

clear, “the precise requirements of a *prima facie* case can vary depending on the context and were never intended to be rigid, mechanized, or ritualistic.” *Swierkiewicz*, 534 U.S. at 512 (cleaned up). Consistent with that teaching, when evaluating discriminatory targeting claims, some courts have applied the standard established in *Hargraves v. Capital City Mortgage Corp.*, 140 F. Supp. 2d 7, 20(D.D.C. 2000), which provides that plaintiffs may prove discriminatory targeting by showing that defendants engaged in unfair or predatory lending practices, and either intentionally targeted or caused a disparate impact on the basis of race. See, e.g., *Steed v. EverHome Mortg. Co.*, 308 F. App’x. 364, 368 (11th Cir. 2009); Cooper, 2014 WL 2889993, at *3; *Carroll*, 2022 WL 17252556, at *9. Indeed, these two elements – (1) unfair or predatory lending and (2) targeting or disparate impact – are at the heart of every court’s analysis of discriminatory targeting claims.³

In sum, at this stage, a plaintiff need allege only sufficient facts to state a claim under *Twombly/Iqbal*, which Plaintiffs here have done. The *prima facie* case that Defendants identify is one way, but not the only way, for a plaintiff to later prove that a defendant in fact discriminated.

b. ECOA prohibits discrimination with respect to “any aspect of a credit transaction,” which encompasses more than just loan terms.

Next, Defendants argue that “Plaintiffs fail to identify any aspect of a credit transaction that is allegedly discriminatory based on race or any specific loan term they allege was unfair or predatory.” MTD at 33. That is mistaken because Plaintiffs do identify

³ See reference 3.

specific loan terms that they allege were unfair or predatory – namely, the terms of the private retail installment contracts that “require immediate payment which students are in school, do not offer income-sensitive repayment options, and have a risky acceleration clause that makes the entire balance due upon a single missed payment.” First Am. Compl. ¶¶ 162-64. In any event, even where loan terms are not themselves unfair or predatory, a plaintiff may still proceed with a discriminatory targeting claim because, contrary to Defendants’ suggestion otherwise, ECOA covers every aspect of a credit transaction, not just the loan terms in the four corners of the contract.

To state a claim under ECOA, a plaintiff must allege that a defendant engaged in discrimination “with respect to any aspect of a credit transaction.” 15 U.S.C. § 1691(a) (emphasis added). The word “any” means all,” *Regions Bank v. Legal Outsource PA*, 936 F.3d 1184, 1194 (11th Cir. 2019), and ECOA therefore applies to all aspects of a credit transaction. Similarly, the word “aspect” means that the challenged conduct “need not itself be a credit transaction so long as it is an ‘aspect of a credit transaction.’” *FirstMerit Bank, N.A. v. Ferrari*, 71 F. Supp. 3d 751, 758 (N.D. Ill. 2014)(emphasis in original).

In line with the statutory text, Regulation B, which implements ECOA, prohibits discrimination “regarding any aspect of a credit transaction,” 12 C.F.R. § 1002.4(a), and defines a “credit transaction” as “every aspect of an applicant’s dealings with a creditor regarding an application for credit or an existing extension of credit (including, but not limited to, information requirements; investigation procedures; standards of creditworthiness; terms of credit, furnishing of credit information; revocation, alteration,

or termination of credit; and collection procedures)," *id.* § 1002.2(m) (emphasis added). And the Official Interpretation of Regulation B further explains that the prohibition on discrimination regarding any aspect of a credit transaction "covers *all dealings*, without exception, between an applicant and a creditor." 12 C.F.R. pt. 1002, Supp. I (emphasis added). Thus, the text of ECOA and Regulation B makes clear that "any aspect of a credit transaction" includes, but is not limited to, the terms of credit.

Given this plain language, courts have held that ECOA covers "more than one aspect of the transaction." *Hargraves*, 140 F. Supp. 2d at 23; *accord Carroll*, 2022 WL 17252556, AT *10. Courts have found, for example, that aspects of credit transactions include not just the credit terms in the four corners of the contract – such as interest rates or repayment terms – but also sale prices or down payments; determinations of borrowers' ability to repay; rates of default, repossession, or foreclosure; and the delivery of services in connection with offering credit. *See*, e.g., *Munoz*, 2004 WL 3086907, at *6 (allowing ECOA claim to proceed based on allegations that defendants "baited and switched" them into loans with higher principal loan amounts and interest rates than they wanted or could repay, made little or no effort to verify their ability to repay, and issued predatory loans that were designed to fail and inevitably triggered foreclosure proceedings); *Hargraves*, 140 F. Supp. 2d at 20,23 (allowing ECOA claim to proceed based on allegations that defendants charged exorbitant interest rates, issued loans that were designed to fail, engaged in "equity-stripping," made foreclosure, and charged excessive fees).

Notwithstanding the plain language of ECOA and the case law interpreting it. Defendants offer the cramped view that ECOA covers discrimination with respect to only the loan terms themselves. MTD at 33. That view is erroneous. In support of their position, Defendants cite a single case, *Brook V. Sistema Universitario Ana G. Mendez, Inc.*, No. 17-CV-171, 2017 wl 1743500 (M.D. Fla. May 4, 2017). In that case, the plaintiff, proceeding pro se, alleged that the defendants targeted a sham education program to low-income Latinos, misrepresented the quality of its program, and induced her to take out significant debt to pay tuition for a worthless degree. *Id.* at *3. The court held that the plaintiff failed to state a claim under ECOA because she did not “explicitly describe … any aspects of the credit transaction (as opposed to [the school’s] fraudulent enrollment tactics) that she believes were discriminatory,” and likely could not show that her “loan terms” (for federal loans) “were unfair.” *Id.* In short, the court simply held that the plaintiff had failed to connect the discrimination to an aspect of a credit transaction (whether that aspect be the loan themselves or any other aspect of a credit transaction (whether that aspect be the loan terms themselves or any other aspect)). To the extent Defendants suggest that case means ECOA applies only where “loan terms” are themselves unfair, they are mistaken.

On that point, *Carroll v. Walden* is instructive. There, the plaintiffs alleged that the defendants deliberately concealed the true cost of a professional doctoral program by understating the number of credits required to complete the program – “i.e., that the program could be completed within X number of months for approximately X dollars” - when in fact the

program took longer – and forced plaintiffs to incur “additional and unanticipated loan debt in order to get to the program finish line.” *Carroll*, 2022 WL 17252556, at, 9, 21. In ruling on a motion to dismiss, the court rejected defendants’ argument that plaintiffs’ ECOA claim failed since they did not allege that their federal student loan terms were predatory. Instead, relying on the text and purpose of ECOA, the court held that “ECOA violations are not necessarily restricted to consideration of the four corners of the paper bearing a student borrower’s signature.” *Id.* at *10. Thus, the court looked to the plaintiffs’ broad allegations of “unfair and predatory actions” by the defendants, which included “a consistent and longstanding pattern of fraudulent misrepresentations regarding the requirements of the DBA degree – including the required credits, the length of time required for completion, and, most consequentially, the cost of the degree – for the purposes of enticing students to enroll in the DBA degree program.” *Id.* Based on these allegations he court ruled that plaintiffs had adequately alleged that defendants discriminated with respect to an “aspect of a credit transaction.” *Id.* at *11.

Here, Plaintiffs similarly allege that HCI misrepresented program requirements – and consequentially, the length, and therefore the cost of the program – to convince students to take out credit to pay tuition for the nursing program. Specifically, Plaintiffs allege that HCI directly extended credit through private loans and arranged for credit through federal student loans. First Am. Compl. ¶513. Plaintiffs allege that Defendants steered students into retail installment contracts, even when other, more favorable financing options existed, and often extended these loans on the very same or following day that Plaintiffs

signed enrollment agreements with the school. *Id* ¶¶ 162-64, 255, 262, 309. Further, Plaintiffs allege that HCI represented to students that its program would last 5 semesters and cost \$10,000 per semester. *Id* ¶¶ 116-17. But while students were enrolled, Plaintiffs aver, HCI imposed new grading policies and graduation requirements, which coerced students into repeating semesters they had already taken, which in turn increased the amount of time and money it took for them to complete their program. *Id* ¶¶ 203, 235, 250. In short, HCI engaged in a bait and switch – enticing Plaintiffs to enter into credit transactions for federal and private loans based on false representations about the amount of credit needed – which resulted in considerable financial harm. And those who were unable to meet these new requirements or pay for additional courses were dismissed from the program, saddled with debt, unable to transfer their credits, barred from campus, and denied transcripts for outstanding loan balances. *Id* ¶¶ 165-69, 291, 345-46, 439-41.

In sum, Plaintiffs allege discrimination with respect to multiple aspects of a credit transaction – including the contract terms (such as repayment terms), the cost of the product and the amount of credit needed to pay for it, the likely ability of students to repay the credit, the consequences of nonpayment, and the performance of goods and services obtained with credit – any one of which is a sufficient “aspect of a credit transaction” under ECOA. Consistent with the text of ECOA and other courts’ application of the statute, e.g., *Hargraves*, 140 F. Supp. 2d at 20, 23, *Carroll*, 2022 WL 17252556, AT *9, 21; *Munoz*, 2004 WL 3086907, AT *6, Plaintiffs have identified “any aspect of a credit transaction” with respect to which HCI

discriminatorily targeted them and have accordingly stated a claim under ECOA.

III. 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.

April 14, 2023

Respectfully submitted,

Seth Frotman General Counsel

Steven Y. Bressler Deputy General Counsel

Kristin Bateman Assistant General Counsel

/s/ Lauren Gorodetsky

Lauren Gorodetsky Counsel

Consumer Financial Protection Bureau

1700 G Street, NW

Washington, D.C. 20552

(202) 435-7560

Lauren.gorodetsky@cfpb.gov

Special Florida Bar No. A5503047

FOOT NOTE REFERENCES:

1. *See*, e.g.,

Carroll v. Walden Univ., LLC,
No.22-CV-00051, 2022 WL 17252556
(D. Md. Nov. 28, 2022);

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Horne v. Harbour Portfolio VI, LP,
304 F. Supp. 3d 1332 (N.D. Ga. 2018);

United States v. Home Loan Auditors, LLC,
No. 16-CV-04839, 2016 WL 6962881
(N.D. Cal. Nov. 29, 2016);

Saint-Jean v. Emigrant Mortg. Co.,
50 F. Supp. 3d 300 (E.D.N.Y. 2014);

U.S. ex rel. Cooper v. Auto Fare, Inc.,
No. 14-CV-0008, 2014 WL 288993 (W.D.N.C. June
25, 2014);

M&T Mortg. Corp. v. White,
736 F. Supp. 2d 538 (E.D.N.Y. 2010);

Martinez v. Freedom Mortg. Team, Inc.,
527 F. Supp. 2d 827 (N.D. Ill. 2007);

Jackson v. Novastar Mortg., Inc.,
645 F. Supp. 2d 636 (W.D. Tenn. 2007);

Munoz v. Int'l Home Cap. Corp.,
No. 03-01099, 2004 WL 3086907,
AT *4 (n.d. Cal. May 4, 2004);

Phillips v. Better Homes Depot, Inc.,
No. 02-CV-1168, 2003 WL 25867736
(E.D.N.Y. 2003);

Matthews v. New Century Mortg. Corp.,
185 F. Supp. 2d 874 (S.D. Ohio 2002);

Hargraves v. Cap. City Mortg. Corp.,

140 F. Supp. 2d 7 (D.D.C. 2000).

2. Under this well-established framework, a plaintiff first makes out a *prima facie* case, which establishes a presumption of discrimination; the burden then shifts to the defendant to rebut that presumption by offering “some legitimate, non-discriminatory reason” for the action; and finally, the burden shifts back to the plaintiff to show the defendant’s “proffered reason to be a pretest.” *Smith v. Lockheed-Martin Corp.*, 644 F. 3d 1321, 1325-26 (11th Cir. 2011).
3. Some courts have grafted the two *Hargraves* factors onto the other *prima facie* factors that are used in discriminatory denial cases. E.g., *Matthews*, 185 F. Supp. 2d at 886; *Munoz*, 2004 WL 3086907, at *4; *Davenport*, 725 F. Supp. 2d at 876; *M&T Mortg.*, 736 F. Supp. 2d at 575. This approach raises analytical difficulties, however, given the differences between discriminatory denial claims and targeting claims. For instance, while this framework requires proof that plaintiff is “qualified” for credit, discriminatory targeting cases often involve allegations that defendants steered borrowers into loans regardless of whether they were qualified. See *Davenport*, 725 F. Supp. 2d at 876 n.3. While Defendants here do not dispute that Plaintiffs were “qualified” for the loans, this tension underscores the importance of ensuring that “the elements of a *prima facie* case are flexible and should be tailored, on a case-by case basis, to differing factual circumstances.” *Fitzpatrick v. City of Atlanta*, 2 F. 3d 1112, 1123 (11th Cir. 1993).

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SPECIAL APPENDIX 4

Reformat to comply with Rule 14.
Trial Exhibit DOCUMENT [72] EXHIBIT E
Docket 09/24/2019 ¶21 ("Denial Letter")
Yeh Ho
December 17, 2014
Karen Yeh Ho
8038 Tangelo Drive
Boynton Beach, FL 33436
Subject: Response to the inquiry received on December 03, 2014, regarding account number 02579161

Dear Mrs. Karen Yeh Ho:

Thank you for the opportunity to address your concern. We've carefully considered what we can do and are providing our response.

In your inquiry, the following items were addressed:

- Clarification on workout review activity
- Foreclosure process
- Rescind foreclosure

Please find our responses to the concerns raised in your inquiry addressed below.

Clarification on workout review activity

We're the servicer of your account. As the servicer, we collect payments, pay escrow items such as taxes and insurances, answer questions and provide payoff information, workout opportunities, home preservation, as well as other duties on behalf of the investor over the life of your account.

Wells Fargo Bank, N.A. is the servicer of your account for owner/assignee Fannie Mae. A contact address for the owner/assignee is:

FANNIE MAE
3900 Wisconsin Avenue NW
Washington, DC 20016

We initiated a review for workout options on July 18, 2013. On July 19, 2013, we were able to approve you

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for a trial payment plan, to begin on September 01, 2013. The third payment due under the plan was received on October 30, 2013.

Upon successful completion of the trial payment plan, a modification agreement was approved. On November 26, 2013, we sent the original packet with the terms of the modification to First American Notary and a copy of the modification packet to you.

The original modification packet was sent to the notary who was to contact you to set up a time to sign the modification documents. The loan modification copy sent to your attention included instructions that a notary would be in contact with you to sign the original modification documents.

From November 27, 2013, through December 06, 2013, we attempted to contact you via telephone to see if you had been contacted by First American Notary service to establish a time to sign the modification documents.

On December 06, 2013, we received the signed agreement from you. However, upon review of the signed agreement, we found that Wing Kei Ho did not sign and the agreement was stamped "copy". As a result, the signed agreement was not accepted.

From December 09, 2013, through December 31, 2013, we attempted multiple times to contact you via telephone to inform you that the following items were needed to complete the loan modification:

- 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

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We're unable to complete a modification for your account as you did not return the original signed modification documents. As a result, your account was removed from this review on January 13, 2014.

A new review for workout options was initiated for your account on March 17, 2014. To review your account for possible workout options such as a repayment plan, modification, short sale, or a deed in lieu of foreclosure, we need to determine your ability to repay the account. To determine your ability to pay, we need to receive your most current financial information. We're unable to complete the review if we are missing documentation, so we may request updated financial information.

We're unable to complete this review as you did not provide us with updated financial information. As a result, your account was removed from consideration on May 21, 2014.

Another review for available workout options was initiated for your account on August 07, 2014. However, we're unable to complete this review as we didn't receive a response from you. As a result, the account was removed from review on September 16, 2014.

Foreclosure process

We initiated foreclosure action on the account on December 06, 2011, at which time your account was due for the August 2011 through December 2011 payments. The terms of the Note and Mortgage outline the conditions under which we can accelerate the collection of the debt. As these conditions were met, our foreclosure action is valid.

The foreclosure was judicial; as such, there was no way to expedite the foreclosure process. The judge has to grant all motions and confirm the sale.

SPECIAL APPENDIX 4

In your correspondence, you express concerns about “robo-signing”. We’re aware of concerns about accuracy in the foreclosure affidavit process, and the concerns were addressed in the Consent Order entered into between Wells Fargo and the Office of the Comptroller of the Currency.

Rescind foreclosure

On September 12, 2014, we reviewed the account and were unable to approve payment assistance options prior to the foreclosure sale because due to no response from you. We’re unable to rescind the foreclosure sale, because the account didn’t qualify for payment assistance options.

Going forward

If you have any questions about the information in this letter, please contact me directly at 1-800-853-8516, extension 45484. I am available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. If you require immediate assistance and I am unavailable, other representatives are available to assist you at 1-800-855-8516, Monday through Friday, 7:00 a.m. to 7:00 p.m. Central Time.

Sincerely,

Signature Lisa Ullerich

Lisa Ullerich

Executive Mortgage Specialist

Customer Care and Recovery Group

Cc: Consumer Financial Protection Bureau

Case number: 141125-001469

EX003/FLY/co1227153/GE3034060/CI936

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SPECIAL APPENDIX 5

Reformat to comply with Rule 14
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
CASE NO: 9:15CV81522KAM
KAREN YEH-HO, individual, Plaintiff
v.
WELLS FARGO BANK, N.A., Defendants

DOCUMENT 72 Date 09/24/2019
DECLARATION IN SUPPORT OF SUMMARY
JUDGMENT

1. My name is Brandon McNeal. I am over the age of eighteen (18) and am competent to make this Declaration. I am further authorized to execute this Declaration on behalf of Defendant, Wells Fargo Bank, N.A. ("Wells Fargo"). I make this Declaration in support of Wells Fargo's motion for summary judgment in this action.
2. Unless otherwise stated herein, the facts set forth herein are from my own personal knowledge or from my review of the business records kept in the ordinary course of business by Wells Fargo.
3. I am a Vice President Loan Documentation for Wells Fargo.
4. Wells Fargo is the servicer of the loan at issue in this action, more particularly identified by loan number ending in 7161 ("Loan"), and which is secured by property located at 8038 Tangelo Drive, Boynton Beach, FL 33436 ("Property").
5. In my capacity as Vice President Loan Documentation for Wells Fargo, I am familiar with and have access to the records maintained by

SPECIAL APPENDIX 5

Wells Fargo in connection with the servicing of the Loan.

6. In the regular performance of my job functions, I am familiar with the business records maintained by Wells Fargo for the purpose of servicing mortgage loans. I have personal knowledge of Wells Fargo's procedures for creating and maintaining these records (which include data compilations and electronically imaged documents, and documents obtained from the original lender for the loan), and know that they are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by a person with personal knowledge; (b) kept in the course of Wells Fargo's regularly conducted business activities; and (c) it is the regular practice of Wells Fargo to make such records. As such, I certify that the documents attached to this Declaration, as more particularly identified below, are business records that were made at or near the time of the occurrence of the matters set forth in the records by a person with knowledge of those matters or from information transmitted by a person with knowledge of those matters of regularly conducted activity and are kept in the normal course of Wells Fargo's business.
7. In connection with making this Declaration, I have personally examined the business records relating to the Loan. Wells Fargo's business records for the Loan, which I reviewed and relied upon for the statements made in this Declaration, include the

SPECIAL APPENDIX 5

Note, Mortgage, loss mitigation letters, loan documents, and information contained within Wells Fargo's electronic servicing system concerning the Loan, which are more particularly described below.

A. The Foreclosure Action

8. Karen Yeh Ho signed a promissory note dated November 30, 2007 ("Note") secured by a mortgage ("Mortgage") signed by Karen Yeh Ho and her husband, Wing Kei Ho (collectively, "Borrower") for the Property. The loan was subsequently service transferred to Wells Fargo, who filed a foreclosure complaint on February 16, 2012 on behalf of the Loan owner against the Borrowers based on a payment default.
9. The Borrowers consented to the entry of final judgment of foreclosure on July 17, 2014, and judgment was entered that same date.
10. The Property was sold at a foreclosure sale on November 14, 2014.
11. Upon information and belief, notwithstanding, the consent Final Judgment, the Borrowers vigorously defended the case for the next several years through appeal int eh Fourth District Court of Appeal ("Fourth District"), and the Fourth District affirmed the foreclosure court's judgment allowing foreclosure on the Property.

B. Plaintiff is Offered a Streamlined Modification Trial Period Plan

12. Based on a review of Wells Fargo's records, Karen Yeh Ho was offered a streamlined modification t in July 2013. Trial period plan from Wells Fargo. *See Exhibit A.*

SPECIAL APPENDIX 5

13. The offer letter informed her that she was approved for a streamlined modification as an option to stay in her home and, if she wanted to pursue this option, the offer required her to make timely payments on her Mortgage under a Streamlined Modification Trial Period Plan (“Trial Period Plan” or “TPP”).

14. The TPP required three payments in the amount of \$2,495.10 due on September 1, 2013, October 1, 2013, and November 1, 2013.

15. Karen Yeh Ho made three TPP payments.

C. Plaintiff Fails to Properly Execute the Permanent Modification Documents

16. Based on a review of Wells Fargo’s business records, in November 2013, Karen Yeh Ho was approved for a loan modification from Wells Fargo and Wells Fargo generated a Loan Modification Agreement (“Modification Agreement” or “Agreement”). A copy of a letter dated November 25, 2013 from Wells Fargo to Karen Yeh Ho, a summary of the modified mortgage, and important notary instructions are attached hereto as **Exhibit B**.

17. The Modification Agreement required the signature of Karen Yeh Ho and Wing Kei Ho – Karen Yeh Ho’s co-signer on the Mortgage. *See Exhibit B.*

18. Wells Fargo’s business records reflect that Wing Kei Ho did not sign the Modification Agreement although his signature was expressly required by the terms of the Modification Agreement. *See Exhibit C.*

SPECIAL APPENDIX 5

19. Wells Fargo's business records reflect that Wells Fargo received the Modification Agreement with the missing signature on December 6, 2013.
20. Wells Fargo's business records reflect that Karen Yeh Ho's account was removed from loan modification review on January 13, 2014. *See Exhibit D.*
21. Wells Fargo explained in a letter dated December 17, 2014 ("Denial Letter"), it was unable to complete a modification of the Loan because Karen Yeh Ho failed to return the original, signed Modification Agreement that was signed by Karen Yeh Ho and Wing Kei Ho as required. See Exhibit E.
22. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

/s/signature

Brandon McNeal
Vice President Loan Documentation
Wells Fargo Bank N.A.
08/22/2019

SPECIAL APPENDIX 6

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

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COUNTY FL CIRCUIT CIVIL

USCA 11 CASE: 22-11231 DATE FILE: 11/22/2022

PAGE 197 OF 241

Case: 9:15-CV-81522-KAM DOCUMENT 21-1 ENTERED ON FLSD DOCKET 04/27/2017 PAGE 10 OF 54

PRE LABED-FILE _NUMBER: F11042245
BAR CODE on the bottom.

PRE LABED-Serial: 26586372BAR
DOC_ID: M002402
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IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA CIVIL ACTION

CASE NO: 50-2012-CA-002992
DIVISION: AW

WELLS FARGO BANK, N.A.
Plaintiff,
v.
Karen Yeh Ho, et al,
Defendant(s),

/

SPECIAL APPENDIX 6

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

DEFENDANT(S), KAREN YEH HO AND WING
KEI HO SERVED AS LOUIE NG CONSENT TO FI-
NAL JUDGMENT OF MORTGAGE FORECLO-
SURE

Defendant(s), KAREN YEH HO AND WING KEI HO SERVED AS LOUIE NG, hereby consent to Final Judgment of Mortgage Foreclosure and agree as follows:

1. PLAINTIFF owns and holds the Note and Mortgage and related security instruments (the "Loan Documents") which are the subject of this action. Defendant(s) are in default under the terms of the Loan Documents, and Plaintiff has fulfilled all conditions precedent to obtaining the relief sought herein. Any interest of Defendant(s) in the real and personal property (the "Property") which is the subject of this action is subordinate and inferior to Plaintiff's interest.
2. Defendant(s) hereby withdraw any affirmative defenses and/or counter-claims, if any, raised in their answer(s) and acknowledge that they have no defenses to the allegations set forth in Plaintiff's Complaint and admit the validity of these allegations.
3. Defendant(s) acknowledge the validity of their debt to Plaintiff under its Loan Documents (the "Loan Amount") as set forth in Plaintiff's Complaint.
4. Defendant(s) consent to the entry of a final judgment of foreclosure and hereby waive any rights they may have, or later acquire, to object to the foreclosure sale or to otherwise impede or delay the

SPECIAL APPENDIX 6

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

issuance of the Certificate of Title in favor of the purchaser at the sale.

5. Plaintiff may continue its foreclosure action and may immediately apply to the court for entry of a financial judgment without the necessity of a hearing.
6. This Consent to Final Judgment Agreement may be signed in counterparts and each copy thereof shall be construed as an original document.
7. Plaintiff agrees not to seek a foreclosure sale date for less than one hundred and twenty (120) days.

In Witness WHEREFOR, the parties have executed this agreement on the date set forth below.

Ronald R. Wolfe & Associates, P.L.
4919 Memorial Highway, Suite 200

Tampa, Florida 33634

By: /S/ Signature of a person

Elizabeth A. Wulff
For ATTORNEY FOR PLAINTIFF

DATED: 7/17/14

By:/S/ Signature next printed Millie Orrico, Esq.

JEFFREY HARRINGTON ATTORNEY
FOR KAREN YEH HO AND WING KEI HO
SERVED AS LOUIE NG DEFENDANT

DATED: 7/17/14

I HEREBY CERTIFY that a copy of the foregoing has been furnished to all parties on the attached service list this 17th day of July, 2014.

Ronald R. Wolfe & Associates, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766
(813)251-1541 Fax

SPECIAL APPENDIX 6

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

By: /s/ : /S/ Signature of a person

For Elizabeth A. Wulff
FLORIDA BAR NO. 12219
Rafael J. Solenou
FLORIDA BAR NO. 0086579

F11042245

Service List

KAREN YEH HO
c/o JEFFREY HARRINGTON, Esq.
HARRINTON LAW ASSOCIATES, PLLC
100 SOUTH OLIVE AVENUE
WEST PALM BEACH, FL 33401
service@myhlaw.com

WING KEI HO SERVED AS LOUIE NG
c/o JEFFREY HARRINGTON, Esq.
HARRINTON LAW ASSOCIATES, PLLC
100 SOUTH OLIVE AVENUE
WEST PALM BEACH, FL 33401
service@myhlaw.com

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR
NYCB MORTGAGE COMPANY, LLC
c/o Ariane Wolinsky, Esq.
Kahane & Associates, P.A.
8201 Peters Road, Suite 3000
Plantation, FL 33324
notice@kahaneandassociates.com
notice@kahaneandassociates.com

KNOLLWOOD HOMEOWNERS' ASSOCIATION,
INC.

SPECIAL APPENDIX 6

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

c/o Carol A. Strauss, Esq.
Bakalar & Associates, P.A.
150 South Pine Island Road, Suite 540
Plantation, FL 33324
Strauss-Litigation@Assoc-Law.com

TENANT #1 SERVED AS JAMAN BRUNDAG
8038 TANGELO DRIVE
BOYNTON BEACH, FL 33436-1602

TENANT #2 SERVED AS WARREN CLAY
8038 TANGELO DRIVE
BOYNTON BEACH, FL 33436-1602

Case Number: 50-2012-CA-002992

Package Serial 26586370 Bar Code
Doc Serial 26586371 Bar Code
Doc Name: Consent to FSJ
This package must be scanned into E_FILE
This package must be scanned into E_SERVICE

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SPECIAL APPENDIX 7
Karen Yeh Ho vs. Wells Fargo Bank, N.A.
Case number 23-383

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COUNTY FL CIRCUIT CIVIL
BOOK 26925 PAGE 934

USCA 11 CASE: 22-11231 DATE FILE: 11/22/2022
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TERED ON FLSD DOCKET 04/27/2017 PAGE 14
OF 15

PRE LABED-FILE _NUMBER: F11042245
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BAR CODE on the bottom.

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA CIVIL ACTION

CASE NO: 50-2012-CA-002992
DIVISION: AW

WELLS FARGO BANK, N.A.
Plaintiff,
v.
KAREN YEH HO; WING KEI HO SERVED AS
LOUIE NG; ANY AND ALL UNKNOWN PARTIES

SPECIAL APPENDIX 7

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

CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANTS(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES AMY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR NYCB MORTGAGE COMPANY, LLC; KNOLLWOOD HOMEOWNERS' ASSOCIATIONS, INC. TENANT #1 SERVED AS JAMAN BRUNDAGE, AND TENANT #2 SERVED AS WARREN CLAY,

Defendant(s),

FINAL JUDGMENT

IT IS ADJUDGED THAT:

1. Plaintiff WELLS FARGO BANK, NA has prevailed with a preponderance of the evidence in its favor and judgment is granted.

UNPAID PRINCIPAL BALANCE \$302,988.84
INTEREST ON THE NOTE AND MORTGAGE
FROM 07/01/2011 TO 07/08/2014 52,475.59
PER DIEM INTEREST AT 6.875% FROM
07/08/2014 TO 07/17/2014 513.63

TITLE SEARCH EXPENSES	175.00
TITLE EXAMINATION FEE	75.00
FILING FEE	1,975.00
INVESTIGATION/SERVICE	OF PROCESS
504.00	
NOA PUBLICATION FEE	165.00
RECORDING FEE	5.60
E-FILING COST	4.50

SPECIAL APPENDIX 7

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

CERTIFIED COPY EXPENSE	24.00	
PRE-ACCELERATED	LATE	CHARGES
104.58		
PROPERTY INSPECTIONS	290.00	
ESCROW ADVANCES	30,763.74	
CREDITS TO BORROWER	30.00	
TOTAL	\$390,094.48	

That shall bear interest at the rate established by Florida Statute.

2. Plaintiff holds a lien for the total sum-superior to all claims, or estates of Defendant(s) on the following-described property in Palm Beach County, Florida:

LOT 91, OF KNOLLWOOD, P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED ON PLAT BOOK 107, AT PAGE (S) 55 THROUGH 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIA
A/K/A 8038 TANGELO DRIVE BOYNTON BEACH, FL 33436-1602

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the Clerk of his Court shall sell the property at a public sale on Nov. 14, 2014, at 10:00AM EST. to the highest bidder for cash, in accordance with section 45.031, Florida Statutes, on the prescribed date at: WWW.MYPALMBEACHCLERK.CLERKAUC-TION.COM
4. Plaintiff shall advance all subsequent costs of this and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for

SPECIAL APPENDIX 7

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

sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser the Clerk shall credit the Plaintiff bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full. The foreclosure sale can only be canceled by Court order.

5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any amount remaining pending the further Order of this Court.
6. On filing the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statues, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.
7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a supplemental complaint to add an omitted party or remedy other defects post-judgment and a deficiency judgment, if Plaintiff is not

SPECIAL APPENDIX 7

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

limited to *in rem* stay in an active bankruptcy case and/or case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE. YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, PALM BEACH County, 205 N. Dixie Highway, Room 3.23, West Palm Beach, FL 33402. Phone: 561-355-4819, within ten (10) days after the sale to see if there is additional money from the foreclosure sale than the Clerk has in the registry of the Court. If you decided to sell your home or hire someone to help claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an

SPECIAL APPENDIX 7

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

attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Florida Rural Legal Services – Belle Grande (561)993-0003, Florida Rural Legal Services – Palm Beach Office (561)820-8902, Legal Aid Society of Palm Beach County, Inc. – (561)655-8944, Legal Aid Society of Palm Beach County, Inc. – Belle Glades Office (561)993-3836, to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Florida Rural Legal Services – Belle Grande (561)993-0003, Florida Rural Legal Services – Palm Beach Office (561)820-8902, Legal Aid Society of Palm Beach County, Inc. – (561)655-8944, Legal Aid Society of Palm Beach County, Inc. – Belle Glade (561)993-0003, Florida Rural Legal – Florida Rural Legal Services – Palm Beach Office (561)820-8902, Legal Aid Society of Palm Beach County, Inc. – (561)655-8944, Legal Aid Society of Palm Beach County, Inc. – Belle Glade Office (561)993-3836, for assistance, you should do so as soon as possible after receipt of this notice.

DONE AND ORDERED in West Palm Beach, PALM BEACH COUNTY, Florida this 17 day of July, 2014.

/s/ stamp signature Roger B. Colton

Circuit Judge

50-2012-CA-002992

Copies furnished to: Elizabeth A. Wulff, Esquire

Ronald R. Wolfe & Associates, P.L.

P.O. Box 25018

SPECIAL APPENDIX 7

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

Tampa, Florida 33622-5018

Service List

KAREN YEH HO
c/o JEFFREY HARRINGTON, Esq.
HARRINGTON LAW ASSOCIATES, PLLC
100 SOUTH OLIVE AVENUE
WEST PALM BEACH, FL 33401

WING KEI HO SERVED AS LOUIE NG
c/o JEFFREY HARRINGTON, Esq.
HARRINGTON LAW ASSOCIATES, PLLC
100 SOUTH OLIVE AVENUE
WEST PALM BEACH, FL 33401

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR
NYCB MORTGAGE COMPANY, LLC
c/o Ariane Wolinsky, Esq.
Kahane & Associates, P.A.
8201 Peters Road, Suite 3000
Plantation, FL 33324

KNOLLWOOD HOMEOWNERS' ASSOCIATION,
INC.
c/o Carol A. Strauss, Esq.
Bakalar & Associates, P.A.
150 South Pine Island Road, Suite 540
Plantation, FL 33324

TENANT #1 SERVED AS JAMAN BRUNDAGE
8038 TANGELO DRIVE
BOYNTON BEACH, FL 33436-1602

SPECIAL APPENDIX 7

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

TENANT #2 SERVED AS WARREN CLAY
8038 TANGELO DRIVE
BOYNTON BEACH, FL 33436-1602

Case Number: 50-2012-CA-002992

I SPECIAL APPENDIX 8

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

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USCA 11 CASE: 22-11231 Date FILED: 11/22/2022
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Case 9:15-CV-81522-KAM document 72 entered on
FLSD DOCKET 09/24/2019 PAGE 29-31 OF 35

Page 1 of 3
WELLS FARGO HOME MORTGAGE
RETURN MAIL SERVICES
P.O. BOX 10368
DES MOINES, IA 50306-0368

01/13/14

Account Information

Online: wellsfargo.com

Fax: 1-866-278-1179

Telephone: 1-800-416-1472

Correspondence: PO Box 10335, Des Moines, IA 50306

Hours of operation: Mon-Thurs. 7a.m.-9p.m.

Fri. 7a.m.-8p.m.

Sat. 8 a.m. - 4 p.m., CT

Loan number: Sav, Sam
block out

Loan Number: 5000000000
Property address: 8038 Tangelo Drive, Boynton Beach, FL 33436

KAREN YEH HO

KAREN TEE HO
1230 GULFSTREAM WAY RIVERDA BEACH FL

1230 6811
33404 2737

Subject: Your request for assistance

SPECIAL APPENDIX 8

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

Note: We service your mortgage on behalf of your investor, Federal National Mortgage Association- Fannie Mae.

Dear Karen Yeh Ho:

We're responding to your request for assistance and the options that may be available to help you. We realize that the process can take some time, and we appreciate your patience while we review your options.

Here's what we found

We carefully reviewed the information you provided and explored a number of assistance options. At this time, you do not meet the requirements of the program because:

A loan modification cannot be finalized until the signed documents are returned and we have not received your signed modification agreement.

Talk to me about your other options.

Note: We service your mortgage on behalf of you investor, Federal National Mortgage Association – Fannie Mae.

If you're interested in staying in your home, you may be eligible for help through a different assistance program. If you are eligible for an alternative assistance option, we will review your information and we will notify you separately of the result of that review.

Other options you may be interested in: If the amount you owe on your mortgage is higher than what you think you can sell your house for, you may want to consider what is known as a "short sale". This option could allow you to list your home for sale, for an amount that is less than you owe.

SPECIAL APPENDIX 8

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

During the short sale process, you'll need to submit documentation to us that we will evaluate. For example, a short sale requires a purchase contract. Once we received a purchase contract Wells Fargo will review the terms of the contract and obtain the appraised value of the property.

If you are interested in a short sale, contact me right away. I can help explain the short sale process, guidelines and your eligibility.

If you are unable to sell your home or find a short sale is not the right alternative to foreclosure for you, another option to consider might be a deed in lieu of foreclosure, sometimes referred to as a Mortgage Release. If you are interested in a deed in lieu of foreclosure, please contact me right away so we can determine your eligibility and coordinate an appraisal and inspection of your property.

Keep in mind, if you accept the deed in lieu of foreclosure, you must agree to vacate the property within an agreed upon time.

What you need to know about foreclosure

If your mortgage has been or will be referred to foreclosure, that process may move forward now. Also, as part of the foreclosure process, you may see steps being taken in proceedings or receive notices from a third-party attorney delivered by mail.

We're here for you

If you have any questions about the information in this letter please call me at the phone number listed below.

Sincerely,

/s/ computer signature of Jason Filipiak
Jason Filipiak

SPECIAL APPENDIX 8

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

Home Preservation Specialist
Wells Fargo Home Mortgage
Ph: 1-877-808-6146 ext. 46249
Fax: 1-866-590-8910

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of your loan, please contact us at P.O.Box 10355, Des Moines, IA 50306.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hoc/fc. Or call 1-800-569-4287. You can also call the HOPE hotline 1-888-995-HOPE (4673).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

SPECIAL APPENDIX 8

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

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is Bureau of Consumer Financial Protection, 1700 G street NW, Washington DC 20006.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A. ©2014 Wells Fargo Bank, N.A. All rights reserved. NMLSR ID 399801

SPECIAL APPENDIX 9

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

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USCA 11 CASE: 22-11231 Date FILED: 11/22/2022
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Case 9:15-CV-81522-KAM document 141-1 entered
on FLSD DOCKET 02/03/2022 PAGE 49 OF 153
FOR COURT TRIAL ON 3/14/2022

Case 9:15-CV-81522-KAM document 11 entered on
FLSD DOCKET 01/11/2016 PAGE 43 OF 131

Stamped Filed 2014 MARCH 21 PM 12:47
SHARON R. BOCK CLERK PALM BEACH
COUNTY FL CIRCUIT CIVIL

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA CIVIL ACTION

Docket #: 62 Page 1/2

CASE NO: 50-2012-CA-002992
DIVISION: AW-OFTEDAL

WELLS FARGO BANK, N.A.
Plaintiff,
v.
KAREN YEH HO
Defendant(s),

MOTION TO DISMISS ACCEPTANCE OF A
LOAN MODIFICATION

SPECIAL APPENDIX 9

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

Karen Yeh Ho have accepted loan modification in December 2013. December 4, 2013 was Fed-Ex, payments for Aug, Sept, Oct, Nove, Dec, 2013 was cashed. January 2014 payment was accepted. Feb 2014, and March 2014 was rejected by Wells Fargo loan servicer.

I CERTIFY THAT A COPY HEREOF HAS BEEN MAILED to: Matthew Wolf, Esquire.
Ronald R. Wolfe & Associates, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018

Signature /S/Karen Yeh Ho
address and phone number

Then attach addition service list:
Knollwood Homeowners' Association Inc.
C/O Carol A. Strauss, Esq.
Bakalar & Associates, P.A.
150 South Pine Island Road, Suite 540
Plantation, FL 33324

1
SPECIAL APPENDIX 10
Karen Yeh Ho vs. Wells Fargo Bank, N.A.
Case number 23-383

Reformatted for Rule 14

USCA 11 CASE: 22-11231 Date FILED: 11/22/2022
Page 219 of 241

Case 9:15-CV-81522-KAM document 21-1 entered on
FLSD DOCKET 04/27/2017 PAGE 32 OF 54 FOR
COURT TRIAL ON 3/14/2022

Case 9:15-CV-81522-KAM document 11 entered on
FLSD DOCKET 01/11/2016 PAGE 43 OF 131

*** Filed SHARON R. BOCK CLERK PALM
BEACH COUNTY FL CIRCUIT CIVIL ***
PRE-BAR CODE -FILE NUMBER: F11042245

PRE-BAR CODE SERIAL: 26064914
DOC_ID: M012914

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA CIVIL ACTION

CASE NO: 50-2012-CA-002992
DIVISION: AW

WELLS FARGO BANK, N.A.
Plaintiff,
v.
KAREN YEH HO
Defendant(s),

/
MOTION TO STRIKE DEFENDANT KAREN
YEH HO'S MOTION TO DISMISS

SPECIAL APPENDIX 10

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

Plaintiff, WELLS FARGO BANK, N.A., by through its undersigned attorney, moves the Court for an Order striking Defendant KAREN YEH HO'S Motion to Dismiss, and in support thereof states as follows:

1. Plaintiff filed its Complaint on February 16, 2012.
2. Defendant filed a Motion for Extension of Time to respond to Plaintiff's Complaint on June 13, 2012.
3. Defendant subsequently filed a Motion to Dismiss on June 19, 2012.
4. Defendant's Motion to Dismiss was denied on March 4, 2014.
5. Defendant has now filed a second Motion to Dismiss alleging the Defendant has accepted a loan modification. Plaintiff asserts that at the March 4, 2014 hearing on Defendant's first Motion to Dismiss, Defendant was ordered to file an answer within 20 days. A copy of the Order is attached as Exhibit "A". Defendant is now in violation of a Court Order for failure to file an answer and therefore Defendant's second Motion to Dismiss should be stricken.

WHEREFORE, Plaintiff respectfully requests this Court enter an Order striking Defendant's Motion to Dismiss and granting Plaintiff an further relief to which it is entitled.

I CERTIFY that a true and correct copy of the foregoing has been furnished by email, if designated, or by U.S. Mail to all parties listed on the attached service list on this 7 day of April 2014.

SPECIAL APPENDIX 10

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

Ronald R. Wolfe & Associates, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813)251-8766
(813)251-2542 Fax
Address for Electronic Service: eserv-
ice@wolfelawfl.com

By: /s/ /
Matthew Wolf Florida Bar No. 92611
Kimberly L. Garno Florida Bar No. 84538
Shaina Druker Florida Bar No. 100213

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:

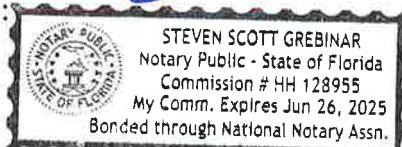
Karen C. Yeh Ho / Date: 12/7/2023

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:

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**

CERTIFICATE OF COMPLIANCE

As required by Supreme Court Rule 33.1(h), I certify that Motion for rehearing contains less than 3,000 words, excluding the parts of the petition that are exempted by Supreme Court Rule 33.1(d).

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:

Karen C. Yeh Ho / Date: 12/1/2023

Karen C. Yeh Ho, Petitioner, Pro Se.

9174 Chianti Court, Boynton Beach, FL 33472

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

State of Florida

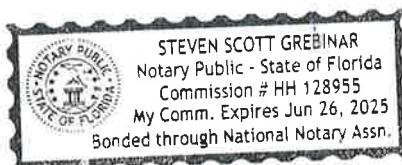
Palm Beach County

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

Dec, 2023.

Notary Public: 

Notary Stamp:



FP/Not

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 SERVICE**

I HEREBY CERTIFY that, on December 8, 2023,
I filed the MOTION FOR REHEARING by using the
U.S. Mail to Clerk of U.S. Supreme Court and 3
copies to Wells Fargo Bank, N.A. and attached
service list.

Respectfully submitted by:

Karen C. Yeh Ho / Date: 12/8/2023

Karen C. Yeh Ho, Petitioner, Pro Se.
9174 Chianti Court, Boynton Beach, FL 33472
(561)460-1989 email: kchyh4@gmail.com

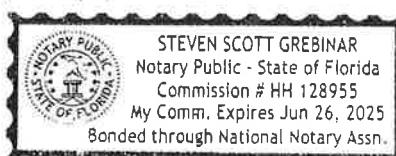
State of Florida

Palm Beach County

Karen Ching Hsien Yeh Ho, personally appeared
Sworn and subscribed before me this 6 day of
Dec, 2023.

Notary Public: ASR

Notary Stamp: ASR



CASE NO: 23-383

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

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

**SERVICE LIST FOR
PETITION FOR MOTION FOR REHEARING**

1. MCGUIRE WOODS LLP,
Robert William Loftin Counsel of Record
800 East Canal Street
Richmond, VA 23219
rloftin@mcguirewoods.com
2. Solicitor General United States
Department of Justice Room 5616,
950 Pennsylvania Avenue, N.W.,
Washington, DC 20530-0001 (202)514-
2217 Supremectbriefs@usdoj.com
3. Ashley Moody Florida Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, FL 32399-1050
4. UN WOMEN
220 East 42nd Street
New York, NY 10017



JOG ROAD
6400 BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33437-9998
(800)275-8777

12/08/2023

10:06 AM

Product	Qty	Unit Price
---------	-----	------------

Priority Mail®	1	\$9.65
Flat Rate Env		
Washington, DC 20530		
Flat Rate		
Expected Delivery Date		
Mon 12/11/2023		
Tracking #:		
9505 5161 6909 3342 7422 03		
Insurance		\$0.00
Up to \$100.00 included		
Total		\$9.65

Priority Mail®	1	\$9.65
Flat Rate Env		
New York, NY 10017		
Flat Rate		
Expected Delivery Date		
Mon 12/11/2023		
Tracking #:		
9505 5161 6909 3342 7422 27		
Insurance		\$0.00
Up to \$100.00 included		
Total		\$9.65

Priority Mail®	1	\$9.65
Flat Rate Env		
Tallahassee, FL 32399		
Flat Rate		
Expected Delivery Date		
Mon 12/11/2023		
Tracking #:		
9505 5161 6909 3342 7422 41		
Insurance		\$0.00
Up to \$100.00 included		
Total		\$9.65

Priority Mail®	1	\$17.10
Med FR Box		
Richmond, VA 23219		
Flat Rate		
Expected Delivery Date		
Mon 12/11/2023		
Tracking #:		
9505 5161 6909 3342 7422 65		
Insurance		\$0.00
Up to \$100.00 included		
Total		\$17.10

Grand Total: \$46.05

Debit Card Remit \$46.05

Card Name: VISA
Account #: XXXXXXXXXXXX5800
Approval #: 102202
Transaction #: 782
Receipt #: 047880
Debit Card Purchase: \$46.05
Fallback/Swiped

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

CASE NO: 23-383
IN THE
SUPREME COURT OF THE UNITED STATES
KAREN C. YEH HO,
Petitioner
v.
WELLS FARGO BANK, N.A.,
Respondent.

CERTIFICATE OF SERVICE, RULE 29.5.

The certificate of service of the petition shall be on separate piece of paper apart from the petition. Rule 29.5. The certificate of service shall identify who was served with three (3) copies of the petition and list the names, addresses, and telephone numbers of counsel indicating the name of the party of parties each counsel represents. If it is executed by one who is not a member of the Bar of this Court, the signature shall be notarized. I HEREBY CERTIFY that, on December 28, 2023, I filed the PETITION FOR REHEARING FOR WRIT OF CERTIORARI by using U.S. Mail to the attached SERVICE LIST.

Under THE PENALTY OF PERJURY, the statements made is to the best of my knowledge and belief.

Respectfully submitted by:

Karen C. Yeh Ho / Date: 12/28/2023

Karen C. Yeh Ho

9174 Chianti Court, Boynton Beach, FL 33472

(561) 460-1989

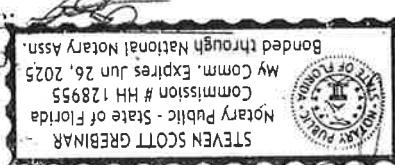
STATE OF FLORIDA

PALM BEACH COUNTY

Karen C. Yeh HO, personally appeared sworn and
subscribed before me this 28 day of Dec,
2023

Notary public:

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

SERVICE LIST FOR
PETITION FOR MOTION FOR REHEARING

1. MCGUIRE WOODS LLP,
Robert William Loftin Counsel of Record
800 East Canal Street
Richmond, VA 23219
rloftin@mcguirewoods.com
2. Solicitor General United States
Department of Justice Room 5616,
950 Pennsylvania Avenue, N.W.,
Washington, DC 20530-0001 (202)514-
[2217 Supremectbriefs@usdoj.com](mailto:Supremectbriefs@usdoj.com)
3. Ashley Moody Florida Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, FL 32399-1050
4. UN WOMEN
220 East 42nd Street
New York, NY 10017

UNITED STATES
POSTAL SERVICE

JOG ROAD
6400 BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33497-9998
(800)275-8777

12/28/2023 01:49 PM

Product	Qty	Unit	Price
Priority Mail®	1		\$17.10
Med F.R. Box			
Destination			
Richmond, VA 23219			
Weight: 11 lb 6.60 oz			
Expected Delivery Date			
Tue 01/02/2024			
Tracking #:			
9505 5065 8286 3362 6572 94			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$17.10
Priority Mail®	1		\$9.65
Flat Rate Env			
Destination			
Washington, DC 20530			
Weight: 11.00 oz			
Expected Delivery Date			
Tue 01/02/2024			
Tracking #:			
9505 5065 8286 3362 6573 17			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$9.65
Priority Mail®	1		\$9.65
Flat Rate Env			
Destination			
Tallahassee, FL 32399			
Weight: 11.00 oz			
Expected Delivery Date			
Tue 01/02/2024			
Tracking #:			
9505 5065 8286 3362 6573 31			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$9.65
Priority Mail®	1		\$9.65
Flat Rate Env			
Destination			
New York, NY 10017			
Weight: 11.00 oz			
Expected Delivery Date			
Tue 01/02/2024			
Tracking #:			
9505 5065 8286 3362 6573 55			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$9.65
Priority Mail®	1		\$9.65
Flat Rate Env			
Destination			
Washington, DC 20552			
Weight: 11.00 oz			
Expected Delivery Date			
Tue 01/02/2024			
Tracking #:			
9505 5065 8286 3362 6573 79			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$9.65

Up to \$100.00 included

\$9.65

Total

\$65.35

Grand Total

\$65.35

Debit Card Receipt

Card Name: VISA

Account #: XXXXAXXXAXX5800

Approval #: 281391

Transaction #: 021503

Receipt #: 021593

ATM: 18000000980840

Chip

Ac: DEBIT

PIN: verified

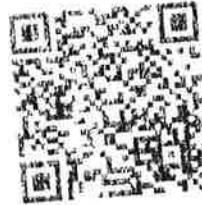
Text your tracking number to 28777 (USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com/track or call
1-800-222-1811.

Save this receipt as evidence of
insurance. For information on filing an
insurance claim go to
<https://www.usps.com/help/claims.htm>
or call 1-800-222-1811

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Track your Packages
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All rates final on stamps and postage.
Returns for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to <https://postalexperience.com/ssk>
or track this code with your mobile device.



UFN: 110962-9501
Recd Pl. #: 840-1330-291-1-452/107-1
Clerk: 0