	Friday, June 23, 2017 12:11 PM
To:	flsd_cmecf_notice@flsd.uscourts.gov
Subject:	Activity in Case 0:16-cv-61124-MGC Cascade Falls Condominium Association, Inc. et al Ferrier Order Staying Case

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered on 6/23/2017 at 12:11 PM EDT and filed on 6/23/2017

Case Name: Cascade Falls Condominium Association, Inc. et al v. Ferrier

Case Number: 0:16-cv-61124-MGC

Filer:

WARNING: CASE CLOSED on 11/22/2016
Document Number: 49(No document attached)

Docket Text:

ENDORSED ORDER STAYING CASE. This matter is before me upon review of the record. A district court has broad discretion in determining whether a stay is appropriate. *Clinton v. Jones*, 520 U.S. 681, 706 (1997). I find that a stay of this case and any pending deadlines is appropriate until such time as I rule on Defendant Ferriers [44] Motion for Clarification and Reconsideration. Signed by Judge Marcia G. Cooke on 6/23/2017. (ase)

0:16-cv-61124-MGC Notice has been electronically mailed to:

Ariel Acevedo aa@lgplaw.com, aas@lgplaw.com, service@lgplaw.com, ytc@lgplaw.com

Catherine Ann Mancing CAL@lgplaw.com, CAM@lgplaw.com, aas@lgplaw.com

Emanuel Galimidi eg@lydeckerdiaz.com, cgayle@lydeckerdiaz.com, cph@lydeckerdiaz.com, dbeaz@lydeckerdiaz.com

Eric Ferrier efcase@outlook.com

Jessica Lynn Lafaurie jlf@lydeckerdiaz.com

0:16-cv-61124-MGC Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

In the Circuit Court of the
Seventeenth Judicial Circuit
In and for Broward County, Florida

CASCADE FALLS CONDO ASSN INC	CACE-10-041941
Plaintiff	Division: 03
VS.	
FERRIER, ERIC	
Defendant	

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on September 12, 2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

> Unit 4 of CASCADE FALLS CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 42930, Page 1965, of the Public Records of Broward County, Florida.
>
> Parcel I.D. Number: 19235-14-02000
>
> a/k/a: 530 NE 15th Court, Unit 4, Ft. Lauderdale, Florida 33304

Was sold to: CASCADE FALLS CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION

C/o Holly Eakin Moody, PA, 2900 E. Oakland Park Blvd Fort Lauderdale, FL, 33306

Witness my hand and the seal of this court on November 15, 2012.

[SEAL] /s/ Howard C. Forman
Howard C. Forman,
Clerk of Circuit Courts
Broward County, Florida

Total consideration: $100.00
Doc Stamps: $0.70

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

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

December 2, 2020

Clerk
United States Court of Appeals for the
Eleventh Circuit
56 Forsyth Street, N.W.
Atlanta, GA 30303

Re: Eric Ferrier
v. Cascade Falls Condominium Association, Inc., et al.
No. 20-762
(Your No. 19-14224)

Dear Clerk:

The petition for a writ of certiorari in the above entitled case was filed on November 27, 2020 and placed on the docket December 2, 2020 as No. 20-762.

Sincerely,

Scott S. Harris, Clerk

by

Clayton Higgins
Case Analyst