

CASE NO: 23-383
IN THE
SUPREME COURT OF THE
UNITED STATES

KAREN C. YEH HO,
PETITIONER

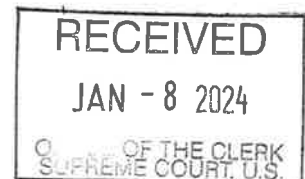
VERSUS

WELLS FARGO BANK, N.A.,
RESPONDENT

PETITIONER'S
MOTION FOR REHEARING ECOA
GENDER AND MARITAL STATUS

TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT COURT
CASE NO: 22-11231-GG

Respectfully submitted by:
KAREN C. YEH HO, PRO SE
Petitioner, Appellant, Plaintiff
9174 Chianti court
Boynton Beach, FL 33472
(561)460-1989
Kchyh4@gmail.com



Karen Yeh Ho v. Wells Fargo Bank, N.A.
Case number: 23-383

OPINION AND ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT, KAREN C. YEH HO V. WELLS FARGO BANK, N.A. [22-11231] (04/27/2023) (Appendix A page -7-) “Moreover, even assuming the relevant antidiscrimination provisions did apply to her, the district court correctly concluded that it was reasonable for Wells Fargo to require either Wing’s signature or a divorce decree in light of Florida homestead laws.”

The “Florida Homestead Laws” was not raised by the Karen Yeh Ho on the complaint.

The “Florida Homestead Laws” was not raised as a defense by Wells Fargo Bank, N.A..

QUESTION FOR REHEARING

WHETHER OPINION AND ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT, KAREN C. YEH HO V. WELLS FARGO BANK, N.A. [22-11231] (04/27/2023) (L.C. DOCUMENT 167) IS AN ERROR WHEN OPINION IS BASED ON “FLORIDA HOMESTEAD LAWS” WHEN THE “FLORIDA HOMESTEAD LAWS” WAS **NOT** ON RECORDS ON APPEAL, **NOT** ON THE EITHER APPELLANT BRIEF OR APPELLEE BRIEFS AND **NOT** ON OFFICIAL FEDERAL REPORTER TRANSCRIPT ON MARCH 14, 2022 (L.C. DOCUMENT 167)?

Case: Karen Yeh Ho v. Wells Fargo Bank, N.A.
Case no: 23-383

PARTIES TO PROCEEDING
Rule 14.10(b)(i)

1. Wells Fargo Bank, N.A. (Responder, Appellee, Plaintiff, loan servicer)
2. Yeh Ho, Karen (Petitioner, Appellant, Defendant, former sole title owner homeowner, the only person on the deed and on the promissory note).

RELATED CASES

Rule 14.1(b)(i)

1. Karen c. Yeh Ho v. Wells Fargo Bank, N.A., No. 22-11231, U.S. Court of Appeals for the 11th Circuit. Judgment Rehearing En Banc Denied entered June 15, 2023. [Document 30-2] Before Honorable Circuit Judges; Newsom, Grant and Anderson.
2. Karen c. Yeh Ho v. Wells Fargo Bank, N.A., No. 22-11231, U.S. Court of Appeals for the 11th Circuit. Judgment entered April 27, 2023. [Document] Before Honorable Circuit Judges; Newsom, Grant and Anderson.
3. Karen C. Yeh Ho v. Wells Fargo Bank, N.A., No. 17-11918, U.S. Court of Appeals for the 11th Circuit. Judgment entered June 21, 2018. [Document] Before Honorable Circuit Judges; Marcus, Martin and Rosenbaum.
4. Karen C. Yeh Ho v. Wells Fargo Bank, N.A., D.C. Case No. 9:15-cv-81522-KAM, U.S. District Court for the Southern District of Florida. Judgement entered April 10, 2017 and March 19, 2022 before Honorable District Judge Kenneth A. Marra.
5. Karen C. Yeh Ho v. Wells Fargo Bank, N.A., No., District court of Appeal of the State of Florida 4th District Court. Case no: 4D15-291. Judgment entered October 1, 2015 (No written decision PCA, not appealable to Florida Supreme Court) Before Honorable State District Court Judge. Warner, Gerber and Klingensmith, JJ., Concur.
6. Karen C. Yeh Ho v. Wells Fargo Bank, N.A., District Court of Appeal of the State of Florida 4th

District Court. Case no: 4D15-4736. Judgment entered October 1, 2015 (No. Written decision PCA. Not appealable to Florida Supreme Court) Before Honorable State District Court Judge: Ciklin, C.J., Taylor and Conner, JJ., Concur.

7. Wells Fargo Bank, N.A. v. Karen Yeh Ho et.al., 15th Judicial Circuit In and For Palm Beach County, Florida. Case No: 50-2012-CA-002992. Honorable Judicial Circuit Judges: Roger B. Colton (a senior judge did not preside the case but his signature is on the consent judgment for foreclosure), Richard Oftedal (order foreclosure sale even when I have written in court record that I have permanent streamline loan modification agreement waiting for Wells Fargo Bank to sign and file with the Palm Beach County Public Record), Peter Blanc, E. Breger, D. Lewis, Jeffrey Colbath (chief judge), J. Kessler, and more judges all refused to vacate consent judgment. A consent judgment without Karen C. Yeh Ho's knowledge, consent and signature.

TABLE OF CONTENTS

Question for Rehearing

Parties to Proceeding i

Related Cases.....ii, iii

Reasons for Rehearing

Issue #1: Substantial grounds not previously presented: No court record, not on the either briefs, not on the court trial transcript opinion base on “Florida Homestead Laws.”1

Issue #2: Intervening circumstances of substantial or controlling effect: CFPB’s Statement of Interest of The Consumer Financial Protection Bureau in Supporting of Plaintiff case no: 9:22-cv-81883-RAR. Roberson v. Health Career Institute LLC.6

Conclusion13

Certificate of good faith and not for delay

Certificate of Stating that Motion for rehearing for grounds are limited to intervening circumstance of substantial or controlling effect or to other substantial grounds not previously presented.

TABLE OF AUTHORITIES

Cases:

<u>Access Now, Inc. v. SW. Airlines Co.,</u> 385 F. 3d 1324, 1331 (11 th Cir. 2004)	12
<u>Sapuppo v. Allstate Floridian Ins. Co.,</u> 739 F. 3d 678, 681 (11 th Cir. 2014)	12
<u>Timson v. Sampson,</u> 518 F. 3d 870, 874 (11 th Cir. 2008)	12
<u>United States v. Campbell,</u> 26 F. 4 th 860, 873 (11 th Cir. 2022)	12

Statutes & Rules

Florida Statutes Section 732.702(1)	5
Federal Appellate Procedure Rule 10	2
U.S. Constitution 5 th Amendment	11
U.S. Constitution 14 th Amendment	11

Other Authorities

Regulation B	7
CFPB Statement of Interest of The Consumer Financial Protection Bureau in Support of Plaintiffs case no: 922-cv-81883-RAR ECOA discrimination based on RACE	6-11

Motion for leave for Petition for rehearing must state the grounds are limited to intervening circumstances of substantial or controlling effect or to other substantial grounds not previously presented.

Petitioner respectfully file Motion for rehearing base on these arguments:

Issue #1: Substantial grounds not previously presented:

The 11th Circuit Court of Appeal's offer their own explanation for Wells Fargo Bank's demanded borrower's husband must sign the mortgage document agreement, provide divorce decree, and marital status. Wells Fargo did not offer their own explanation for demand borrower's husband's signature, both of our signature, provide divorce decree, and marital status. (see Special Appendix 2, 4, 5):

“Moreover, even assuming the relevant antidiscrimination provisions did apply to her, the district court correctly concluded that it was reasonable for Wells Fargo to require either Wing's signature or a divorce decree in light of Florida's homestead laws.” (see Appendix A page 7)

11th Circuit Court of Appeal did not explain why it is “reasonable” to require those documents.

“HOMESTEAD LAW” argument is not on the record.
“HOMESTEAD LAW” argument is not on court evidence.

“HOMESTEAD LAW” argument is not on court trial transcript.

“HOMESTEAD LAW” argument is not on Answer brief by Wells Fargo Bank, N.A. or Karen Yeh Ho’s Opening Brief argument.

“HOMESTEAD LAW” argument was not Wells Fargo Bank N.A.’s affirmative defense.

The Rules of Appellate Procedure Rule 10 The Record on Appeal provide “(2) Unsupported Finding or Conclusion. If the appellant intends to urge on appeal that a finding or conclusion is unsupported by the evidence or is contrary to the evidence, the appellant must include in the record a transcript of all evidence relevant to that finding or conclusion.”

Petitioner’s Special Appendix 2 is a complete reformatted comply with rule 14 Official Federal Reporter Transcript [Document 167]. There is no record or evidence and argument regarding “homestead” from both Plaintiff and Defendant.

The court trial transcript from Wing Ho, the husband explaining the reason for his refusal to put his signature on permanent streamline loan modification agreement. First reason was he is still married so his marital status is married there is no divorce decree. Second reason was his name is not on the promissory note so he had recorded a quitclaim deed to his wife to make it a match to the mortgage document. To his understanding that one person’s name on the promissory note, and the same person’s name on the mortgage document. He will sign the permanent streamline loan modification document agreement if his name is on the promissory note. Third reason was his

wife, Karen Yeh Ho can afford to pay her own mortgage because she has earning power as professional as accountant, fraud auditor, Florida Licensed Real Estate Broker, Florida Licensed Community Association Manager, and Florida Professional Math (5-9), Science (5-9) and ESOL (120 hours endorsed) Teacher License plus many other jobs. (see Special Appendix 2 court trial transcript, Wing Ho as witness).

Karen Yeh Ho testified that she is married and no divorce decree, she will allow her husband's signature on the permanent streamline loan modification if his name is on the promissory note, and she paid the Florida stamp tax when quitclaim deed was recorded with the Palm Beach County clerk of the court. Karen Yeh Ho cannot understand the reason for not honor her permanent streamline loan modification agreement when she had complied with everything that is necessary for the contract. She had paid money for considerations on time. She had sent the legal documents back to Wells Fargo Bank ahead of due date. She had paid five (5) months of payments on time. But on February 1, 2014 and thereafter Wells Fargo Bank, N.A. refusal, reject her monthly payments when she tried to pay in person and by U.S. mail. She had complied with what really matters in a contract agreement. (see Special Appendix 2, Karen Yeh Ho as witness testified)

Wells Fargo Bank, testified (see Special Appendix 2, Wells Fargo Bank's employee as witness testified) Condition for permanent streamline loan modification: (1) wait for Wells Fargo Bank's notary to call and then sign the permanent streamline loan modification document. (2) the stamp "copy" and stamp

“original” are the same set copies. (3) Karen Yeh Ho paid 5 payments on time. (4) Permanent streamline loan modification was rejected, deleted, removed, because Karen Yeh Ho did not submit divorce decree, Wing Ho, the husband did not sign the permanent streamline loan modification agreement. (5) Wells Fargo Bank received quitclaim deed that Karen Yeh Ho’s name is the only name on the deed. (6) Karen Yeh Ho did not provide her marital status. (7) After the rejection, deleted, refused her payments Karen Yeh Ho was offer another loan modification package that she refused to apply. (8) Karen Yeh Ho’s permanent streamline loan modification agreement was deleted for these reason.

There was no offer of explanation or insisted on because of homestead law that Wells Fargo Bank, N.A. needs to complied or Wells Fargo Bank will break the law.

Wells Fargo’s unweaving demanded the borrower’s husband; Wing Ho’s must sign the Permanent Streamline Loan Modification Document Agreement or Karen Yeh Ho will not have her permanent streamline loan modification agreement at closing. There was never any explanation for the unlawful demand for his signature on a mortgage for a house he does not own. There was only phone calls notice of demands that has nothing to do with bank receiving monthly payments for interest and principal on time.

The 11th Circuit Court’s opinion was a shock to me when the “homestead” was used for explanation for Wells Fargo’s demand for:

“We received a Quit Claim Deed but also needed a divorce decree.

Signed redrafted modification documents or original modification documents signed by both you and Wing Kei Ho.

Your marital status.”

(See Special Appendix 4 page 2).

That 11th Circuit Court of Appeal’s opinion on Wells Fargo’s demand for the list above is not a discrimination under ECOA. (Appendix A page 7)

“Homestead” was not in Wells Fargo Bank’s answer brief. So how can I have reply brief on the issue of “homestead law”

If I only knew that 11th circuit Court of Appeal will use “homestead” as the rational reasoning for 11th Circuit opinion on *Yeh Ho v. Wells Fargo Bank*’s Equal Credit Opportunity Act’s discrimination based on sex, and marital status I would use Florida Statutes Section 732.702(1) as defense in my argument that since Wing Ho, my husband willingly to give me 100% of my property back to me than it is not a homestead property and never was a homestead property. To apply for the approval as homestead property is a long process. Every single homeowner and every married couple are entitled to only one homestead property. Homestead property not a right and is not given automatically but homeowners have to earn the right to claim their property is a homestead property. The right to claim the homeowners property is homestead must go through a long check list approval by Palm Beach County Property Appraisal office. There is even rejection of application for homestead and

require appeal. That is the reason that Wells Fargo can not and did not use the homestead as their argument for their defense and reason for denial, rejected my permanent streamline loan modification agreement as soon as they received the number five(5th) monthly payment in January 2, 2014.

Florida Statutes Section 732.702(1) provided:

“The rights of a surviving spouse to ... Homestead ... may be waived wholly or partly, before or after marriage, by a written contract, agreement, or waiver, signed by the waiving party in the presence of two subscribing witnesses....”

As Wells Fargo acknowledge and admitted in their own affidavit, court record, court trial transcript that Wing Ho's requested for quitclaim deed to remove his name from the title to his wife, Karen Yeh Ho's house. By doing so he has waived his right to the homestead property right if the issue regarding homestead was ever raised that will be waived.

I did not even have a chance to defend myself in the brief because I did not know that is the reason for Wells Fargo Bank's unreasonable, irrational, arbitrary demand for a husband's signature in order to finalized a permanent streamline loan modification document. That is a violation of 14th U.S. Amendment of Equal treatment of the law, and due process and the 5th Amendment of due process.

II Intervening circumstances of substantial or controlling effect:

CFPB's Statement of Interest of The Consumer Financial Protection Bureau in Support

of Plaintiffs case no: 9:22-cv-81883-RAR. In the United States District Court For the Southern District of Florida West Palm Beach Division. Federal District Court dated filed April 14, 2023 Document 58-1 total pages 12 pages.

Roberson v. Health Career Institute LLC
(cfpb.gov/compliance/amicus/briefs/Roberson-v-health-career-institute-llc/)

“This Bureau filed a Statement of Interest (amicus brief) in U.S. District Court of the Southern District of Florida addressing the Equal Credit Opportunity Act’s prohibition of discriminatory targeting, the act or practice of directing unfair or predatory products or practices at people on a prohibited basis.

Regulation B (CFPB.GOV/COMPLIANCE/AMICUS/BRIEFS/?TOPICS=REGULATION-B)

EQUAL CREDIT OPPORTUNITY ACT
(CFPB.GOV/COMPLIANCE/AMICUS/BRIEFS/?TOPICS=EQUAL-CREDIT-OPPORTUNITY-ACT)

STUDENT LOANS (CFPB.GOV/COMPLIANCE/AMICUS/BRIEFS/?TOPICS=STUDENT-LOANS)”

Statement of Interest of the Consumer Financial Protection Bureau in Support of Plaintiff of Case

9:22-cv-81881-RAR Document 58-1 Entered on FLSD
Docket 04/14/2023 Page 2 of 12 state: (see Special
Appendix 3)

“One form of discrimination prohibited under ECOA is discriminatory targeting (also called “reverse redlining” or “target predatory lending”). Discriminatory targeting is the act of targeting unfair or predatory lending acts or practices to certain groups on a prohibited basis, which may be proven through either intentional targeting or disparate impact. While the acts underlying a discriminatory targeting claim are varied, courts have recognized such claims when creditors target, on a prohibited basis, predatory lending acts or practices such as equity-stripping, issuing loans that are designed to fail, bait-and-switching, churning through foreclosures or repossessions, and misrepresenting costs to induce credit applications.” (see Special Appendix 3)

“Conclusion:

To the extent the court reaches these legal issues, it should hold that: (1) to state a claim under ECOA, a plaintiff need not allege the elements of a prima facie case, which is an evidentiary standard and not a pleading requirement, and instead need allege only enough facts to suggest that defendants discriminated on a prohibited basis with respect to any aspect of a credit transaction; and (2) ECOA’s prohibition on discrimination “with respect to any aspect

of a credit transaction” extends to discrimination beyond the four corners of the loan contract.”

After I paid January 2014, December 2013, November 2013, October 2013, September 2013 monthly payments on time then Wells Fargo Bank decided to remove my permanent streamline loan modification agreement, a contract on January 13, 2014. (see Special Appendix 5 “affidavit”)

(see Special Appendix 4 “Denial Letter”) On December 14, 2014, a year after receiving permanent streamline loan modification agreement package and cashed my check in January 2, 2014, then to inform me in writing that because I did not have my husband’s signature on the permanent streamline loan modification agreement therefore the permanent streamline loan modification is incomplete. December 14, 2014 was after the foreclosure and taken my house from me to prevent me, the borrower from repaying the loan! Wells Fargo Bank’s intention was using she did not have her husband’s signature to prevent me, a woman and being a married woman from having her own house. The intention was using conditions that is arbitrary to create barrier for me to obtain credit for my house. That has nothing to do with whether I will pay off my permanent streamline modified loan in full by myself and making monthly payment on time by myself. The permanent streamline loan modification agreement required only acceptable house value and continue to make payment on time, which I did, for approval and want to make payments in full

and making payments on time. (See Appendix 4 “Denial letter”)

After rejecting my on time monthly payments starting February 1, 2014 and deleted my permanent streamline loan modification agreement so I cannot make payments then offer new loan modification agreement that required to pay thousands of dollar in fees. Wells Fargo Bank offer to me as they stated in the trial and court affidavit and in denial letter that a new application was offer to me with many conditions for approval for a new loan. The new loan application as stated in 12/14/2014 “denial letter” for new approval will require new full application and also required my husband to join in as an applicant and his name on mortgage so he will be on the deed to my house. The denial of my permanent streamline loan modification is arbitrary that loan was approved but at the closing loan was refused for reason that Wing Kei Ho did not sign the mortgage document for a house he did not own. There is no explanation for require “Your Marital Status” and “We received a quitclaim deed but also needed a divorce decree.” Then there is no offer of reason that Wing Kei Ho must sign the mortgage document and he must apply for a new loan. If the unconditional approval for permanent streamline loan modification will not close the loan what will happened with the many conditions for approval and I have to pay thousands of dollar in fees for a new brand-new loan. This is arbitrary.

This is parallel to the Roberson case where the school set up arbitrary barrier and moving targets to

prevent the students' advancement by preventing them to take the RN certification examination so the target students would have to borrow money to take more classes thinking if they take more classes that they can graduate and able to take RN certification examination. The school thus continue to keep the students enrolled and continue to take up school loans which put these targeted students into more debt without getting a college degree to sit for an RN license test.

Wells Fargo Bank, N.A.'s own admission on the record, affidavit, evidences and court transcript that phone calls and notice to apply for new loan was sent to me because the permanent streamline loan modification was deleted. To me that is intend to intimidation, threaten, and harassed me to have me to force my husband to sign a permanent streamline loan modification document agreement on a house that he is no longer on the deed or own. After I paid for the stamp tax on my house when my husband waive his right to my real estate property. (see Special Appendix 2, 4, 5)

(see Appendix A) Why would the 11th Circuit Court offer the explanation for Wells Fargo's unweaving demand to have a husband's signature on the permanent streamline loan modification agreement as an "HOMESTEAD LAW" that was never explain by Wells Fargo Bank, N.A. That is violation of my U.S. Constitution 5th Amendment due process and U.S. Constitution 14th Amendment due process and equal treatment of the law.

The opinion on Appendix A page 4 (reformatted rule 14) provide

“[I]ssues not briefed on appeal by a pro se litigant are deemed abandoned.” Timson v. Sampson, 518 F. 3d 870, 874 (11th Cir. 2008) (citation omitted); see also United States v. Campbell, 26 F. 4th 860, 873 (11th Cir. 2022) (en banc) (holding that issues not properly presented on appeal are deemed forfeited and will not be addressed absent extraordinary circumstance), cert. denied, 143 S. Ct. 95 (2022). “We have long held that an appellant abandons a claim when [s]he either makes only passing references to it or raises it in a perfunctory manner without supporting arguments and authority.” Sapuppo v. Allstate Floridian Ins. Co., 739 F.3d 678, 681 (11th Cir. 2014). Likewise, “[t]his Court has repeatedly held that an issue not raised in the district court and raised for the first time in an appeal will not be considered by this [C]ourt.” Access Now, Inc. v. SW. Airlines Co., 385 F.3d 1324, 1331 (11th Cir. 2004) (quotation marks omitted).”

This is great public importance is that there is no court records based on “homestead laws” and the court trial transcript. The 11th Circuit Court did not follow their precedent opinion in Karen Yeh Ho v. Wells Fargo Bank, N.A. case number 22-11231 decided April 27, 2023. (Appendix A Page -7-).

This issue is Karen Yeh Ho just like those students who are willing to paid their student loan but was prevented from paying off their loans due to arbitrary obstacles to prevent them from paying. Wells Fargo Bank prevent Karen Yeh Ho from paying her monthly mortgage payments and when she has the ability to pay off mortgage in full as in this case by demanding her husband must sign the mortgage agreement when he is not on the deed. Therefore, it is arbitrary and is discrimination against her as woman, and a married woman.

If this Honorable Court decided to hear ECOA violation based on sex, and marital status I would not mind to have a court appoint an attorney or law firm to represent me in this case for oral argument.

The reason I cannot find any attorney who has understanding in the subject matter beside the Consumer Financial Protection Bureau.

CONCLUSION

For the above reasons, Karen Yeh Ho, petitioner, pro se, respectfully request that this Honorable Court grant this Petition for Rearing for GRANTING of writ of Certiorari and or this Honorable Court deem fair and just.

Respectfully submitted by:

 /

Karen C. Yeh Ho, Pro Se
Petitioner, Appellant, Plaintiff
(561)460-1989 email: KCHYH4@GMAIL.COM

CASE NO: 23-383

**IN THE SUPREME COURT OF
THE UNITED STATES**

**KAREN C. YEH HO,
Petitioner
Versus
WELLS FARGO BANK, N.A.
Respondent**

**CERTIFICATE OF GOOD FAITH
AND NOT FOR DELAY**

I HEREBY CERTIFY that, on December 7th, 2023.
Under the penalty of perjury, the statements made is
to the best of my knowledge, and believe. This
MOTION FOR REHEARING is presented in good
faith and not for delay.

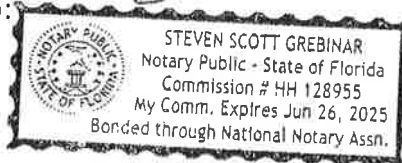
Respectfully submitted by:

[Signature] / Date: 12/7/2023
Karen C. Yeh Ho, Petitioner, Pro Se.
9174 Chianti Court, Boynton Beach, FL 33472
(561)460-1989 email: kchyh4@gmail.com
State of Florida
Palm Beach County

Karen Ching Hsien Yeh Ho, personally appeared
Sworn and subscribed before me this 7 day of
Dec, 2023.

Notary Public: [Signature]

Notary Stamp:



Filer
JD

CASE NO: 23-383

**IN THE SUPREME COURT
OF THE UNITED STATES**

**KAREN C. YEH HO,
Petitioner
Versus
WELLS FARGO BANK, N.A.
Respondent**

CERTIFICATE OF STATING
THAT MOTION FOR REHEARING FOR THE
GROUNDS ARE LIMITED TO INTERVENING CIR-
CUMSTANCES OF SUBSTANTIAL OR CONTROL-
LING EFFECT OR TO OTHER SUBSTANTIAL
GROUNDS NOT PREVIOUSLY PRESENTED.

This MOTION FOR REHEARING is presented in
good faith and not for delay.

Under the penalty of perjury, the certificate is to the
best of my knowledge and believe.

Respectfully submitted by:

[Signature] / Date: 12/22/2023

Karen C. Yeh Ho, Petitioner, Pro Se.

9174 Chianti Court, Boynton Beach, FL 33472

(561)460-1989 email: kchyh4@gmail.com

State of Florida

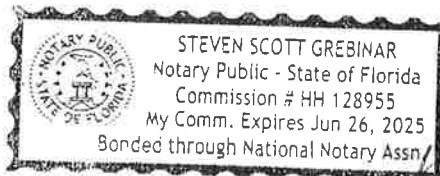
Palm Beach County

Karen Ching Hsien Yeh Ho, personally appeared

Sworn and subscribed before me this 22 day of
Dec, 2023.

Notary Public: [Signature]

Notary Stamp:



CASE NO: 23-383

**IN THE
SUPREME COURT OF THE
UNITED STATES**

**KAREN C. YEH HO,
PETITIONER
VERSUS
WELLS FARGO BANK, N.A.,
RESPONDENT**

**APPENDIX
PETITIONER'S
MOTION FOR REHEARING ECOA
GENDER AND MARITAL STATUS**

**TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT COURT
CASE NO: 22-11231-GG**

Respectfully submitted by:
KAREN C. YEH HO, PRO SE
Petitioner, Appellant, Plaintiff
9174 Chianti court
Boynton Beach, FL 33472
(561)460-1989
Kchyh4@gmail.com

TABLE OF APPENDICES

-1-

Appendix AApp-1

Opinion and Order of the United States Court of Appeals for the Eleventh Circuit, *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.* [22-11231] (04/27/2023). Honorable Judges Newsom, Grant, and Anderson (Circuit Judges). {Do not Publish]

Appendix BApp-10

Opinion and Order of the United States Court of Appeals for the Eleventh Circuit, *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.* [17-11918] (06/21/2018). Honorable Judges Marcus, Martin and Rosenbaum, Circuit Judges. [Do not Publish]

Appendix CApp-24

Opinion and Order of the United States District Court Southern District of Florida, *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.* [9:15-81522-CIV-MARRA] (March 19, 2022) Honorable Judge Kenneth A. Marra.

Appendix DApp-34

Opinion and Order of the United States District Court Southern District of Florida, *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.* [9:15-81522-CIV-MARRA] (February 19, 2020) Honorable Judge Kenneth A

TABLE OF APPENDICES

-2-

Appendix E App-63

Opinion and Order of the Supreme Court of Florida *Smith v. Martin*, 1986 So. 2d 16 – Fla. Supreme Court 1966. Case No. 33997. March 2, 1966 Rehearing Denied April 13, 1966. Honorable Justice Thomas, Thornal, C.J., Roberts and O’Connell, JJ., Mason, Circuit Judge, Concur.

Appendix F App-69

RL Regi North Carolina, LLC v. Lighthouse Cove, LLC, 762 S.E.2D 188 (N.C. 2014) 367 N.C. 425 Decided August 20, 2014.

Appendix G App-79

PNC Bank, N.A. v. Sanford Miller, Mary Kelly Miller, case 6:13-cv-208-Ori-36DAB, Document 21, Decided 06/06/2013.

Appendix H..... App 83

Nowlin v. Nationstar Mortgage, LLC, 193 So.3d 1043 (Fla. Dist. Ct. App. 2016) Decided June 10, 2016. Case number 2D15-331

Appendix I..... App 91

Carol c. Evans v. Centralfed Mortgage Co., 815 F.2d 348 (1987) Decided April 29, 1987.

Appendix J	App 102
Relevant Constitutional Provisions & Statutes	
Florida Constitution Article X, Section 4	App 103
U.S. Constitution Article I Section 10	App 102
U.S. Constitution Amend IV	App. 103
U.S. Constitution Amend V	App. 102
U.S. Constitution Amend VII	App 102
U.S. Constitution Amend VIII	App 102
42 U.S.C. § 1983	App 105
Florida Statutes Section 708.08	App 104
Florida Statutes Section 732.702(1)	App- 103
15 U.S.C. § 1691	App 105
15 U.S.C. § 1691 a(b)	App 105
15 U.S.C. § 1691 a(d)	App 106
15 U.S.C. § 1691 (b)(1)	App 106
15 U.S.C. § 1691 d(a)	App 106
15 U.S.C. § 1691 d(c)	App 107
12 C.F.R. § 202.7 (d)(1)	App 107
12 C.F.R. § 202.7 (4)	App 108
SPECIAL APPENDIX COURT ORDER ON	
REHEARING JUNE 15, 2023 [Doc 30-2]	Special

SPECIAL APPENDIX 2

Official Federal Reporter Transcript 5/4/2022

Motion for Rehearing Appendix page 3-84

SPECIAL APPENDIX 3

**CFPB BRIEF ON STATEMENT OF INTEREST OF
THE CONSUMER FINANCIAL PROTECTION
BUREAU IN SUPPORT OF PLAINTIFFS**

CASE NUMBER 9:22-cv-81883-RAR

Motion for Rehearing Appendix page 1-15

SPECIAL APPENDIX 4

December 17, 2014 “Denial Letter”

Trial Exhibit E [Doc. 72]

page 1-4

SPECIAL APPENDIX 5

Brandon McNeal Vice President Loan

Documentation Wells Fargo Bank “Declaration in support of summary judgment”, “Wells Fargo received the Modification Agreement ...on December 6, 2013”

page 1-5

SPECIAL APPENDIX 6

“Consent Foreclosure Judgment” Without Karen Yeh Ho’s knowledge, consent and signature

page 1-5

SPECIAL APPENDIX 7

“Final Judgment” based on fraudulent “Consent Foreclosure Judgment” without Karen Yeh Ho’s Knowledge, consent, and signature

page 1-8

SPECIAL APPENDIX 8

January 13, 2014 “..We have not received your signed modification agreement”

page 1-5

SPECIAL APPENDIX 9

Karen Yeh Ho, Petitioner filed “Motion to dismiss acceptance of a loan modification”

page 1-2

SPECIAL APPENDIX 10

“Motion to strike defendant Karen Yeh Ho’s Motion to dismiss”, “Defendant has now filed a second Motion to Dismiss alleging the Defendant has accepted a loan modification.”

page 1-3

1
SPECIAL APPENDIX 1

Reformat Rule 14

UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 22-11231

KAREN C. YEH HO,
Plaintiff-Appellant,
Versus
WELLS FARGO BANK, N.A.,
Defendant-Appellee.

Filed date: June 15, 2023

[Document 30-2]

ON PETITION(S) FOR REHEARING AND
PETITION(S) FOR REHEATING EN BANC

Honorable Judges Newsom, Grant and Anderson
(Circuit Judges)

Appeal from the United States District court for the
Southern District of Florida
D.C. Docket No. 9:15-cv-81522-KAM

SPECIAL APPENDIX 1

ORDER OF THE COURT

Before NEWSOM, GRANT, and ANDERSON,
Circuit Judges.
PER CURIAM:

The Petition for Rehearing En Banc is DENIED, no judge in regular active service on the Court having requested that the Court be polled on rehearing en banc. FRAP 35. The Petition for Rehearing EN BANC is also treated as a Petition for Rehearing before the panel and is DENIED. FRAP 35, IOP 2.

1 Special Appendix Official Federal Reporter
2 Transcript
3 CASE 9:15-CV-81522-KAM
4 Document 167
5 Entered on FLSD Docket 05/04/2022
6 Original Total Pages 122
7 Reformatted to comply with Rule 14
8 Reformatted total pages without index 84 pages
9
10
11

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF FLORIDA
14 WEST PALM BEACH DIVISION
15 CASE NO. 15-CV-81522-Marra
16

17 **KAREN C. YEH HO,**
18 Plaintiff West Palm Beach,
19 Florida
20

21 VS. March 14, 2022
22

23 **WELLS FARGO BANK N.A.,**
24 Defendant
25

26 NON-JURY TRIAL PROCEEDINGS
27 BEFORE THE HONORABLE KENNETH A. MARRA
28 UNITED STATES DISTRICT JUDGE
29 Special Appendix Official Federal Reporter
30 Transcript
31
32
33

1 APPEARANCES:
2 FOR THE PLAINTIFF: **KAREN C. YEH HO**
3 9174 Chianti Court
4 Boynton Beach, FL 33472
5 Pro Se
6 FOR THE DEFENDANT: **EMILY Y. ROTTMANN,**
7 **ESQ.**
8 **SARA F. HOLLADAY, ESQ.**
9 McGuire Woods
10 50 N. Laura Street
11 Suite 3300
12 Jacksonville, FL 32201
13 904-798-3207
14 COURT REPORTER: PAULINE A. STIPES
15 OFFICIAL FEDERAL RE-
16 PORTER
17 HON. ROBIN L. ROSEN-
18 BERG
19 561-803-3434

20 INDEX

21 <u>WING HO</u>	
22 Direct Examination by Ms. Yeh Ho	Page 20
23 Cross Examination by Ms. Holladay	Page 38
24 Redirect Examination by Ms. Yeh Ho	Page 43
25 <u>KAREN YEH HO</u>	
26 Direct Examination	Page 48
27 Cross Examination by Ms. Holladay	Page 54
28 <u>PHILIP CARGIOLI</u>	
29 Direct Examination by Ms. Rottmann	Page 69
30 Cross Examination by Ms. Yeh Ho	Page 85

31 EXHIBITS

32		
33		Received
34 Plaintiff Exhibit 9		Page 68
35 Defense Exhibits 1-53, 55, 58-61		Page 6
36		

1 **THE COURT:** Good morning, everyone, please be seated.
2 Okay, we are here in the case of Karen Yeh Ho – is that how
3 you pronounce your name?

4 **MS. YEH HO:** Yes, your Honor.

5 **THE COURT:** -- versus Wells Fargo, Case Number 15-CIV-
6 81522-Marra. Ms. Yeh Ho, you are representing yourself, cor-
7 rect?

8 **Ms. YEH HO:** Yes, your Honor.

9 **THE COURT:** Good morning. Could I have counsel for
10 Wells Fargo state your appearance, please.

11 **MS. ROTTMANN:** Good morning, your Honor, Emily Rott-
12 mann with McGuire Woods for Wells Fargo, and also with me
13 is Sara Holladay.

14 **THE COURT:** Good morning.

15 **MS. HOLLADAY:** Good morning.

16 **THE COURT:** We are here to try the remaining issue in this
17 case, it is a very discrete limited issue as to whether or not
18 Wells Fargo violated the Equal Credit Opportunity Act by fail-
19 ing to timely notify Ms. Yeh Ho of her application, or her mod-
20 ification agreement was incomplete. I know Defense doesn't
21 believe there was an application for credit, but that is – we will
22 deal with that after all the evidence is presented and legal ar-
23 guments presented. So, that is the very limited issue that we
24 are dealing with, Ms. Yeh Ho. So, are you ready to proceed,
25 ma'am?

26 **MS. YEH HO:** Yes, your Honor.

27 **THE COURT:** Okay. Defense is ready?

28 **MS. ROTTMANN:** Yes, your Honor, We do have couple of
29 preliminary matters concerning trial exhibits. I believe Ms.
30 Yeh Ho has stipulated to all of Defense exhibits except for Ex-
31 hibits 54, 56, and 57, which relate to some criminal proceed-
32 ings involving Ms. Yeh Ho, but I believe she has stipulated to
33 all of the other ones at this time.

34 **THE COURT:** Is that correct, Ms. Yeh Ho?

35 **MS. YEH HO:** The criminal proceeding – may I take off the
36 mask?

1 **THE COURT:** Let's try with the masks, and if the court re-
2 porter is unable to hear or I am unable to hear, then I will ask
3 you to remove it. Defense is telling me that they have a num-
4 ber of exhibits that they intend to present and you've agreed to
5 all of them except for three.

6 **MS. HOLLADAY:** That is correct, your Honor.

7 **THE COURT:** Is that correct, other than the three relating to
8 a criminal proceeding that you were involved in, do you agree
9 that all those other exhibits should be admitted:

10 **MS. YEH HO:** Yes, and I stipulate that it was prejudice
11 against me because the current issue is about my inheritance.

12 **THE COURT:** Take your mask off because I am having trou-
13 ble understanding you. Lift that microphone up a little bit so
14 we can hear you better.

15 **MS. YEH HO:** It is prejudice against me.

16 **THE COURT:** What is prejudice against you?

17 **MS. YEH HO:** They are showing the criminal action without

18 **THE COURT:** Forget about that for now. I am just talking
19 about the ones that you don't object to.

20 **MS. YEH HO:** I do not object to all the exhibits except she
21 file a motion for limited on my punitive damages ---

22 **THE COURT:** Ma'am, on thing at a time, one thing at time.
23 The question is, as to the Defense exhibits, other than the three
24 -- the three relating to her criminal proceedings?

25 **MS. HOLLADAY:** That is correct, your Honor.

26 **THE COURT:** Other than the three that relate to your crimi-
27 nal case, forget about those now, do you have any objection to
28 the other documents that they want to presents in evidence?

29 **MS. YEH HO:** I do not object, your Honor.

30 **THE COURT:** What are the numbers at those exhibits?

31 **MS. HOLLADAY:** Thank you, your Honor. The exhibits that
32 are no ---

33 **THE COURT:** Not the ones that are not admitted, the ones
34 that are admitted.

35 **MS. HOLLADAY:** Defendant's Exhibits 1 THROUGH 53,
36 55, AND THEN 58 THROUGH 61.

1 **THE COURT:** Those are the ones to which she has no objec-
2 tion?

3 **MS. HOLLADAY:** That is correct, your Honor.

4 **THE COURT:** Okay, All of those exhibits will be admitted
5 without objection. 1 through 53, 55, 58 through 61 are admit-
6 ted without objection.

7 **THE COURT:** Was there any other preliminary matter you
8 wanted to talk about?

9 **MS. HOLLADAY:** Yes, your Honor. At this time we would
10 invoke Federal Rule of Evidence 615, and ask that Mr. Wing
11 Kei Ho be sequestered.

12 **THE COURT:** Okay. Is that your husband?

13 **MR. HO:** Yes, your Honor, my name is Wing Ho.

14 **THE COURT:** Is he going to be a witness, Ms. Yeh Ho?

15 **MS. YEH HO:** Yes, your Honor, he will be the witness to
16 testify that ---

17 **THE COURT:** I just want to know if he is going to be a wit-
18 ness.

19 **MS. YEH HO:** Yes, he will.

20 **THE COURT:** He has to wait outside until he testifies.

21 Sir, can you wait outside? There should be a room across the
22 hall, it should be open. Wait in the room across the hall, and
23 when you are ready to testify we will call you in, okay?

24 **MR. HO:** Yes.

25 **THE COURT:** Thank you, sir.

26 **MS. YEH HO:** Yes, your Honor.

27 **MS. HOLLADAY:** Lastly, your Honor, we filed a number of
28 motions in limine.

29 **THE COURT:** I don't want to deal with those now.

30 **MS. HOLLADAY:** Okay.

31 **THE COURT:** Ma'am, I don't know how familiar you are
32 with trials, but you have an opportunity to make what is called
33 an opening statement before we get to the testimony and the
34 evidence. Do you want to give me an opening statement to
35 explain to me what you think you are going to be able to prove
36 today?

1 **MS. YEH HO:** Yes, your Honor.

2 **THE COURT:** Okay. Do you want to do it from there or
3 come up to this lectern? Whatever is easier for you. The Court
4 Reporter will be able to hear you better from there.

5 **MS. YEH HO:** My name is Karen C. Yeh Ho, I am the Plain-
6 tiff, I am also the appellant, and I am also the pro se. When I
7 purchased my house at 8038 Tangelo Drive in Boynton Beach,
8 Florida 33426, I took out a loan with AmTrust Bank. AmTrust
9 Bank issue a mortgage to me, later on was transferred to Wells
10 Fargo Bank. I was making payment on time every month. Un-
11 bekownst to me that Wells Fargo – the fact I would have to
12 demonstrate through the exhibit is that they have put my mort-
13 gage into what is called suspended pending account.

14 **THE COURT:** Suspended pending accounts?

15 **MS. YEH HO:** Yes. That means it is not credit into my
16 monthly payment as though I had never paid, but I do pay.
17 They also recognize that I paid, so that is the fact I will prove
18 to using the exhibit.

19 **THE COURT:** Can I interrupt you for a second?

20 **MS. YEH HO:** Yes.

21 **THE COURT:** I want to make sure you understand we are not
22 here about the foreclosure, that is over.

23 **MS. YEH HO:** Yes. Those are considered moot. So, we go-
24 ing to – I would demonstrate the fact that in November 2013,
25 Fannie Mae mortgage, Federal National Mortgage Associa-
26 tion, in November 2013, had approved my permanent loan
27 modification, which is called settlement. The agreement is
28 very, very clear, it says mortgage agreement. I completed, I
29 sent it in, I made my payment, I accept the offer by signing the
30 contract. After that, Wells Fargo Bank still continue with the
31 foreclosure, still sending me letters, still calling me on the
32 phone, and I keep reply that I do have the mortgage modifica-
33 tion settlement, please do not call, and hung up, and also
34 showed that in the exhibit. When – at the time that they called
35 me personally at home I have law firm representing me called

1 Ice Legal. I was making payment, a lot of money, in addition
2 to my monthly payment that I had to pay to Wells Fargo Bank.
3 Ice Legal did not do anything, even though I gave them my
4 package, settlement package. They didn't do anything, what
5 they said to me was, they are going to foreclosed anyway, and
6 I say, well, I have to submit it, and the deadline was approach-
7 ing, so I submit it anyway. It said within 14 days I need to
8 have this in their office, so I did.

9 I look at the day it was posted, November 25th, they say they
10 sent it out. I received it by November 30th, so I only have a
11 few days. They say have to wait for notary. To me, notary is
12 notary. I went to my notary and have them sign, notarized the
13 document, send it back in the package, Federal Express pack-
14 age. They acknowledge in the fact that they demonstrate
15 through their own exhibit that they did receive the package,
16 and they accept my mortgage payment for December.

17 So, I though everything was fine, so I went to Ice Legal, I said
18 please withdrew, we have permanent loan modification, we
19 have settlement. They withdraw their service in December
20 2013.

21 I notified the attorney that was there representing Wells Fargo
22 Bank, I said I have permanent loan modification, please dis-
23 miss the disclosure action, let me continue to make my pay-
24 ment. He smiled; he went to the judge of Fteal. F-T-E-A-L,
25 and told him, and they just smile and everybody went away.

26 Then January, I made my payment, no problem. Wells Fargo
27 Bank accepted payment. February 1st, I make the payment,
28 they reject the payment. February 1st, February 2nd, February
29 3rd, those are on the recording at the branch office, and I was
30 very, very concerned. I spoke to the branch manager, they
31 made phone call, the cashier made phone call. Everybody was
32 trying to help me at the branch. No, nothing.

33 I will show you through the exhibit that they denied my loan
34 modification, my loan modification payment. They denied
35 that I have a settlement agreement. So, it was the contract,

1 they don't want me to pay, they want to foreclose on my prop-
2 erty.

3 As for the Government, it is very important, the Government
4 supposed to receive the full amount of payment from me, and
5 I agreed to that because when I signed the mortgage I agreed
6 to that. I made my full payment on time, and Fannie Mae or
7 any investors would receive the full amount of mortgage plus
8 the interest. No. They decide – Wells Fargo Bank decide
9 through their action by foreclosing the property and only re-
10 ceive 250,100 for the property, and the property is appreciat-
11 ing.

12 I understand that because I am a licensed real estate broker, I
13 am an accountant, I am also an EDT auditor and also a licensed
14 community association manager, and I'm also licensed school
15 math, science teacher, fifth grade to ninth grade, and also
16 ESO endorsed, and I also attend nursing school to take care of
17 my parents.

18 So, those are the issue that I am very, very concerned.

19 I am making payment on time, my payment was rejected by
20 putting in pending account, then come with the fore-
21 closure. Fine, we say moot, we do a settlement, and
22 then they decided that, whatever the reason, they re-
23 ject Fannie Mae's approval or my streamline loan
24 modification.

25 They are the servicer, they supposed to service my
26 loan, they are supposed to take the money and send it
27 to Fannie Mae so nobody lose. It is a win/win situa-
28 tion. Now Fannie Mae lose, I lose, and Wells Fargo
29 Won.

30 So, through the exhibits – through the exhibits, I will
31 demonstrate all that, and showing that they are very
32 malice toward me, irresponsible toward me, and it's
33 just incomprehensible malice, just constantly calling
34 me, and every time call me, I say I have settlement, I

1 have permanent loan modification, and hang up.
2 They deny that, I do not understand why.

3 Then, the attorney that I spoke to December 2013,
4 that attorney drop out. They have a new attorney that
5 is not even attorney of the record show up. I keep tell-
6 ing him, and he shook his head and smile.

7 **THE COURT:** Okay, ma'am, if I can interrupt you.
8 Did you pretty much finish with your story?

9 **MS. YEH HO:** Yes. In conclusion, I would say I did
10 have a loan modification because Fannie Mae ap-
11 proved. Wells Fargo deny it, and I – I am the one who
12 is supposed to make payment approve. So we have
13 offer, acceptance, and consideration, and they deny
14 me because they were against me because I am a
15 woman. I am a woman, they don't believe that I can
16 make payments on time. They do not understand the
17 history that I am a I don't want to say wealthy, but I
18 am not poor. I don not depend on my husband because
19 I have my own career. I have been accountant work-
20 ing in Wall Street. I have been an accountant working
21 on Park Avenue preparing income tax, estate plan for
22 very, very wealthy people. I am a very competent
23 woman and I want to make my mortgage on time, pay-
24 ment in full. There was no default, but that is moot,
25 so.

26 **THE COURT:** All right. So, you said quite a bit about
27 the history of your relationship with Wells Fargo, but
28 I don't know if you remember that I issued an order
29 back in February of -- two years ago.

30 **MS. YEH HO:** Long time, we have been at this for a
31 long time, and all they have to do is say omission of
32 error, that is it.

33 **THE COURT:** But in my order over two years ago
34 now – because of the pandemic this was postponed for
35 a significant period of time, and you also were –

1 **MS. YEH HO:** Incarcerated,

2 **THE COURT:** Incarcerated, so that delayed things as
3 well. In my order I said there was really only one is-
4 sue left for you to be able to pursue, and that was
5 whether or not Wells Fargo violated your rights under
6 the Equal Credit Opportunity Act by not notifying you
7 that your application for the modification agreement
8 was incomplete because you did not have your hus-
9 band's signature on the modification agreement.

10 So that was – the only issue is whether they gave you
11 proper notice of that deficiency or not.

12 So, are you going to be able to tell me anything about
13 that issue? That is the only issue we have to deal with
14 today.

15 **MS. YEH HO:** Exactly, that is the issue. Since I have
16 a settlement agreement, Fannie Mae already ap-
17 proved my mortgage, permanent loan modification,
18 they should accept the fact that I have settlement, but
19 instead they complain that application is incomplete
20 when the investor already say it is complete, she is
21 ready to go. There is no problem.

22 **THE COURT:** Okay, So, are you – did they notify you
23 of the fact that it was incomplete and you just disagree
24 with them, or did they never notify you of that?

25 **MS. YEH HO:** They notify me and say I need to have
26 Wing Ho sign, and I disagree that Wing Ho need to
27 sign because he had quitclaim the property to me, and
28 I had to pay for the stamp. It is all done.

29 **THE COURT:** Okay.

30 **MS. YEH HO:** So the property application was com-
31 plete because I am the only one who is on the promis-
32 sory note, I am supposed to be the only one whose
33 name is supposed to be on the mortgage. If in case,
34 for whatever the reason, Wells Fargo Bank decide to
35 foreclose on me, then they can only foreclose on half

1 the house because Wing did not – is not the promis-
2 sory note. So, as a licensed real estate broker, and
3 also licensed community association manger, and also
4 accountant, and also an electronic data proceeding au-
5 ditor, that is incorrectly done. Mortgage and promis-
6 sory note has to match, one name on the promissory
7 note, one name on the mortgage. They decide to make
8 their own law. I cannot help that.

9 **THE COURT:** I am not sure you are correct about
10 that, but we will talk about that later. All right.
11 So, did you give me your summary of what your are
12 going to be able to prove today?

13 **MS. YEH HO:** Yes, they are prejudice against me be-
14 cause I am a woman.

15 **THE COURT:** Okay. Thank you.

16 **MS. YEH HO:** Thank you, your Honor.

17 **THE COURT:** Thank you. Let me hear from Defense
18 counsel.

19 **MS. HOLLADAY:** Thank you. May I sit so that I can
20 do the PowerPoint presentation?

21 **THE COURT:** Yes, and you can remove your mask if
22 it makes it easier for you. I'm sorry, your name again?

23 **MS. HOLLADAY:** Sara Holladay.

24 **THE COURT:** Holladay.

25 **MS. HOLLADAY:** I will probably skip through a few
26 slides because your Honor knows this case very well.
27 As you pointed out, your honor, there are really only
28 two reaming issue – or one remaining issue in this
29 case, which is, was there a timely notice if it was re-
30 quired.

31 I know Ms. Yeh Ho disputes the requirement for her
32 husband to sign. Your Honor has basically already
33 determined that at summary judgment, it was proper
34 and not discriminatory for Wells Fargo to require the
35 signature given that he was also on the mortgage and

1 they were married, and there is no evidence they were
2 ever divorced.

3 Here is the timeline that we think is the pertinent pe-
4 riod of time for the narrow issue that we are here on
5 today.

6 There was an offer for a streamline loan modification
7 contingent on three trial payments. This was without
8 any documentation required, there was no credit wor-
9 thiness that needed to be considered. As you will hear
10 from our witness today, it was based solely on the
11 value of the property, and she was eligible.

12 So, there was then a period of time where she needed
13 to make three trial plan payments. She did make
14 those, they were not necessarily timely, but Wells
15 Fargo accepted them as timely regardless.

16 Once Wells Fargo obtained the final TPP payment on
17 October 21, 2013, they did a quick review to make sure
18 that everything was in fact received as far as the pay-
19 ments go, and then there is a notation in Wells Fargo's
20 system that, yes, they approved it to move to the next
21 step on November 25, 2013, and that is when it was
22 kind of reapproved, so to speak, and then it moved
23 from that to essentially the closing process.

24 Wells Fargo, on November 26, 2013, sent Ms. Yeh Ho
25 the final modification documents for execution. On
26 December 6th, what Wells Fargo got back was a loan
27 modification agreement without Ms. Yeh Ho's hus-
28 band's signature, as your Honor knows.

29 For a period of time between the 9th and 26th of De-
30 cember, Wells Fargo tried to reach out to Ms. Yeh Ho
31 several times to discuss the loan modification issue in
32 the documents. They were finally able to have a sub-
33 stantive conversation on January 2nd of 2014. At that
34 time Ms. Yeh Ho was informed that her husband's sig-
35 nature was needed. She disagreed and hung up. 11

1 days later, Wells Fargo sent a followup letter saying
2 that the loan modification could not be completed
3 without the finalized documents signed by both par-
4 ties.

5 I would also note on here that there were two addi-
6 tional letters that were sent after January 13th, one on
7 January 14th, which said that because the final docu-
8 ments have not been received, the trial plan payments
9 would be applied as a regular payment and the loan
10 removed from modification.

11 On January 15th, there was another letter from the
12 home preservation specialist that had been assigned
13 to Ms. Yeh Ho again stating that the loan modification
14 process had failed and the foreclosure would continue.
15 So, it is Wells Fargo's position that there were numer-
16 ous notification to Ms. Yeh Ho within the statutory
17 time period if your Honor finds that there was an ap-
18 plication under the ECOA standard, and I known you
19 probably have reviewed our bench breach that we
20 filled.

21 It is Wells Fargo's position that there really was not
22 an application under ECOA because this was a unilat-
23 eral offer and Ms. Yeh Ho has basically admitted in
24 her complaint and various allegations that it was un-
25 solicited, no additional documents were required to
26 determine whether she was eligible, and therefore
27 there really wasn't a credit worthiness determination
28 for purposes of ECOA that would have triggered any
29 of notice requirements.

30 Regardless of that, if the trial payment plans were
31 considered the application process, the additional step
32 was needed, that was completed, everything was ap-
33 proved and she was sent the final documents that
34 were executed, and what really failed here was the
35 closing.

1 It is kind of like an if this, then that, nit it is Wells
2 Fargo's position that under any interpretation of the
3 facts here, which are really undisputed, we meet the
4 standard, because even if the loan modification and its
5 not being completely signed by both parties were still
6 part of the application process, the November 26th let-
7 ter saying here is what you have to do in order to fi-
8 nalize the loan modification, that in and of itself was
9 a notice of incompleteness under ECOA, if the a was
10 part of the application process.
11 Then, once we receive the incomplete loan modifica-
12 tion, we still have, again within the ECOA time pe-
13 riod, a verbal notification on January 2nd, and then a
14 timely written notification 11 days later.
15 So, under ECOA, you can give a verbal notification
16 within the 30 days, which was done here, and then you
17 can send a followup written notification and that com-
18 plies with ECOA.
19 It is our position – I will skip through a lot of these
20 slides. It is our position that, under any of the facts
21 here, Wells Fargo complied with ECOA. In any event,
22 even if there was some violation of ECOA here, there
23 certainly aren't any compensatory damages. The
24 damages claim under ECOA, and the case law is clear
25 on this, is limited to the period between when notice
26 should have been given and when it was actually
27 given.
28 Here we have a letter dated January 13TH, so even if
29 for some reason the oral notification to Ms. Yeh Ho
30 was insufficient, you are really only talking about, at
31 most, a seven-day delay. There is no evidence that
32 will be presented here today that is going to show that
33 there were any damages within that time period, and
34 certainly no mitigation by Ms. Yeh Ho to try to present
35 additional documents, a divorce decree or something

1 else that would have allowed Wells Fargo to take Ms.
2 Ho off of the mortgage.

3 As we submitted in our Motions in Limine, there is a
4 damages exhibits that we think is largely irrelevant
5 and seeks damages related to a whole host of RESPA
6 and other violations that are not a issue here in the
7 foreclosure. So, it is our position there aren't any ad-
8 missible damages, and any damages, at most, would
9 be limited to the seven days.

10 **THE COURT:** Thank you.

11 All right. Ms. Yeh Ho, what evidence or exhibits are
12 you trying to admit, and then what witnesses are you
13 intending to call?

14 **MS. YEH HO:** I would like to admit – may I call Ms.
15 Wing Ho as a witness?

16 **THE COURT:** Yes, you may.

17 **MS. YEH HO:** Thank you. Your Honor.

18 **THE COURT:** You can go get him, ask him to come
19 in.

20 **MS. YEH HO:** Thank you, sir.

21 **THE COURT:** Sir, raise your right hand, please.

22

23 **WING HO, PLAINTIFF'S WITNESS, SWORN**

24 **THE COURT:** Sir, you can take your mask off. If you
25 would try and pull that microphone close to you so we
26 can hear. The chair doesn't move, you have to pull the
27 microphone.

28 Tell us your name, and if you would spell your full
29 name, please, for us.

30 **THE WITNESS:** My name is Wing Ho, first name is
31 W-I-N-G, middle name is K-E-I, last name is Ho, H-O.

32 **THE COURT:** Thank you. You can take your mask
33 off also.

34 **MS. YEH HO:** My name is Karen Yeh Ho.

1 **THE COURT:** We know who you are. Ma'am, stay by
2 the microphone and ask him the questions you want
3 to ask him.

4 **DIRECT EXAMINATION**

5 **BY MS. YEH HO**

6 **Q.** I am going to ask you a few questions concerning
7 your affidavit.

8 **THE COURT:** Ma'am, why don't you just ask him
9 whatever it is you want to ask him.

10 **MS. YEH HO:** Yes.

11 **BY MS. YEH HO:**

12 **Q.** Was your name – did you buy the house at 8038
13 Tangelo Drive, Boynton Beach, Florida, 33436 some-
14 time in 2007, 2006, 2007?

15 **A.** Yes, I have.

16 **THE COURT:** I'm sorry, pull that microphone closer
17 to you, please. I'm sorry.

18 **THE WITNESS:** It is going to fall off.

19 **THE COURT:** The answer was, yes, you did buy that
20 property?

21 **THE WITNESS:** Yes.

22 **THE COURT:** Okay.

23 **Q.** Would you – was your name on the application
24 form to purchase the mortgage – to purchase the
25 house?

26 **A.** The original applications, I did not have my name
27 on it.

28 **Q.** Your name was not on the original application with
29 AmTrust Bank?

30 **A.** That is correct.

31 **Q.** Were you – do you know whether your wife have
32 the ability to pay the mortgage in full?

33 **A.** Yes. Yes, she has the ability to pay the mortgage
34 in full.

1 Q. Did you know your wife have inheritance money
2 coming in?

3 A. I do not know about the inheritance – yes I do not
4 know the detail of the inheritance money.

5 Q. In two –

6 A. But she alluded to that. The key is, there is a num-
7 ber of income sources that she has to be able to afford
8 the mortgage.

9 Q. All right.

10 THE COURT: Ma'am, could I ask you to make clear
11 that he is your husband?

12 MS. YEH HO: Yes. Wing Ho –

13 THE COURT: No. Ask him.

14 BY MS. YEH HO:

15 Q. Are you my husband?

16 A. Yes.

17 Q. For how many years?

18 A. Yes, we were married since 1985, so now it is 2000
19 – so it has been 37 years.

20 Q. Did your wife and you have separate properties?

21 A. Yes, we have many, many properties, some of them
22 in my name and she has some that are under her own
23 name.

24 Q. Does she have her own credit card?

25 A. She has her own credit card that she can handle
26 payments of various expenses.

27 Q. Does she have her own mortgage with other com-
28 panies, with other individuals?

29 A. Yes, she has.

30 Q. Does she work most of the time –

31 A. She –

32 Q. – as a professional, professional jobs?

33 A. Yes, she has the – a number of professional licenses
34 that enable her to work for a number of – for a number
35 of jobs, including – including the real estate license –

1 **THE COURT:** I am sorry?

2 **THE WITNESS:** Real estate agent's license.

3 **THE COURT:** real estate?

4 **THE WITNESS:** Yes, real estate broker license and
5 also community association management license.

6 **BY MS. YEH HO:**

7 **Q.** Before she marry you, did she own real estate prop-
8 erty?

9 **A.** Yes, she had acquired her own properties prior to
10 our marriage.

11 **Q.** Does she have the mortgage on that property?

12 **A.** Yes, she has the mortgage on the property that was
13 – that she owned before our marriage.

14 **Q.** Did she obtain her own credit for the mortgage on
15 that property?

16 **A.** She has – I am not sure what you mean by

17 **Q.** Well, it is her own mortgage – her name on her
18 mortgage, like Karen Yeh on the mortgage, Karen Yeh
19 on the condominium?

20 **A.** Yes, the mortgage is under her name by herself. At
21 this point – at that point we were not married, so I
22 wasn't part of any of the property and I was no party
23 of the application mortgage or anything related to
24 that particular property.

25 **Q.** Did your wife ask you to sign the 8038 Tangelo
26 Drive mortgage, the permanent loan modification?

27 **A.** The loan modification package came in, and the in-
28 formation there – because we saw the information
29 that was provide in the permanent loan modifications,
30 and it specifically has the note on the mortgage that
31 has Karen's name on it, so we – since – Karen was
32 originally applied for the loan applications, and then
33 she – then with the loan modification agreement that
34 we received, we though that would be the best for her,
35 just to continue to have the loan –

1 Q. Did you –

2 A. – modifications agreement in her name.

3 Q. I'm sorry for interrupting. Did you refuse to sign,
4 insist, refuse to sign?

5 A. I don't believe that my name should be on that, so
6 I did not sign it. I actually want to add something in
7 addition. I submitted – right around the same time,
8 we also obtained a loan modification agreement from
9 another properties, and in that properties, which is
10 part of my affidavit that I created – I mean the affida-
11 vit that was put together, and the information actu-
12 ally have a number of individual that was in that Loan
13 modifications agreement for that property, which is
14 not 8038 Tangelo Drive, it is a property also in
15 Boynton Beach and there was a number of original in
16 that loan modification agreement, which in that case
17 we have a situation where he was not – he was actually
18 out of state then, he is no longer residing in Palm
19 Beach. So, the loan modifications, when we submit
20 the paperwork and return the paperwork, we just
21 cross out his name.

22 So, analogous to that, I find out that Karen is intend-
23 ing to pay the mortgage and has the ability to pay the
24 mortgage, and on top of that, the original application
25 is in her name, and the note also under her name.

26 So, analogous to that, I find out that Karen is intend-
27 ing to pay the mortgage and has the ability to pay the
28 mortgage, and on top of that, the original application
29 is in her name, and the note also under her name.

30 So I say there is no need for me to sign the loan in
31 August, like in the situation where we cross our son's
32 name for the other loan agreement.

33 **THE COURT:** Okay. Can I try and get some clarifi-
34 cation?

35 **MS. YEH HO:** I'm sorry.

1 **THE COURT:** Can I try and get clarification?

2 **MS. YEH HO:** Yes, your Honor.

3 **THE COURT:** So, as I understand it, you did not
4 want to sign the loan modification documents for the
5 property that we are talking about – is it the Tangelo
6 Drive property?

7 **MS. YEH HO:** 8038 Tangelo Drive.

8 **THE COURT:** You didn't want to sign it?

9 **THE WITNESS:** No.

10 **THE COURT:** They sent it to you requesting that you
11 sign it, but you refused to sign it?

12 **THE WITNESS:** I did not sign it. Everything follow
13 what they have requested, you know, Karen has sign
14 it at the notary.

15 **THE COURT:** Okay. I want to make sure I under-
16 stand the facts. There was some other property that
17 your wife owned that there was some loan modifica-
18 tion documents that were sent for the that property.
19 Was it a different bank?

20 **THE WITNESS:** It's exactly the same bank, also
21 Wells Fargo Bank.

22 **THE COURT:** All right. And they had your name and
23 your son's name on the documents and you didn't sign
24 those?

25 **THE WITNESS:** For that particular one, I sign it be-
26 cause the note is under my name.

27 **THE COURT:** Okay.

28 **THE WITNESS:** And then – it's only under my name,
29 and my son's name is not on there, and he is not
30 around in the State of Florida to conduct his business.

31 **THE COURT:** Okay. So, your son's name was also on
32 that loan modification document, but you crossed his
33 name out, and he didn't sign it, and they accepted the
34 loan modification.

35 **THE WITNESS:** That is correct.

1 **THE COURT:** You thought, because you were able to
2 strike your son's name off of that property, you should
3 be able to do the same on the Tangelo property, is that
4 correct?

5 **THE WITNESS:** That is correct.

6 **THE COURT:** Okay. I want to make sure I under-
7 stand.

8 **THE WITNESS:** Okay.

9 **THE COURT:** The Tangelo property was where you
10 and your wife resided; is that correct?

11 **MS. YEH HO:** One time.

12 **THE WITNESS:** At that point, in the beginning, yes,
13 but after that, we did not reside there.

14 **THE COURT:** What do you mean? After when:

15 **THE WITNESS:** Well, what happened is, because the
16 situation changed, so we have to keep – maintain our
17 address in the current resident places.

18 **THE COURT:** When you were going through the
19 modification process, when your wife tried to get the
20 loan modification agreement, were you and your wife
21 living at that Tangelo property then?

22 **THE WITNESS:** No.

23 **THE COURT:** You were not?

24 **THE WITNESS:** No, we were not.

25 **THE COURT:** Where were you living?

26 **THE WITNESS:** I am living at 9174 Chianti Court in
27 Boynton Beach.

28 **THE COURT:** You didn't live at that Tangelo prop-
29 erty with your wife then?

30 **THE WITNESS:** At the time when the loan modifica-
31 tion agreement arrived, no, we were not.

32 **THE COURT:** Okay. Did Wells Fargo know that?

33 **MS. YEH HO:** Yes.

34 **THE WITNESS:** Yes.

1 **THE COURT:** Okay. The property where your son's
2 name was on it, did you live there?

3 **THE WITNESS:** No.

4 **THE COURT:** And your wife didn't live there?

5 **THE WITNESS:** No, not at the time of the agreement
6 arrival.

7 **THE COURT:** All right. I am sorry for interrupting.
8 Go ahead.

9 **MS. YEH HO:** Thank you for clarifying that, your
10 Honor.

11 **THE WITNESS:** Is that water that I can consume?

12 **THE COURT:** I don't know if it is filled up. You can
13 look and see. Go ahead, ma'am.

14 **BY MS. YEH HO:**

15 **Q.** For the 100 Via Lugano Circle, Unit 203, Boynton
16 Beach, Florida, 33436, your name is on the promissory
17 note only, and then the mortgage is under Wing Ho,
18 Karen Yeh Ho, and Brian Ho; is that correct/

19 **A.** So, the property that we were talking about that
20 was for the – that we found in August, is actually the
21 same – also was from Wells Fargo Bank, and she men-
22 tioned the address. Yes, it is 100 Via Lugano Circle,
23 Apartment 203, in Boynton Beach.

24 The promissory note, as I mentioned earlier, is under
25 my name. The mortgage, the mortgage itself, before
26 the modification agreement, has my name, my wife
27 Karen's name, and also Brian Ho's name on it.

28 **Q.** When you present the package to Karen, did Karen
29 refuse to sign?

30 **A.** What package?

31 **Q.** The streamlined loan modification from Wells
32 Fargo Bank to you, without you asking for –

33 **THE COURT:** I am sorry to interrupt. Can we not
34 talking about some other property? Let's just focus on

1 the Tangelo Drive, or whatever the address is, Prop-
2 erty.

3 **BY MS. YEH HO:**

4 **Q.** So, do you believe that they give you a streamline
5 permanent loan modification because you are a man?

6 **A.** When I – the streamline loan modification agree-
7 ment for both properties come about the same time,
8 and so, I – that is what they say, it's supposed to be
9 real simple.

10 In one case, for 100 Via Lugano property, it is very
11 simple, and for the 8038 Tangelo Drive it also seems
12 to be very simple. We follow instructions, she sign the
13 agreement, she make the payment with her own ac-
14 count.

15 So, to answer your question is, in the beginning I
16 thought it is no problem, but later on, from my obser-
17 vation, seems like there is a big part of it that seems
18 to be indicating has something to do with an agenda
19 that was giving others difficulty of getting it through
20 the process. I mean, you know, as far as we know, the
21 process is true, but later on they come back and say,
22 no, it is not done.

23 And the, on top of that, you know, I saw some of the
24 paperwork that seems to confirm what she was asking
25 me that, you know, it seems like I don't have such a
26 tough – you know, it was very simple to go through
27 the modification, and her, she has to come back, late,
28 asking – excusing, you know, have to know the mari-
29 tal status, and a number of other things that seem to
30 be related to the fact that she is a female that is mak-
31 ing the difference.

32 **Q.** When Wells Fargo Bank called Karen up, when she
33 pick out the form and she would – did you notice, when
34 Karen telling Wells Fargo Bank that she has

1 permanent streamline loan modification settlement
2 already and she hang up the phone, was she stressed?

3 A. So ---

4 Q. Does she looked stressed?

5 A. So, I was no – I have my own business to take care
6 of. I work, so I don't know – I don't know that – you
7 know, when they call and she answered the phone,
8 you know, what has been said and what was going on,
9 but later on, she would call me that what had hap-
10 pened and, yeah, that really, you know – as you can
11 imagine, it is quite stressful.

12 I can see there is a lot of stress in her because now we
13 are not talking about just the loan modification agree-
14 ment. As you know, that property has gone through
15 the whole legal process of foreclosure also.

16 Q. So, whenever she feels stressed out, does she lose
17 her sleep?

18 A. Oh, yes. It was very stressful time and lost her
19 sleep and start developing a number of physical issue
20 also.

21 Q. Did she ask Wells Fargo Bank stop threatening,
22 harassing, and send her letters, just honor her perma-
23 nent loan modification to make payments?

24 MS. HOLLADAY: Objection, hearsay.

25 THE COURT: Sustained.

26 BY MS. YEH HO:

27 Q. Did you - did your wife tell you that she has ex-
28 pected inheritance coming in sometime later on after
29 her parents passing away?

30 MS. HOLLADAY: Objection, hearsay.

31 THE COURT: Ma'am, it really doesn't matter
32 whether you were going to get an inheritance. It is
33 not a question of whether you qualified for the loan or
34 not, it is a question of whether –

35 MS. YEH HO: I am a woman or not.

1 **THE COURT:** No. It is not a question of whether you
2 are a woman. *It is a question of whether or not they*
3 *notified you timely of whether you needed to have your*
4 *husband sign the documents. The is what the issue is.*
5 So, we are not going to get into whether you qualified
6 or not, whether you had your own income, whether
7 you were going to have an inheritance. That really
8 doesn't matter for today. Okay?

9 **MS. YEH HO:** All right. Thank you, your Honor, for
10 clarifying that. Thank you.

11 **BY MR. YEH HO:**

12 **Q.** Karen Yeh Ho complete the original mortgage with
13 AmTrust Bank in 2007. She is the only one who ap-
14 plied for the mortgage; is that correct?

15 **A.** The original applications, it is signed by Karen.

16 **Q.** And thereafter, you have no idea what happened to
17 it?

18 **A.** I don't understand the question.

19 **Q.** Sometime later on, your name was on the mort-
20 gage?

21 **A.** Yes. When we go through the closing process and
22 then my name is on the mortgage document.

23 **Q.** And your name is not on the 8038 Tangelo Drive,
24 Florida, 33436 promissory note?

25 **A.** No. it is not. My name is not on it.

26 **Q.** So, *in your own opinion – in your own opinion, your*
27 *name should not be on the mortgage at all?*

28 **MS. HOLLADAY:** Objection, calls for a legal conclu-
29 sion.

30 **THE COURT:** Sustained. Sustained.

31 **MS. YEH HO:** I just tried that. Okay.

32 **BY MS. YEH HO:**

33 **Q.** So, anything that you would like to add to address
34 the Court?

1 A. Yes. The things I would like to say is, although I'm
2 not -- for the reason that was given earlier, that I
3 didn't sign for the loan modification agreement, she --
4 yes, she has -- the major reason is that she has her
5 name on the promissory note and she had every intent
6 to pay for the mortgage and ability to pay for it.
7 She has been very diligent in trying to make the loan
8 modification agreement works in terms of she paid the
9 -- there was -- according to the letter, the first -- the first
10 requirement is pay the three payment, the new pay-
11 ment, on time, okay, and she was at the bank -- even
12 the document itself, okay, is very confusing, I know
13 because I went through it with the other property. It
14 is basically the same paperwork, you can look at it
15 side-by-side, okay.
16 On the paperwork when we receive it, okay, it is very
17 confusing. I will give you my observations. We are
18 supposed to sign it and return it in 14 days, but we
19 don't have that because they date it in a certain way,
20 a certain date, and then they send it out a few days
21 later. So, by the time we receive it, the mailing date,
22 we hardly have any time to really -- if there is any is-
23 : sue, to clarify that because we want it to work, okay.
24 And then on that, we did not -- when we get the paper-
25 work, all we have -- we looked back and forth, two
26 package almost identical except some of the infor-
27 mation pertaining to the property, but it only have a
28 copy, there is no original, okay. So, were puzzled, and
29 then we went around to actually go to Wells Fargo
30 Bank, the local branch, and the people there, and the
31 manager over there, and they were very, very helpful,
32 to be honest, but for some reason it seems like there is
33 no communication with the Wells Fargo Bank, the
34 banking was -- for the mortgage they just couldn't get
35 through, but anyway.